

**Region 4 Education Service Center (ESC)**

**Contract # R190903**

*for*

*Software Solutions and Services*

**EC America, Inc.**

Effective: January 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and EC America, Inc., effective January 1, 2020:

- I. Appendix A: Vendor Contract
- II. Offer and Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

**DRAFT CONTRACT**

## RECITALS

- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.



- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name EC America, Inc.

Address 8444 Westpark Drive, Suite 200

City/State/Zip McLean, VA 22102

Telephone No. 571-384-2829

Email Address Adam.Hyman@immixGroup.com

Printed Name Adam Hyman

Title Director, Government Programs

Authorized signature 

#### **Accepted by Region 4 ESC:**

Contract No. R190903

Initial Contract Term January 1, 2020 to December 31, 2022

  
Region 4 ESC Authorized Board Member

12-17-2019  
Date

Margaret S. Bass  
Print Name

  
Region 4 ESC Authorized Board Member

12/17/19  
Date

Carmen T. Moreno  
Print Name

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ✓ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
RFP Page 10, Section 22 (Samples)	Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	<p>Because we are providing commercially-available hardware and software, there would be no samples that require laboratory testing. Rather, evaluations of the software may be provided. Additionally, because the products are commercial items, conformance should be to the manufacturer's documentation or as otherwise mutually agreed between the parties.</p> <p>Accordingly, we propose the following modifications, with deleted language struck through in red and added language in blue:</p> <p>Upon request, <del>samples</del> <b>evaluation software</b> shall be furnished, <del>free of cost, within seven (7) days after receiving notice of such request</del> <b>as mutually agreed between Contractor and Participating Agency</b>. By submitting the proposal Offeror certifies that all materials conform to <del>all applicable requirements of this solicitation and of those required by law</del> <b>the manufacturer's documentation for such materials</b>. <del>Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements</del>. Submissions may no longer be considered for failing to submit samples as requested.</p>	ACCEPTED
RFP Page 12, Section IV.2 (Not to Exceed Pricing)	Contractor must allow for lower pricing to be available for similar product and service	It is unclear what objective factors would apply to determine whether a product or service is "similar" enough to require equal or lower pricing. Also, our	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	purchases.	pricing is based on discounts from each manufacturer's commercial price list. Because manufacturers typically offer the same discounting for the items in the same product families, we could establish that as an objective factor in determining whether items are similar enough to require equal or lower pricing.  Accordingly, we propose the following modifications, with deleted language struck through in red and added language in blue:  "Contractor must allow for <del>lower pricing</del> the same discounting to be available for <del>similar</del> products and services offered by the same manufacturer under the same product categories <del>purchases</del> .	
Contract Page 4, Section 14 (Delivery)	Conforming Product shall be shipped within 7 days of Receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.	Shipping of hardware products varies by manufacturer and may be subject to configuration or other requirements that would make 7-day shipping of hardware infeasible.  Accordingly, we propose adding the following language in blue:  Conforming software Products shall be shipped within 7 days of Receipt of Purchase Order and conforming hardware Products shall be shipped within 30 days of Receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.	ACCEPTED
Contract Page 4, Section 15 (Inspection & Acceptance)	If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	For revenue recognition purposes, we would like to more clearly define acceptance.  Accordingly, we propose adding the following language in blue, which we have in several contract vehicles, including the GSA Schedule:  The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the applicable manufacturer's documentation. Therefore, items delivered shall be deemed accepted upon physical delivery to Region 4 ESC's designated receiving facility, or for software, once the software is made available to Region 4 ESC via electronic download by provision of a license key, link to a website, FTP site, or similar site from which Region 4 ESC can electronically download or otherwise access the software. Region 4 ESC reserves the right to inspect or test any equipment that has been delivered. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. Region 4 ESC may require repair or replacement of nonconforming equipment at no increase in contract price. Region 4 ESC must exercise its post-acceptance rights (1) within the applicable warranty period; and (2) before any	ACCEPTED

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		substantial change occurs in the condition of the item, unless the change is due to the defect in the item.	
Contract Page 4, Section 16 (Payments)	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	<p>Because we are providing software, hardware, and services, it is unclear what would constitute "satisfactory performance" of each.</p> <p>Accordingly, we propose striking this section in its entirety and replacing with the following:</p> <p>Payment for hardware, software, and maintenance/support as a product shall be made after delivery. Payment for services other than maintenance/support as a product shall be made after performance in accordance with the applicable services terms of this contract. In any event, payment shall only be made upon receipt of a properly completed invoice.</p>	ACCEPTED
Contract Page 5, Section 20 (New Products/Services)	Pricing shall be equivalent to the percentage discount for other products.	<p>This should be consistent with the pricing requirement under RFP Page 12, Section IV.2 (Not to Exceed Pricing).</p> <p>Accordingly, we propose deleting this sentence in its entirety and replacing with the following language in blue:</p> <p>Contractor must allow for the same discounting to be available for products and services offered by the same manufacturer under the same product categories.</p>	ACCEPTED
Contract Page 5, Section 22 (Warranty Conditions)	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	<p>Because the manufacturer will perform most of any services, the labor warranty should be in accordance with the manufacturer's standard warranty, unless otherwise agreed to in writing.</p> <p>Accordingly, we propose the following modifications, with deleted language struck through in red and added language in blue:</p> <p>All supplies, equipment and services shall include manufacturer's minimum standard warranty, including manufacturer's standard and one (1) year labor warranty, unless otherwise agreed to in writing.</p>	ACCPEDED
Contract Page 6, Section 31 (Marketing)	Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement.	<p>Region 4 ESC's use of our logo should be consistent with any usage guidelines we provide to Region 4 ESC.</p> <p>Accordingly, we propose adding the following language in blue:</p> <p>Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement, provided Region 4 ESC's use of Contractor's logo is in accordance with any usage guidelines provided by Contractor.</p>	ACCEPTED
Contract Page 6, Section 32 (Certificates of Insurance)	Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten	It may not be operationally feasible to provide 10 days' prior written notice of any change to or cancellation to our insurance policies. However, we can provide notice with 30 days of such changes or cancellations. Additionally, the insurance requirements are not specified, so we propose	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	<p>(10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.</p>	<p>subcontractors be required to maintain the coverage in their standard COIs unless additional coverage is mutually agreed between the parties.</p> <p>Accordingly, we propose the following modifications, with deleted language struck through in red and added language in blue:</p> <p>Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall <del>give</del> <b>notify</b> Region 4 ESC <del>a minimum of ten (10) days' notice prior to</del> <b>within 30 days of</b> any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as <del>specified</del> <b>set forth in their standard COIs, unless additional coverage is mutually agreed between the parties.</b></p>	<p><b>ACCEPTED</b></p>

## Tab 2 – Products / Pricing

*Response to Section IV (Evaluation Process and Criteria), Paragraph 2(a) of the RFP:*

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

immixGroup has provided the Excel file **"immixGroup Price List 08082019.xlsx"** (the "Price List") as part of its response to this RFP and included on the electronic copy flash drive. The Price List includes all fields as required by the RFP and includes a table of our proposed discounts broken out by manufacturer, and if applicable, product group.

For the manufacturers immixGroup has included as part of its proposal response, their product solutions and services cover the following five technology categories, as assigned by immixGroup:

- Cybersecurity
- Business and Operations
- IT Infrastructure
- Enterprise Mobility
- Big Data and Analytics

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

immixGroup has provided the Excel file **"immixGroup Price List 08082019.xlsx"** (the "Price List") as part of its response to this RFP and included on the electronic copy flash drive. The Price List includes all fields as required by the RFP and includes a table of our proposed discounts broken out by manufacturer, and, if applicable, product group.



## **Tab 3 – Performance Capability**

### **Appendix D – Requirements for National Cooperative Contract**

#### **Exhibit A – Response for National Cooperative Contract**

### **3.0 Supplier Response**

#### **3.1 COMPANY**

##### **A. Brief history and description of Supplier.**

immixGroup, founded in 1997 and purchased by Arrow Electronics, Inc. in 2015, was established to serve as a bridge between government customers and commercial IT manufacturers and service providers. Today, immixGroup is recognized as one of the largest value-added distributors of enterprise IT products for U.S. federal, state and local government agencies and educational institutions. We are a public sector innovator, developing and delivering programs designed to ensure the success of large government programs and contract vehicles such as NASA's SEWP V, GSA's Multiple Award Schedules, DoD ESI BPAs, and a variety of state and local government contracts such as Ohio STS, California CMAS, Texas DIR, NCPA, and NASPO Value Point, to name a few.

The public sector represents 99% of immixGroup's business. Since our founding, immixGroup has sold over \$12 billion in technology products and services to government agencies and has established industry and manufacturer partnerships with more than 250 leading original equipment manufacturers (OEMs) and 1,200 technology resellers and service providers spanning every socio-economic category and technology specialization. In contrast with typical contractors, immixGroup is an agile, ISO 9001:2015-certified business focused almost entirely on product delivery and services solutions. Our extremely low overhead costs allow us to provide optimal strategic sourcing to serve the needs of the public sector.

Furthermore, as part of our comprehensive Supply Chain Risk Management (SCRM) plan, immixGroup's proprietary Trusted Supplier Program guarantees the authenticity of every product we deliver while meeting legal and regulatory requirements to ensure our government customers can buy with confidence, mitigating the risk of receiving counterfeit or potentially tainted products and parts.

Consistent with our dedication to public sector customers, immixGroup maintains a top-secret facility clearance, is certified to the International Organization for Standardization's (ISO) 9001:2015 standard without design, and complies to a strict, proprietary quality management system ("immixGroup Quality Management System" or "iQMS") built around our core business processes, such as price list maintenance, providing quotes to our government customers, processing purchase orders, invoicing and confirming customer satisfaction. We have deep knowledge and experience supporting all phases of the government acquisition life cycle. We specialize in providing contracting models, systems and services to complex enterprise technology companies and the government agencies they serve. Our rapid growth, leading reputation and diverse capabilities are the result of highly efficient operations and a business model focused on empowering partners. Our consistent, significant year-over-year revenue growth is a prime indicator of immixGroup's financial strength and stability.



immixGroup's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly experienced management team and our ISO-certified processes for training new professionals to support our growth. Our current staff has deep expertise in meeting each customer's specific requirements and in the technology required to satisfy those needs.

It is this dedicated focus on serving the government that makes immixGroup the partner of choice for nearly every federal government agency, numerous state and local agencies, and a growing number of leading IT vendors.

#### Products and Solutions

immixGroup continually expands its offerings by establishing and growing relationships with leading technology companies. immixGroup delivers specialized resources and an expertise that technology companies need to increase their revenue, support their demand creators and operate efficiently in the complex public-sector IT market. These include industry-specific market intelligence services, marketing, lead generation, channel development, a government business infrastructure, technical resources and integration and logistics capabilities.

We prioritize direct, authorized and strategic relationships with these technology partners, allowing us to offer our government customers a remarkable range of technical capabilities and customizable solutions spanning a full range of IT products and services. Our direct manufacturer relationships are led by manufacturer-focused account management teams assigned by sector. Dedicated sector teams support our largest manufacturers such as IBM, Cisco, Oracle, Dell EMC and Symantec. Other sectors focus on best-of-breed technology portfolios including cybersecurity, business process management, product lifecycle management, data management and emerging technologies.

In addition to the OEMs identified in our proposal, immixGroup maintains strong relationships with more than 250 manufacturers that are continually developing new technologies. As our customers' technology needs expand, immixGroup is prepared to offer such technologies at competitive prices.

#### Reseller Partners

Contract management is our forte, streamlining the time required to provide critical technology to government end users at reduced prices through a wide range of government contract vehicles, including but not limited to GSA Schedule contracts, NASA SEWP, ESI BPAs, NASPO Value Point, Ohio STS, California MAS and Pennsylvania PEPPM. immixGroup serves as a relationship manager for our network of more than 1,200 solution providers and resellers to ensure the government's requirements are successfully met and our reseller partners understand what those requirements encompass.

As a small business success story our self, we understand the importance of working with small businesses in serving the government's procurement needs. immixGroup supports its small business reseller partners by providing business infrastructure, technical resources and financing options.

Parent Company

immixGroup's parent company, Arrow Electronics, Inc. (NYSE: ARW), headquartered in Centennial, Colorado, is a global distributor of products, services, and solutions to industrial and commercial users of electronic components and enterprise software. Arrow Electronics guides innovation forward for more than 200,000 of the world's leading manufacturers and service providers of technology used in homes, business and daily life. Through a network of more than 349 locations worldwide, Arrow brings electronics and information technology to enterprises in industrial and commercial markets including aerospace and defense, transportation, finance, health and manufacturing. Arrow distributes products across many categories including lighting, power management, data center infrastructure, cloud services (public, private, hybrid, virtual) and the many new technologies of the internet of things (IoT). As the public sector arm of Arrow, immixGroup is able to leverage Arrow's manufacturer and partner relationships and its extensive operational efficiencies to deliver state-of-the-art technology to government agencies.

**B. Total number and location of sales persons employed by Supplier.**

All immixGroup resources are 100% dedicated to the U.S. Public Sector market. immixGroup employs nearly 200 employees, the majority of which are based in McLean, VA just outside of Washington, DC. Our parent company, Arrow Electronics, is based in Centennial, CO and employs over 17,000 professionals in over 80 countries globally with end to end technical and logistical resources in Colorado, Arizona, and Georgia.

immixGroup has a sales team of about 100 individuals who are aligned by vendor. There are 12 Marketing personnel at immixGroup supporting partners and manufacturers. The Market Intelligence team employs 5 Public Sector Analysts and 11 Lead Development Associates with subject matter expertise around technology categories such as: Security, Edge and IoT, Cloud, Agile Operations, Data Intelligence, and Next Generation Data Center. Market Intelligence Analysts are also aligned via specific government agencies in order to maximize their level of expertise. Between these organizations, immixGroup offers industry best capabilities to vendors and partners to service every Federal agency and thousands of SLED accounts across the country.

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

immixGroup's corporate office is located at 8444 Westpark Drive, Suite 200, McLean, VA 22102. This office will be the only location supporting the Master Agreement.

**D. Annual sales for the three previous fiscal years.**

**REDACTED**

**E. Submit FEIN and Dunn & Bradstreet report.**

immixGroup's FEIN and DUNS # is as follows:

- FEIN: 52-2085893
- DUNS: 01-757-3259

immixGroup has also included, as part of this Tab 3 response, a Dunn & Bradstreet report, titled **"ECA DNBi – 7.31.2019.pdf"**.

**F. Describe any green or environmental initiatives or policies.**

immixGroup adheres to the green initiatives established by its parent company, Arrow Electronics, Inc., in their efforts to bring environmental sustainability to technology and electronics. The Arrow Environmental Policy, part of our umbrella Corporate Social Responsibility program, is focused on using technology to prevent environmental damage and allow us to live more sustainably. Examples of this policy in action include work with the Denver Zoo to sponsor recycling of technology products and the sponsorship of DigiTruck, a mobile classroom that can operate off-grid in remote areas. Further, immixGroup offices are located in a LEED green certified office building. For a full accounting of the Arrow Corporate Social Responsibility program, including our Environmental Policy, please visit <https://www.arrow.com/en/about-arrow/corporate-social-responsibility>.

**G. 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.**

immixGroup fully intends to enable our channel partners to access and utilize the Master Agreement. As such, the partners will act as an extension of our sales force that will assist in the promotion and marketing of the Master Agreement.

immixGroup has a dedicated Partner Alliances Organization to help enhance and promote our manufacturers' partner programs. We manage our own set of top performing partners, as well as strategic growth partners. We have detailed profiles of these partners, outlining each organization, their key points of contact and organizational charts, *business size, socio-economic status*, agency and technology expertise, and other unique differentiators.

We have the partner relationships to enable our end user public sector customers to meet or exceed their diverse vendor goals, such as Small Businesses, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, Woman Owned Small Business, Minority Owned Small Business, etc. As mentioned above, our detailed partner profiles enable us to work with our end user customers to find the ideal small minority-owned business with which to work

Furthermore, our Proprietary Market Intelligence database utilizes real-time procurement data to provide holistic, timely, and accurate insights into the partner landscape and agency relationships. This database can also be used to identify partner strengths in different technologies and overall government initiatives (e.g. cloud, IoT, etc). This actionable information feeds into our lead development team to provide smart lead generation to support our joint partner and manufacturer mission.

By leveraging and enabling our partners to access and utilize the Master Agreement, Public Agencies will see the benefit of added competition which may result in lower pricing.

**H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.**

Not applicable.

**I. Describe how supplier differentiates itself from its competitors.**

After two decades in the public sector market, immixGroup is a well-known and highly regarded industry veteran with a comprehensive, customizable array of offerings designed and proven to enable government procurement professionals to gain access to and more easily transact with technology providers. immixGroup built, and continues to build, its track record of success by leveraging four core competencies; Government and Technology Knowledge, Strategic Supplier Relationships, Depth and Breadth of Enterprise IT Product Portfolio, and Automation. These core competencies have driven our success on contracts we currently hold and will enable us to deliver value for Region 4 ESC/OMNIA Partners and its customer base. Each competency is described below.

Government & Technology Industry Knowledge

immixGroup is a thought leader in the federal and state/local level technology markets and brings a unique perspective to industry discussions as a distributor of complex, enterprise level IT products. Our executives frequently participate on industry panels, train managers from leading technology companies, and write articles on the issues affecting the Government IT landscape. These include technology and acquisition trends, the impacts of budget tightening on Government agencies and contractors, and new delivery and licensing models (such as XaaS and cloud-based utility license models). Our internal team of market intelligence consultants and analysts researches the Government's business and technology requirements to identify likely fits between the Government's needs and the COTS products we represent. We analyze this information, align it with product and procurement trends, and systematically share it with our Government customers and manufacturers. This facilitates a productive dialogue between buyers and sellers and ensures products are acquired with future needs in mind.

This unique perspective has resulted in direct relationships between immixGroup and hundreds of leading and emerging technology manufacturers - the critical vendors that can meet the requirements of Region 4 ESC/OMNIA Partners' customers and deliver the flexibility, functionality, and performance the Government needs for the future. Our thought leadership is a foundational competency that serves as a key differentiator in helping cash-strapped customers with complex requirements secure the necessary technologies under new usage and licensing models. We expect a continued need for this expertise in the future and see the Region 4 ESC/OMNIA Partners program as a key contract vehicle for accessing such technologies and solutions for state and local government customers.

Strategic Supplier Relationships

immixGroup sees significant value in securing direct relationships with its manufacturer partners instead of working through third-party distributors for product access. While immixGroup has access to more than 250 different IT manufacturers, it is our direct relationships with key vendors that bring a heightened level of manufacturer access and the accompanying capability to support Region 4 ESC/OMNIA Partners' purpose and drive value to its customer base. As the owner of

the Intellectual Property involved, the manufacturer is uniquely positioned to drive product roadmaps in sync with ever-evolving commercial standards in the industry. By working directly with the manufacturer, immixGroup establishes an accurate and timely flow of information to communicate details on product descriptions, functionality, warranties and support, and other key characteristics such as energy savings and accessibility. We gather and maintain this information through our ISO-certified business processes and share it with our Government customers as they plan and execute their mission-critical procurements. These direct relationships also ensure traceability throughout the supply chain and guarantee authenticity and remediation in the event counterfeit or damaged products are discovered. immixGroup has taken a leading role in developing a program to meet the Government's emerging standards in this area.

The manufacturer-provided intelligence also includes product install-base details and historical sales across both products and customers; immixGroup leverages this data to identify opportunities to work with customers to deliver strategic sourcing opportunities. This may involve consolidation of purchases to achieve greater discounts from manufacturers, co-terming warranty and support to reduce multiple procurement cycles and provide enhanced support to all users (usually at no additional cost), and product upgrades to ensure enterprise systems are interoperable and current.

#### Depth & Breadth

immixGroup presently has active distribution and reseller agreements with large, established manufacturers, as well as many smaller and emerging manufacturers and service providers. We prioritize direct, authorized, and strategic relationships with these technology partners, allowing us to offer our customers a remarkable range of technical capabilities and customizable solutions spanning a full range of IT products and services. Our direct manufacturer relationships are led by manufacturer-focused account management teams assigned by technology groups. Dedicated teams support our largest manufacturers such as IBM, Symantec, Palo Alto, NetApp, and HPE. Other Sectors focus on best-of-breed technology portfolios including Cloud Computing, Cyber Security, Business Process Management, Product Lifecycle Management, Data Management, and Emerging Technologies.

We leverage our market intelligence analysts, executives, and account management teams to identify new technologies and work diligently to secure their products within our product portfolio offerings. Our success now leads to many new manufacturers proactively seeking relationships with immixGroup, often as complimentary products to those offered by existing manufacturers, as well as to position new technologies within the market. Over the past five years we have averaged approximately 30 new supplier relationships per year.

#### Automation

immixGroup leverages automation to deliver efficiency and high standards of customer service while maintaining quality and lowering transaction costs. Automation is at the heart of every immixGroup ISO-certified process, including price list updates, technology refreshes, quoting, order processing, tracking, invoicing, customer satisfaction, and payment.

Our e-Commerce Strategy is built around two principles. First, we electronically transmit the business documents that support the procurement and fulfillment process (such as quotes, purchase orders, and invoices) between immixGroup and our manufacturer partners. This is our proven, scalable business-to-business (B2B) operation. Second, we provide product information (such as technology specifications, pricing, shipment information, order status, and open

invoices) in near real-time through immixGroup's Web portal. Our Web portal architecture allows us to rapidly set up and customize a portal to provide the needed documentation to authorized portal visitors.

immixGroup's core competencies, as well as our successful track record and deep experience with public sector contracts, align well with Region 4 ESC/OMNIA Partners. We strongly believe a contract award to immixGroup will drive achievement of the objectives set forth in this RFP, and we look forward to establishing a mutually beneficial relationship.

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

immixGroup has never been the subject of a bankruptcy or reorganization. Likewise, it has never been a party to any material litigation. As a federal contractor holding certain GWACs, however, immixGroup is subject to and has been a party to contract audits carried out by GSA's Office of Inspector General.

**K. Felony Conviction Notice: Indicate if the supplier**

immixGroup, through its parent company, Arrow Electronics, Inc., is a publicly held corporation and this reporting requirement is not applicable.

**L. Describe any debarment or suspension actions taken against supplier.**

immixGroup has had no actions taken against it related to debarments or suspensions.

### 3.2 DISTRIBUTION, LOGISTICS

**A. Describe the full line of products and services offered by supplier.**

immixGroup holds partnerships with over 250 manufacturers. For the purposes of this Master Agreement, immixGroup is initially proposing the following manufacturers, for which we hold Letters of Authorization:

- |                  |                |                        |
|------------------|----------------|------------------------|
| 1. A10 Networks  | 8. Code42      | 15. Palo Alto Networks |
| 2. AINS, Inc.    | 9. Commvault   | 16. Smartbear Software |
| 3. Authentic8    | 10. Duo        | 17. Symantec           |
| 4. BlueCat       | 11. Fortinet   | 18. Tanium             |
| 5. Centrify      | 12. LogRhythm  | 19. Tenable            |
| 6. Chef Software | 13. MariaDB    | 20. Thycotic Software  |
| 7. Citrix        | 14. MobileIron | 21. Veeam              |

Post-award, immixGroup will continue to market the Master Agreement across its growing list of manufacturers so that we can ensure Public Agencies have a broad range of products and services to meet their mission objectives. As such, immixGroup will work with Region 4 ESC/OMNIA Partners to continue adding new manufacturers to the Master Agreement catalog.

To see a list of all manufacturers currently offered by immixGroup, visit the following URL:  
<https://www.immixgroup.com/government/products/all-brands/>



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

For those products that are not simply delivered via a download from a supplier's FTP site, immixGroup fully intends to market and distribute the offered products/services across all 50 states, including U.S. territories and outlying areas. Between the immixGroup sales force and its authorized partners that are located across the U.S., immixGroup will be able to market and provide access to all products and services available under this Master Agreement to all eligible Public Agencies. Because immixGroup leverages manufacturers for shipping all items ordered by customers, immixGroup is able to ensure distribution of all items offered under this Master Agreement to any location, including territories and outlying areas, within the U.S.

In addition, immixGroup has a network of over 1,200 solution providers that span across every state. The Program Manager for this Master Agreement will utilize the immixGroup Partner Alliances organization to help promote, onboard, and drive business against this Master Agreement through our solution provider network. immixGroup's Partner Alliances Team is continuously consulting with our internal sales teams and the partners sales team to ensure total and complete alignment. Sales enablement includes but is not limited to Market Intelligence and Lead Generation, and Solution selling.

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

immixGroup will be involved in the order flow for the majority, if not all, orders placed against the Master Agreement. immixGroup will be involved in quoting, order processing, and billing. However, immixGroup does plan to utilize additional parties as part of this process. The parties include:

- *Manufacturers* will be responsible for shipping or otherwise delivering (e.g., uploading) items directly to the end user customer. Upon receiving an order by a customer for this Master Agreement, immixGroup will issue a purchase order to the manufacturer of the products or services being purchased. The manufacturer will then ship/deliver the products/services to the customer. In some instances, where services are needed, immixGroup may utilize the manufacturers trained personnel to perform such services. Manufacturers will also perform product support and warranty services.
- *Partners* will be enabled to utilize the Master Agreement and sell on immixGroup's behalf specific manufacturer products and services for which they are authorized. In this scenario, the partner will quote to the end user customer directly and process the order. The partner will be required to source the products and services through immixGroup so that immixGroup can fulfill through the manufacturer. In some instances, where services are needed, immixGroup may utilize the partner's trained personnel to perform such services.



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

Aside from its corporate office located in McLean, VA, immixGroup does not maintain distribution facilities, warehouses, or a retail network. Rather, immixGroup utilizes its manufacturers to “drop ship” and deliver products and services directly to the end user customer upon receiving a purchase order from immixGroup. Again, given the nature of software and cloud services, often no distribution facilities or warehouses are required, as the items may be delivered simply through an electronic download.

### 3.3 MARKETING AND SALES

- A. 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**

immixGroup’s implementation plan includes action items across multiple business units designed to boost engagement and speed up the customers’ ability to leverage or access the contract.

#### Sales Teams

- Meet with awarded manufacturers to design and execute a tailored SLED strategy
- Engage with current prospects and funnel existing sales pipeline towards the Region 4 ESC/OMNIA Partners vehicle

#### Partner Alliances

- Work to strengthen depth and breadth of initial award: liaise with partners and service providers in our channel network to add eligible dealers to the contract
- Publicize award in monthly partner newsletter

#### Contracts/Programs

- Work to strengthen depth and breadth of initial award: liaise with additional manufacturers on the immixGroup line card to add eligible suppliers to the Region 4 ESC/OMNIA Partners vehicle
- Establish reporting and fee remittance workflow in immixGroup systems
- Set up contract profile and pricelists in immixGroup systems
- Work with marketing team to develop and launch contract brochure, dedicated webpage in our corporate website
- Create training curriculum and present materials to sales team, manufacturers, and partners

Sales team training in the immixGroup organization is centralized through our award-winning, ISO-certified corporate training program, immixUniversity. immixUniversity offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at immixGroup and upon award, the immixGroup

Contracts/Programs team will develop a curriculum to educate the salesforce, including authorized partners, on how to market the new contract. This course will serve to raise awareness of the Region 4 ESC/OMNIA Partners contract, instruct reps in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.

Refer to the “*immixGroup 90-Day Implementation and Marketing Plan.pdf*” document enclosed within this Tab as part of its response to this Section.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
  - ii. Announcement, contract details and contact information published on the Supplier’s website within first 90 days.**
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:**
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners’ website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

We understand that the ultimate success of this contract will heavily depend on marketing efforts. immixGroup has an experienced marketing department which will actively market the Region 4 ESC/OMNIA Partners contract directly to customers, manufacturers, and partners with a rollout of activities to include, without limitation:

- Co-branded press release
- Hosted and recorded informational webinar to be made available to our manufacturer and partner community on-demand introducing the contract

- Dedicated contract website
- Product-specific educational webinars
- Social amplification through immixGroup’s SLED team
- Customer- and Vendor-facing electronic brochure (PDF downloadable version on immixGroup’s website)
- Participation at trade shows and industry events
- Conference-specific hard copy handouts
- Social and Public Media outreach such as promoting the contract, events, and/or news on LinkedIn, Facebook, and Twitter

immixGroup’s process emphasizes marketing information through the channel because our partners are entrenched in the customer community and we amplify our market presence by supporting their efforts. We will provide marketing kits to partners to help them promote the contract vehicle with specific messaging approved by Region 4 ESC and OMNIA Partners; the kits will include sample tweets, a contract FAQ, customer talking points, a link to the contract website, and a press release for the partner to publish. We will begin implementing these activities within 90 days of award and continue to execute these marketing plans throughout the life of the contract to maintain a high level of awareness within the industry.

Refer to the “*immixGroup 90-Day Implementation and Marketing Plan.pdf*” document enclosed within this Tab as part of its response to this Section.

**C. 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.**

immixGroup will work with Public Agencies on the variety of contract options that they can utilize for their procurement, including the Master Agreement. The Master Agreement will be positioned as immixGroup’s preferred cooperative agreement for eligible Public Agencies to utilize. The immixGroup sales force will be educated and provided materials to be able to provide eligible Public Agencies with the needed information on how they can utilize the Master Agreement and the benefits. Ultimately, however, the Public Agency will decide which contract vehicle it prefers to utilize and immixGroup will respond to that Public Agency accordingly.

immixGroup currently holds the following cooperative agreements:

Contract Title:	Contract Number:
GSA Schedule IT70 (via Cooperative Purchasing)	GS-35F-0511T
NASPO Valuepoint – Cloud Solutions	AR2496
National Cooperative Purchasing Alliance (NCPA)	
• Systems and Information Management Software	01-75
• Data Storage, Cloud, Converged and Data Protection	01-83
• Software Products and Services	01-88
Texas Department of Information Resources (Tx DIR)	
• Software Products, Software Services, Software as a Service (SaaS), and Enterprise Resource Planning (ERP) Software Modules Products and Services.	DIR-TSO-4315

Contract Title:	Contract Number:
PEPPM – California <ul style="list-style-type: none"> <li>• Riverbed</li> <li>• Infor</li> <li>• Veeam</li> </ul>	528899-134 529561-030 529561-074
PEPPM – Pennsylvania <ul style="list-style-type: none"> <li>• Infor</li> </ul>	528897-118

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

immixGroup acknowledges and agrees to provide its logos to OMNIA Partners and agrees to provide permission for reproduction of such logos in marketing communications and promotions in accordance with immixGroup's logo usage guidelines, which will be provided to OMNIA Partners. immixGroup acknowledges that the use of OMNIA Partners logo will require permission for reproduction, as well.

**E. 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 contract.

immixGroup confirms that it will be proactive in direct sales of offered manufacturers goods and services to Public Agencies nationwide and will timely follow up leads established by OMNIA Partners. In addition, immixGroup will ensure relevant sales materials include the OMNIA Partners logo and relevant sales initiatives will communicate, at a minimum, the information regarding the Master Agreement and its benefits set forth above.

**F. 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

immixGroup confirms that it will train its sales force on the Master Agreement, and at the minimum will educate them on (1) the key features, (2) the solicitation process, (3) the range of Public Agencies that can utilize the Master Agreement, and (4) the benefits.

All immixGroup employees go through immixUniversity training upon starting at immixGroup. immixUniversity offers a wealth of educational resources, including instructor-led training, 24/7/365 access to thousands of online courses, a learning repository and other helpful job aids.

The learning and development team formulates an initial 90-day learning plan for all new employees. immixUniversity also offers diverse development programs such as "Ask the Expert" learning sessions, cross training programs, curated monthly curriculums and many other tools for employees to enhance their sales skills. Leaders in the company are also offered the opportunity to become an immixUniversity instructor and participate in a Train-the-Trainer program. Learning is a highly valued practice within immixGroup. The executive team supports continuous learning as an asset for employees to effectively accomplish business objectives as well as personal growth. Education of the Master Agreement will be created and incorporated into our training curriculum on an ongoing basis for new and existing employees to the sale force.

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

**i. Executive Support**

Troy Fortune  
Vice President and General Manager  
Troy\_Fortune@immixgroup.com  
703-752-0610

**v. Financial Reporting**

Hannah Xiu  
Senior Finance Manager  
Hannah\_Xiu@immixgroup.com  
703-462-6276

**ii. Marketing**

Janna Neequaye  
Marketing Communications Manager  
Janna.Neequaye@arrow.com  
571-355-3639

**vi. Accounts Payable**

Mané Poghosyan  
Supervisor, Accounts Payable  
Mane.Poghosyan@arrow.com  
720-709-3312

**iii. Sales**

David Tong  
Senior Sales Director  
David\_Tong@immixgroup.com  
571-405-2958

**vii. Contracts**

Adam Hyman  
Director, Government Programs  
Adam.Hyman@immixgroup.com  
571-384-2829

**iv. Sales Support**

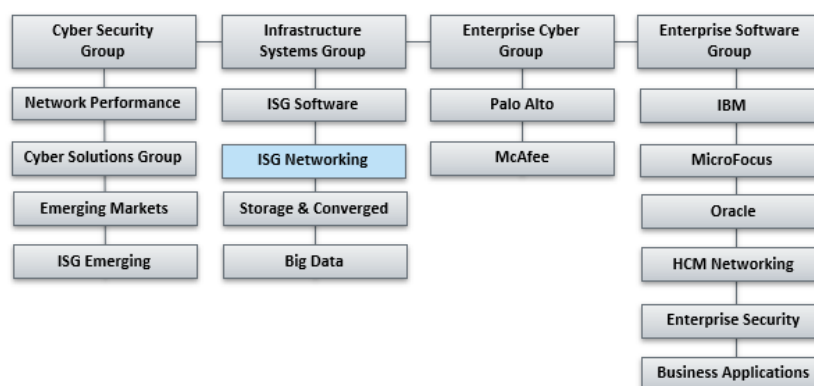
Stephanie Donofrio  
Inside Sales Associate Manager  
Stephanie.Donofrio@immixgroup.com  
703-639-1547

Chauncey Kehoe  
Contracts Manager, SLED  
Chauncey\_Kehoe@immixgroup.com  
703-639-1565

**H. 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.**

immixGroup has divided its sales team into four business units: Infrastructure Systems Group (ISG), Enterprise Software Group (ESG), Cyber Security Group (CSG), and Enterprise Cyber Group (ECG).

**Figure 1 – immixGroup’s Business Structure**



immixGroup’s sales organization is designed to efficiently and effectively identify, manage, and close business opportunities for our suppliers. The sales team includes:

- *Director of Sales*: sets direction for sales organization to exceed sales goals and grow vendor and partner relationships; holds key executive relationships with manufacturers and partner community
  - Highest-level executive in charge of the sales team:  
David Tong  
Senior Sales Director  
David\_Tong@immixgroup.com  
571-405-2958
- *Sales Manager*: oversees Supplier Manager, Inside Sales Manager and Renewals Manager to execute against business plan and ensure growth of the business and alignment to overall corporate strategic initiatives and objectives
- *Supplier Manager*; overall business owner and primary point of contact for manufacturers; oversees day-to-day activities of the team and ensures sales and marketing activities are in alignment with the manufacturer’s initiatives
- *Inside Sales Manager*: oversees operational processes to ensure quality management, SLAs, and pipeline management; manages Inside Sales Representatives and provides career development and coaching
- *Inside Sales Representatives*: execute the quoting, order processing, and pipeline management of the account; able to work with partners to submit deal registrations; provides pipeline reporting on a regular cadence to manufacturers
- *Channel Development Representatives*: coordinate channel value activities and execute sales for the account; identify and recruit net new partners; plan enablement activities for both sales focused and technical focused events
- *Lead Development Associates*: set meetings for manufacturers’ sales reps and partner ecosystem in target accounts; work with manufacturer team on proper training and messaging



- *Renewals Manager*: manages the renewals business for manufacturers and helps coordinate strategic cross-sell and upsell campaigns
- *Renewals Inside Sales Representatives*: execute the renewal quoting, order processing, and pipeline management of the account; quote opportunities 120-180 days before POP end date; identify and position upsell/cross sell opportunities
- *Marketing Manager*: overall owner for strategic marketing plan and initiatives with manufacturers; aligns closely with manufacturer's marketing team
- *Marketing Coordinators*: execute marketing campaigns and logistics in conjunction with partners and manufacturers

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

immixGroup will have a dedicated Program Manager to support the Master Agreement and all activities related to marketing, training, and agreement administration. The Program Manager will work directly with the OMNIA Partners team to coordinate on various applicable activities related to the agreement roll-out and marketing plans, as detailed in this response. Further the Program Manager will ensure that the sales teams within immixGroup receives the required training on the Master Agreement and understand how to market the agreement to eligible Public Agencies; including any marketing materials for their own use and external distribution to our manufacturers, partners, and customers.

While the immixGroup sales team will not work directly with the OMNIA Partners team, immixGroup ensures that the team will be provided clear guidance and information on how to implement this Master Agreement into the various sales related activities that immixGroup currently utilizes to help drive business. Such activities include a digital marketing strategy, lead generation, usage of our market intelligence team and data, participation at various tradeshows, etc.

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

immixGroup's core business model is based on managing and fulfilling major product contract vehicles of a similar size and scope to this OMNIA Partners Master Agreement. immixGroup, originally founded as a contract management company, is a recognized leader in providing procurement and contract management solutions to IT manufacturers and delivering smooth procurements to government entities. We have more than two decades of experience teaming with our industry partners to fulfill the programmatic and operational requirements of a prime contractor on major public sector contract vehicles. As an industry-leading technology distributor with extensive public sector experience, deep and broad manufacturer relationships, and a secure global supply chain, immixGroup delivers reliable access to the technology products and solutions defined in the RFP.



At the heart of the immixGroup team's capabilities are its ISO 9001:2015-certified business processes. Our corporate principles have long focused on quality management and continuous improvement, which are represented in our proprietary immixGroup Quality Management System (iQMS). The core business processes covered under iQMS are well aligned with the OMNIA Partners Master Agreement operational demands, and they leverage a range of state-of-the art, paperless technology systems to deliver capabilities such as:

- Maintaining a price list of products for different government contract vehicles.
- Quoting to the government on behalf of technology manufacturers.
- Processing purchase orders from our government customers.
- Delivering purchase orders to our technology manufacturer partners.
- Creating invoices for government customers for goods delivered by our technology partners.
- Paying our technology partners once they deliver the requested goods to our government customers.
- Confirming customer satisfaction with the procurement process.
- Ensuring contract compliance.

The immixGroup team's management approach delivers the framework, procedures and controls necessary for effective operation and open communication with Region 4 ESC/OMNIA Partners. It integrates experienced and qualified personnel, established ISO 9001:2015 ISO business processes, quality oversight and all internal and external communications necessary for proven, sustained and reliable program management. Our framework provides communication, scalability, change management, continuous improvement and innovation throughout the lifecycle of the contract. We successfully implement and manage the contract via adherence to the following critical program management components:

**Commitment** – A culture of commitment to the contract, our OEM partners and contract stakeholders.

**Communication** – Open communication channels with all stakeholders.

**Compliance** – All employees held accountable for operational excellence, supported by an environment of honesty, openness, adherence to ethics and safeguarding confidential information entrusted to us.

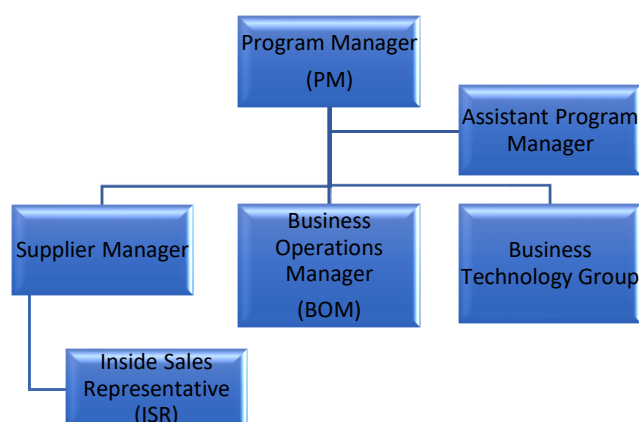
immixGroup is comprised of proven program management, including an OMNIA Partners Master Agreement program manager with primary responsibility for all contract work performed and highly trained operations personnel, including delivery order managers, to ensure all operational requirements are fulfilled successfully and in accordance with our ISO-certified business processes. Our team stands ready to operationalize the program and fulfill the contract's requirements immediately following contract award. We will use our continuous improvement model to maintain the highest service levels with regards to responsiveness, customer communication and satisfaction, problem resolution and reporting.

#### Organizational Structure

The immixGroup team for the OMNIA Partners Master Agreement has been assembled and structured with clear lines of authority and distinct roles for all members. Our leadership is committed to keeping the Region 4 ESC/OMNIA Partners vision in view while also encouraging innovation and delivering high-quality products.

As indicated in our organization chart in Figure 2 below, the immixGroup team's chain of command is direct and unambiguous. To enable real-time decision making, our OMNIA Partners Master Agreement Program Manager, Chauncey Kehoe, has the authority to oversee all day-to-day aspects of the contract and has a direct line to immixGroup's executive leadership on all program and contractual issues. Effective use of team personnel, real-time decision authority, and value-added staffing support minimize performance risk by governing how we communicate, track finances and monitor orders and deliverables. In addition, we are prepared to hire additional resources to support this contract program as necessary to ensure continued success as the program grows.

**Figure 2: The immixGroup team's organizational structure is aligned with OMNIA Partners Master Agreement requirements.**



We have found this structure to be highly effective in meeting program requirements and establishing and maintaining well-defined communications channels, both internally within the immixGroup team and externally with government customers. Our team has integrated key ISO 9001:2015 corporate processes to provide visibility, improve contract performance and ensure that we support our customers reliably. Our unified team is committed to continuity of operations and dependability.

#### Roles & Responsibilities

The roles and responsibilities of each component of the Program Management Office (PMO) are detailed as follows:

##### ***Program Manager***

The Program Manager (PM) is responsible for the overall success including, the relationship between immixGroup and the OMNIA Partners office, overseeing the development, maintenance, and overall performance of the PMO's risk management, problem resolution, resource management, communications management, customer support, and quality assurance strategies. Additional activities include, but are not limited to, attending meetings with the OMNIA Partners Program Office and ensuring the delivery of all program-related deliverables.

Upon award, the PM:

- Coordinates the initial Master Agreement training for sales and contract staff with the OMNIA Partners Program Office;
- Assembles and submits technology refresh requests and monitors pricing compliance with the Master Agreement;
- Assures compliance with identified processes;
- Supervises the quoting and ordering processes;
- Provide component briefings and participation in annual product review meetings;
- Ensures metrics are collected at the manufacturer level in order to monitor procedural and operational effectiveness; and
- Is responsible for reporting requirements under the Master Agreement contract.

#### ***Assistant Program Manager***

In order to most reliably serve the OMNIA Partners program, the proposed immixGroup team includes an Assistant Program Manager (Assistant PM). The Assistant PM is responsible for all of the PM's roles and responsibilities when the PM is unavailable.

#### ***Supplier Manager***

The immixGroup Supplier Manager (SM) leads the sales team and is responsible for interacting with the manufacturers, our sales partners, and government customers to ensure the customers have access to and receive the products they require. The SM develops and executes immixGroup's Master Agreement business plan and is responsible for the marketing strategy and customer outreach. The SM also provides Inside Sales Representative leadership and supervision and is the primary interface to the other support resources within the immixGroup and manufacturer teams, including legal, contracts, business operations, marketing, sales, and market intelligence.

#### ***Inside Sales Representative***

The Inside Sales Representative (ISR) is responsible for all aspects of direct communication and participation by customers. The ISR monitors and responds to customer RFQs and is responsible for generating Sales Quotations in accordance with the Master Agreement terms and conditions. The ISR is also responsible for Order Processing of newly received customer purchases and executes our ISO-certified procedures for ensuring the accuracy and completeness of the purchase details. Finally, the ISR proactively surveys customer satisfaction to ensure the PMO's continuous process improvement.

#### ***Business Operations Manager***

immixGroup's Business Operations Manager (BOM) has complete oversight of immixGroup's Business Operations. The BOM oversees the processes of verifying availability of current products and terms and facilitates updates and technical refreshes as necessary. The BOM further provides large transaction support and credit facilities as necessary to support the business. In addition, the BOM serves as the assistant Security Officer and leads the efforts for maintaining immixGroup's ISO certification.

#### ***Business Technology Group***

immixGroup's Business Technology Group (BTG) supports the automation function of our proposed solution. Foundationally, BTG has developed and maintains the immixGroup Price List Management (iPLM) system and the corresponding point of sale (iPOS) reporting systems. These tools ensure current accurate products and pricing.

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

**REDACTED**

immixGroup’s top 10 Public Agency customers in 2018 are as follows:

Customer Name	2018 Purchases Total (\$)	Key Contact Name
Wake County Public School System	REDACTED	Francine Pearce
State of Connecticut	REDACTED	Daniel Melesko
Charlotte-Mecklenburg Schools	REDACTED	Jennifer Sinclair
State of Ohio	REDACTED	Kevin Hampton
New Hanover County Schools	REDACTED	Kelly Judd
Onslow County Schools	REDACTED	Jeff Pittman
Robeson County Public Schools District	REDACTED	Everette Teal
Chapel Hill-Carrboro City Schools	REDACTED	Doug Noell
Nash-Rocky Mount School District	REDACTED	James Williams
Davidson County Schools	REDACTED	Anna Miller

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

immixGroup Operations is committed to facilitating business growth across the channel and doing everything possible to ensure we close and complete deals on time.

immixGroup Operations positions itself to achieve operational excellence by leveraging immixGroup's financial offerings, contract and pricing proficiencies, and B2B and robotic automation capabilities.

Furthermore, the Order Management Process is ISO-certified. immixGroup has established a Government-facing Order Management Team that is focused on driving efficiency and optimization for this process by continually assessing and aligning resources and systems to increase ease of doing business with all its customers and manufacturers. immixGroup’s systems and processes have been refined and proven successful for more than 20 years.

**immixGroup Order Management  
Brings Significant Value to Region 4  
ESC/OMNIA Partners**

- ISO-certified order management process ensures process improvement and customer satisfaction
- Proven ability to accommodate end of quarter, end of year, and surge orders
- B2B integration
- SLA driven response times ensures predictable, efficient order management

The Order Management Process

immixGroup has established a tactical Order Management process, detailed in Figure 2 below, to maximize efficiencies. Once our Inside Sales Teams create quotes in the system:

- immixGroup receipt/consumption of manufacturer quotes into immixGroup quoting tool;
- our Inside Sales Representative creates a complete quote returning to the customer via email;

- immixGroup, if necessary, can provide technical resources to assist the partner to build the right solution/quote to meet the customer's requirements;

immixGroup currently executes orders for our customers via a line card of 250+ suppliers. We execute these orders via use of immixGroup and manufacturer tools, processes, and automation wherever possible.

The order process includes the following:

- immixGroup inside sales receives in bound purchase orders via email or standard B2B messaging
- immixGroup acknowledges receipt of purchase orders via email or standard B2B messaging
- immixGroup inside sales completes internal order validation (end user name, reseller PO, price, configuration, ship to address, credit, requested schedule date, special delivery or entitlement requests)
- immixGroup system creates a purchase order to the manufacturer for the specific order and transmits to supplier via manual/automated email or standard B2B
- immixGroup inside sales confirms manufacturer receipt, processing, and schedule date of the order or renewal if no B2B message is enabled with the manufacturer
- immixGroup system provides customer with automated order status via manufacturer received information if customer signs up for the notification.
- immixGroup receipts manufacturer invoice, ship notice, and/or proof of entitlement
- immixGroup invoices customer per the agreed to price of the product shipped or entitled

**Figure 2 – immixGroup's Order Management Process**

**REDACTED**

The immixGroup Sales Operations Representative will:

- Complete PO receipt to order service/entitlement/delivery
- Provide backlog Management and interface to supplier fulfillment/supply chain
- Manage post order changes, expedites, billing or proof of entitlement issues

Accommodating Surges in Orders and Processing Late Orders

immixGroup's Service Level Agreement from receipt of a PO from the customer through booking and submission of the order to our manufacturer is normally four hours or less. immixGroup constantly works with our manufacturers to simplify order flows through the following methods:

- B2B integration
- Timely communications
- Proactive catalog and price book consumption
- Quick resolution of any failing orders

Additionally, we work closely with our manufacturers to ensure a faster cycle time/cadence for critical end of fiscal period orders. A proactive approach is taken to align extended hour and on call support during this time to include west coast customers.

**M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

**\$0.00 in year one**

**\$0.00 in year two**

**\$0.00 in year three**

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

immixGroup agrees to pay the administration fee based on the net prices for actual sales made against this Master Agreement. immixGroup does not guarantee minimum sales.

**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.**

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

immixGroup will respond to the Public Agency's solicitation with prices that are equal to or below the catalog prices that have been set for the Master Agreement. For all purchases against the Master Agreement, immixGroup will ensure all sales are 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.**

immixGroup will respond to the Public Agency's solicitation with prices that are equal to or below the catalog prices that have been set for the Master Agreement. For all purchases against the Master Agreement, immixGroup will ensure all sales are reported to OMNIA Partners.

- 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).**

While immixGroup will promote the Master Agreement as the preferred contract that the Public Agency utilize, should the Public Agency prefer to use a contract other than the Master Agreement, immixGroup will adhere to the pricing obligations of that contract, which may result in prices that are equal to or below the catalog prices that have been set for the contract. Sales not placed against the Master Agreement will not be 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.**

While immixGroup will promote the Master Agreement as the preferred contract that the Public Agency utilize, should the Public Agency prefer to use a contract other than the Master Agreement, immixGroup will adhere to the pricing obligations of that contract, which may result in prices that are equal to or below the catalog prices that have been set for the contract. Sales not placed against the Master Agreement will not be reported to OMNIA Partners.

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

immixGroup has responded to each option above.



iii. Offer extensive robust line of top manufactures

immixGroup holds partnerships with over 250 manufacturers. For purposes of this contract, immixGroup is initially proposing the following manufacturers, from which we have received Letters of Authorization:

1. A10 Networks
2. AINS, Inc.
3. Authentic8
4. BlueCat
5. Centrifify
6. Chef Software
7. Citrix
8. Code42
9. Commvault
10. Duo
11. Fortinet
12. LogRhythm
13. MariaDB
14. MobileIron
15. Palo Alto Networks
16. Smartbear Software
17. Symantec
18. Tanium
19. Tenable
20. Thycotic Software
21. Veeam

For the manufacturers immixGroup has included as part of its proposal response, their product solutions and services span across five technology categories, as assigned by immixGroup:

- **Cybersecurity**  
*To enhance the resiliency of public sector cybersecurity defenses and protect systems against internal and external threats, government agencies and their business partners need rapid, reliable access to the strongest cybersecurity tools available -- and the expertise to help them choose the right products. immixGroup represents an unmatched array of technologies from more than 90 top cybersecurity vendors. We understand the complex security challenges threatening our nation's government and critical infrastructure and the relevant initiatives that are driving technology acquisition.*
- **Business and Operations**  
*To do more with less while accomplishing your mission, you need technology solutions that create efficiencies, enable collaboration, eliminate redundancy, streamline business processes, and ensure integrity of operations. immixGroup's broad portfolio of enterprise solutions from more than 120 vendors helps you better manage resources, budgets, programs, assets, and operations to assist you in addressing complex business challenges.*

- **IT Infrastructure**

*With network consolidation and data center optimization initiatives taking hold across the government, many agencies are struggling to modernize aging IT infrastructure and address issues related to network performance, availability, disaster recovery, and security. They need solutions to help them reduce data center footprints and improve efficiencies through the virtualization of everything from servers to storage; from workloads to data centers; and from desktops to mobile end-user devices. immixGroup provides the COTS solutions government agencies and their business partners need to optimize IT infrastructures.*

- **Enterprise Mobility**

*Comprehensive mobility strategies enable government agencies to securely access systems, applications, content, and data in real-time from anywhere on any device. Successful implementation of those strategies requires solutions that provide for comprehensive security and management of mobile applications, content, devices, and policies.*

- **Big Data and Analytics**

*Data is increasingly recognized as the most valuable asset in your organization. Often overused, the term “Big Data” encompasses everything from business intelligence to data analytics, from managing structured to unstructured data, from business data to machine-generated data, etc. To move beyond the hype, you need big data tools and expertise to transition from acting on instinct to managing by insight. immixGroup provides a reliable source for best-of-breed big data technologies to harness your data through:*

- *Data integration and transfer*
- *Data storage and management*
- *Data search and access*
- *Data analytics*
- *Data visualization and outcomes*

immixGroup presently has over 250 active distribution and reseller agreements with large, established manufacturers, as well as many smaller and emerging manufacturers and service providers. We prioritize direct, authorized, and strategic relationships with these technology partners, allowing us to offer our customers a remarkable range of technical capabilities and customizable solutions spanning a full range of IT products and services. Our direct Supplier relationships are led by supplier-focused account management teams assigned by technology groups. Dedicated teams support our largest manufacturers such as Palo Alto, Symantec, Citrix, and Tanium. Other teams focus on best-of-breed technology portfolios including Cloud Computing, Cyber Security, Business Process Management, Product Lifecycle Management, Data Management, and Emerging Technologies.

Post-award, immixGroup will continue to market the contract across its growing list of manufacturers so that we can ensure customers have a broad range of products and services to meet their mission objectives. As such, immixGroup will work with Region 4 ESC/OMNIA Partners to continue adding new manufacturers to the contract catalog.

To see a list of all manufacturers currently offered by immixGroup, visit the following URL:

<https://www.immixgroup.com/government/products/all-brands/>

iv. Is pricing available for all products and services?

immixGroup confirms that pricing will be available for all products and services for those manufacturers it has included as part of this proposal response.

v. Describe any shipping charges

Standard shipping charges are included in the net price being offered. Any shipping requirements that are not considered standard (e.g. overnight, 2-day, etc.) will be subject to shipping charges which will be provided to the customer in a quote.

vi. Provide pricing for warranties on all products and services.

The manufacturer's standard commercial licensing terms, support, and warranties will apply for applicable products and services offered and all standard warranties are provided at no additional cost. Any extended warranties, if offered by the manufacturer, shall be purchased by the customer at the pricing set forth in the immixGroup catalog price list.

vii. Describe any return and restocking fees.

The manufacturer's standard commercial licensing terms, support, and warranties will apply for applicable products and services offered. This includes any return and/or restocking fee policies of a manufacturer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

immixGroup may offer customers additional discounts or rebates at the order level when the circumstances justify (e.g. competitive landscape, quantity/volume of potential purchase, etc.). Any additional discount may vary by opportunity and circumstance, as well as by manufacturer and product.

ix. Describe how customers verify they are receiving Contract pricing.

immixGroup has developed compliance tools across multiple facets of its business. Compliance begins with an automated system for ingesting, analyzing, and preparing modifications to price books. Leveraging our years of price book management experience and well over one million products managed under our contracts, we developed our proprietary immixGroup Price List Management (iPLM) system.

The iPLM system ingests a manufacturer's commercial price book, analyzes it for changes, and, once changes are acknowledged by the manufacturer, creates the requisite modifications to the various price books immixGroup manages for the manufacturer. These modifications are then submitted to the government agency for approval. Once approved, government price books are released to a dedicated web page, the manufacturer's sales team, the authorized partners, and any distributors involved. The

iPLM system is able to render the current price book, a price book at any given date in history, or a history of price changes for a given part. The iPLM system is ISO 9001:2015 certified and completely auditable. iPLM is also linked to our immixGroup quoting system to ensure our sales team provides the not-to-exceed prices to customers based on the contract selected for that quote.

Coupled with the iPLM system is immixGroup's Point of Sale (POS) reporting system, which is also ISO 9001:2015 certified. As part of each of its channel programs, immixGroup collects sales reports on a monthly basis. These reports are run through the POS system to determine that: 1) all parts reported are on contract at the time of the sale; 2) the prices charged are not in excess of the contract ceiling price at the time of sale; and 3) all extended prices are calculated correctly. Discrepancies are resolved on an ongoing basis by a dedicated channel compliance team. Issues are tracked to ensure resolution within allowable timelines.

The compliance team also oversees initial partner boarding to ensure all partners can properly quote and deliver needed reports. Mandatory partner training is conducted on an annual basis and ad hoc as necessary, based on issues discovered during discrepancy resolution. Quote and order packages are gathered monthly to verify on-going compliance and government-facing quote and order compliance. Where discrepancies are unresolved or reports are not provided in a timely fashion, cure notices are issued. Outstanding cure notices are resolved on an ongoing basis by the compliance team. Unresolved cure notices result in suspension from the program.

x. Describe payment methods offered.

immixGroup can accept payment by electronic funds transfer (EFT), which is the preferred method of payment. immixGroup can also accept payment using a Mastercard, American Express, or VISA credit card.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

immixGroup consistently strives to ensure its contract catalogs are current with the manufacturer's commercial offerings. When a manufacturer provides an updated commercial price list, immixGroup utilizes its iPLM system to capture changes (e.g. price changes, additions, deletions, etc.), and provide updates for one or more manufacturers to Region 4 ESC/OMNIA Partners on a monthly basis, at a minimum. Frequency will vary since manufacturer timelines vary as to when they make any updates to their commercial price lists. For those manufacturers already listed on the contract catalog price list, immixGroup will honor the discounts that were used. Should an existing manufacturer offer a new product line, immixGroup will work with Region 4 ESC/OMNIA Partners to negotiate an update to the catalog that may require a new discount.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

For those manufacturers already listed on the contract catalog price list, immixGroup will honor the discounts that were used. Should an existing manufacturer offer a new product line, immixGroup will work with Region 4 ESC/OMNIA Partners to negotiate an update to the catalog that may require a new discount.

For new manufacturers that immixGroup will propose for addition, immixGroup will work with Region 4 ESC/OMNIA Partners to negotiate pricing/discounts.

xiii. Provide any additional information relevant to this section.

immixGroup has access to a vast portfolio of over 250 manufacturers providing customers with a wide-range selection of technologies that:

- Provide competitive pricing for software solutions, services, and other items that are in high demand within the public sector marketplace.
- Offer the manufacturers' latest updated or new technologies through the systems and process of immixGroup updating the contracts price list catalog in a timely manner.
- Provide customers the assurances in knowing that all items purchased through immixGroup will be supported by the manufacturers standard commercial warranties and support policies and resources.

## Tab 3 – Performance Capability

*Response to Section IV (Evaluation Process and Criteria), Paragraph 2(b) of the RFP:*

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

immixGroup has provided its response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract, which is enclosed as part of Tab 3.a, Performance Capability titled **“immixGroup Tab 3 Performance Capability\_Appendix D-Exhibit A.pdf.”**

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

immixGroup will sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award and has completed all reviews required for signature. Proposed exceptions to the OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form is enclosed as part of Tab 1, Draft Contract and Offer and Contract Signature Form (Appendix A), of this proposal response.

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

immixGroup is including within Tab 3.a of its proposal response the completed Appendix D, Exhibits F (Federal Funds Certifications) and G (New Jersey Business Compliance), titled **“immixGroup Exhibit F - Federal Funds Certifications.pdf”** and **“immixGroup Exhibit G - New Jersey Business Compliance.pdf.”**

iv. Describe how Offeror responds to emergency orders.

immixGroup will follow similar procedures it currently uses for Federal DPAS rated purchase orders, which are issued as a result of an emergency. The purpose of DPAS is to assure the timely availability of industrial resources to meet current national defense and emergency preparedness program requirements and to provide an operating system to support rapid industrial response in a national emergency.

1. An Emergency flagged order is received by immixGroup
  - a. The sales team verifies the emergency flag and notes such flag on the Customer Purchase Order (PO).
  - b. Inform immixGroup Order Operations Team that an emergency order has been submitted.



2. Processing the Emergency Order
  - a. Include notes on the Internal comments of the PO calling out the emergency flag.
  - b. Include notes on the External comments of the PO calling out the emergency flag so the Vendor's Order Operations team can place priority.
3. Sending the Emergency Order to Vendor
  - a. Once the PO is processed internally at immixGroup and an immix PO number has been assigned to the order, the sales team contacts the Vendor to inform them of an emergency order is in route so that priority is taken on that purchase order

v. What is Offeror's average Fill Rate?

As part of immixGroup's oversight of ISO-certified processes, we keep track on a monthly basis the percentage of purchase orders that we issued to and were accepted by our manufacturers. REDACTED.

immixGroup's value-added order processing program uses an automated workflow system, using the OnBase software platform, that allows scaling of our order processing production, *which currently exceeds 20,000 orders per year*. This system, built using business management software, ensures a high degree of accuracy by moving the order through various stakeholder queues based on the customer's purchase order. For example, simple product-based orders move through a minimum number of queues, while more detailed product-related services move through additional queues, including one monitored by a program manager to ensure the customer's need is accurately reflected on the resulting order without undue delay.

Additionally, it has been immixGroup's experience that order processing and timely production of invoices spikes throughout the course of the year during various fiscal year ends. As such, immixGroup uses a cross-trained workforce to adapt to these high-volume workloads to meet the time constraints and service level needs of our customers.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

immixGroup has a strong record for ensuring on time delivery of products to our customers. We work directly and closely with our manufacturers in ensuring orders placed are processed in a timely manner and product is delivered within the time requirements that customer requested within its purchase order to immixGroup. immixGroup tracks all shipments and delivery of orders, and before invoicing, must receive a Proof of Entitlement (POE) and/or Proof of Delivery (POD) from the manufacturer. To the extent that there will be a delay in delivery, immixGroup will communicate such delays to the customer in a timely manner and work with the manufacturer and customer to provide a timeline for expected shipment and delivery.

vii. Describe Offeror's return and restocking policy.

immixGroup does not have a return and restocking policy. Rather, the standard commercial return and restocking policies in the applicable manufacturer's commercial terms and conditions will apply.

viii. Describe Offeror's ability to meet service and warranty needs.

immixGroup has a direct relationship with its manufacturers to provide the manufacturers' standard commercial warranties and technical support offerings, which may include support via email, on-line chat, and telephone. Should a customer contact immixGroup personnel directly, immixGroup will route to the appropriate manufacturer technical resources. Manufacturers' technical support contact information may be found on the immixGroup website.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

immixGroup's commitment to customer satisfaction is demonstrated throughout its core business processes, from order processing and tracking to invoicing and beyond. All customers who have product delivered to them through immixGroup are tracked in our ISO-certified Quality Management System, iQMS. immixGroup maintains several work instructions and policies surrounding customer service and customer satisfaction. On a monthly basis, we measure our efforts regarding follow up with customers to ensure receipt of product, ensure satisfaction with order processing, and offer assistance where appropriate. In all cases our metrics are on target and better than industry standards.

**Figure 1 – immixGroup's Customer Satisfaction Flowchart**

REDACTED

immixGroup is committed to providing customers the following support services free of charge:

- Timely and accurate quarterly sales reports, based on current offerings and prices
- Timely dispatch of up-to-date hard and soft copy ordering guides
- Commercially available technical specifications, either on-line or in hard copy form, for any product available on our contracts, per a customer's request
- Configuration analysis to determine the suitability, correctness and availability of our offerings to the customer's requirement

Further, immixGroup account teams provide acknowledgement within four (4) business hours of receipt of a quote request or purchase order and validated purchase orders are generally processed within 24 hours. Order receipt methods include mail, phone, and electronic means such as facsimile, e-mail, or other internet-based communications. Order status reports are available on-demand by contacting your account manager.

The standard hours of operation for our customer service department are 8:30-5:30 EST, Monday through Friday. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).

x. Describe Offeror's invoicing process.

immixGroup's team of billing specialists are responsible for creating customer invoices, following any specific invoicing instructions set forth in the customer's purchase order. Invoices meet any and all requirements outlined in the RFP and are submitted by mail or email, whichever is preferred by the customer. Our billing specialists ensure all invoices are submitted within the time period provided. immixGroup accepts payment by electronic funds transfer (EFT), Mastercard, American Express, or VISA credit cards.

**Figure 2 – immixGroup’s Customer Invoice Procedure**

REDACTED

Furthermore, given our extensive public sector experience, our billing specialists understand that state and local governments are generally exempt from Federal excise taxes and other related taxes.

Specific to invoices for software and other product, immixGroup generally issues invoices upon receiving confirmation from the manufacturer that the software and/or product(s) has been electronically delivered or customer confirmation that the software and/or product(s) has been received. Once our billing specialists have received confirmation of receipt of the software and/or products, we generate the invoice to be submitted to the customer.

In most cases, Installation and Training Services will be invoiced monthly in arrears unless specified otherwise by the customer.

Specific to invoices for software maintenance, immixGroup generally issues invoices upon receiving confirmation from the manufacturer that the customer has access to the software maintenance, but in no event will a customer be invoiced prior to the start of the period of performance as indicated on an applicable purchase order.

xi. Describe Offeror's contract implementation/customer transition plan.

immixGroup has included a detailed implementation and marketing 90-day plan ("**immixGroup 90-Day Implementation and Marketing Plan.pdf**") that it will initiate upon award of a contract and Master Agreement.

#### Marketing

We understand that the ultimate success of this contract will heavily depend on marketing efforts. immixGroup has an experienced marketing department which will actively market the Region 4 ESC/OMNIA Partners contract directly to customers, manufacturers, and partners with a rollout of activities to include, without limitation:

- Co-branded press release
- Hosted and recorded informational webinar to be made available to our manufacturer and partner community on-demand introducing the contract
- Dedicated contract website
- Product-specific educational webinars
- Social amplification through immixGroup's SLED team
- Customer- and Vendor-facing electronic brochure (PDF downloadable version on immixGroup's website)
- Participation at trade shows and industry events
- Conference-specific hard copy handouts
- Social and Public Media outreach such as promoting the contract, events, and/or news on LinkedIn, Facebook, and Twitter



immixGroup's process emphasizes marketing information through the channel because our partners are entrenched in the customer community and we amplify our market presence by supporting their efforts. We will provide marketing kits to partners to help them promote the contract vehicle with specific messaging approved by Region 4 ESC and OMNIA Partners; the kits will include sample tweets, a contract FAQ, customer talking points, a link to the contract website, and a press release for the partner to publish. We will begin implementing these activities within 90 days of award and continue to execute these marketing plans throughout the life of the contract to maintain a high level of awareness within the industry.

#### Contract Roll-Out/Implementation

immixGroup's implementation plan includes action items across multiple business units designed to boost engagement and speed up the customers' ability to leverage or access the contract.

#### *Sales Teams*

- Meet with awarded manufacturers to design and execute a tailored SLED strategy
- Engage with current prospects and funnel existing sales pipeline towards the Region 4 ESC/OMNIA Partners vehicle

#### *Partner Alliances*

- Work to strengthen depth and breadth of initial award: liaise with partners and service providers in our channel network to add eligible dealers to the contract
- Publicize award in monthly partner newsletter

#### *Contracts/Programs*

- Work to strengthen depth and breadth of initial award: liaise with additional manufacturers on the immixGroup line card to add eligible suppliers to the Region 4 ESC/OMNIA Partners vehicle
- Establish reporting and fee remittance workflow in immixGroup systems
- Set up contract profile and pricelists in immixGroup systems
- Work with marketing team to develop and launch contract brochure, dedicated webpage in our corporate website
- Create training curriculum and present materials to sales team, manufacturers, and partners

Sales team training in the immixGroup organization is centralized through our award-winning, ISO-certified corporate training program, immixUniversity. immixUniversity offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at immixGroup and upon award, the immixGroup Contracts/Programs team will develop a curriculum to educate the salesforce, including authorized partners, on how to market the new contract. This course will serve to raise awareness of the Region 4 ESC/OMNIA Partners contract, instruct reps in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.

xii. Describe the financial condition of Offeror.

immixGroup's parent company, Arrow Electronics, Inc. (Arrow), is a publicly traded company. In 2018, Arrow reported \$29.7 billion in sales and currently is #109 on the Fortune 500 rankings. Financial results can be found at: <https://investor.arrow.com/financials/financial-results/default.aspx>.

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

immixGroup will create a dedicated page off our public corporate website, [www.immixgroup.com](http://www.immixgroup.com), providing customers access to key contract details such as, but not limited to:

- Manufacturers supported on contract
- Real-time pricing access
- Key contact information and ordering instructions
- Authorized participating dealers
- A copy of the awarded contract and any amendments

immixGroup will handle all orders through mail, phone, facsimile, EDI, XML, or email communication.

xiv. Describe the Offeror's safety record.

immixGroup and its parent company, Arrow Electronics, Inc., is committed to ensuring a safe environment for its employees and customers alike. Arrow maintains a Code of Business Conduct and Ethics to which all employees must agree and adhere. Such policies include, but are not limited to, ensuring the workplace is free from discrimination and harassment, integrity of Arrow and customer records, maintenance of confidential information, compliance with anti-bribery and corruption laws, and protection of physical assets and intellectual property. In addition, Arrow maintains a 24-hour a day, seven days a week "AlertLine," which provides a method for reporting to the Chief Compliance Officer and, where appropriate, Arrow's Board of Directors with complete anonymity.

xv. Provide any additional information relevant to this section.

immixGroup understands how to support, market, and sell into the public sector market. The foundation of our entire business has been built around serving the public sector. By partnering with immixGroup, Region 4 ESC, OMNIA Partners, and the Public Agencies will see the benefits of:

- Over two decades of proven success supporting the public sector
- The size and market reach to ensure sales opportunities are identified, managed, and closed most efficiently
- Business model 100% focused on the public sector
- Innovative public sector marketing and lead generation programs
- Experienced sales support team
- ISO 9001:2015-certified business processes ensure order management efficiencies

## Tab 3 – Performance Capability

*Response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract, Section 3.3(A) and Section 3.3(B) of the RFP:*

### immixGroup 90-Day Implementation and Marketing Plan

Name / Description	Marketing and/or Sales Focus	Type of Marketing Effort	Audience	Type of Value				Notes
				Awareness	Education	Face-to-Face Networking	Lead Gen	
<b>SLED-Facing Flyer</b>	Implementation and Marketing	Printed Material	state & local governments; educational institutions (SLED)	X	X			Flyer will outline the products available through immixGroup on the contract, how public agencies can leverage this contract, and the benefits of doing so.
<b>Vendor-Facing Flyer</b>	Implementation and Marketing	Printed Material	immixGroup manufacturer Clients	X	X			Flyer will outline the benefits to manufacturers of working with immixGroup to leverage the contract nationwide towards public agencies.
<b>immixGroup all staff internal announcement</b>	Implementation and Marketing	Press Release	immixGroup staff	X	X			Executive leadership announce award of contract and the leaderships support of it being immixGroup's flagship SLED contract vehicle.
<b>Press Release</b>	Marketing	Press Release	media outlets	X				Press release will be written by immixGroup, and if approved by the immixGroup parent company, co-branded with OMNIA partners and distributed through PR Web and select trade publications.
<b>Dedicated Website Pages</b>	Implementation and Marketing	Web-based	SLED; industry	X	X			Page will include appropriate information with contract details and contact information that includes a tollfree number and email, available product lines and pricing, and if applicable, links to external sites to Region 4 and/or OMNIA partners websites. Such website will include appropriate logos, marketing materials, and a copy of

Name / Description	Marketing and/or Sales Focus	Type of Marketing Effort	Audience	Type of Value				Notes
				Awareness	Education	Face-to-Face Networking	Lead Gen	
								the contract (with any amendments).
<b>Social Media Announcement</b>	Marketing	Web-based	SLED; industry	X				LinkedIn and Twitter
<b>immixGroup Sales Team training</b>	Implementation and Marketing	Training	immixGroup sales team	X	X	X		Coordinate with OMNIA Partners for immixGroup sales team training on the contract, including how to leverage and market.
<b>"How to Leverage the OMNIA Partners contract to Build Pipeline and Drive Revenue"</b>	Implementation and Marketing	Webinar	Manufacturers and Solution Providers	X	X			Following the model immixGroup has used for other contracts, this webinar will help manufacturers and partners better understand how the contract works and how to use it to best meet the needs of public agencies.
<b>Client Relationship Outreach</b>	Implementation and Marketing	Phone / In-Person Meetings	Manufacturer Clients	X	X	X		Ongoing outreach efforts to individual manufacturer Clients to reinforce the benefits of the contract.
<b>Commitment to attend and participate at national, regional and supplier-specific trade shows, conferences, and meetings.</b>	Marketing	Conference / Trade Show	e.g., NIGP Annual Forum, NPI Conferences, etc.	X		X	X	Coordinate with OMNIA Partners on national and/or regional trade shows, conferences, and meetings to attend. Will need to work with OMNIA Partners to discuss estimated budget for such events. Participation will be dependent on the amount of budget set aside.
<b>Commitment to attend and exhibit at the NIGP Annual Forum</b>	Marketing	Conference / Trade Show	state & local governments; educational institutions (SLED)	X	X	X	X	Dependent upon participation by immixGroup Clients to help defray costs.
<b>immixGroup Government IT Sales Summit</b>	Marketing	Conference / Trade Show	Manufacturers and Solution Providers	X	X	X	X	Will include printed marketing materials, and live session to include awareness of this contract and how to leverage.

NOTE: Additional activities may be added dependent upon which manufacturer Clients are added to the contract as well as in coordination with OMNIA Partners

**OMNIA PARTNERS EXHIBITS**  
**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 with proposal.

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

**APPENDIX II TO 2 CFR PART 200**

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

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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ 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**

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 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.

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 for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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 \_\_\_\_\_ Initials of Authorized Representative of offeror

Address, City, State, and Zip Code: 8444 Westpark Drive, Suite 200 McLean, Virginia 22102

Phone Number: 703-752-0611

Fax Number: 703-752-0610

Printed Name and Title of Authorized Representative: Jeffrey Ellinport, Director, Legal Affairs

Email Address: Jeff\_Ellinport@immixGroup.com

Signature of Authorized Representative: 

Date: 8/5/2019



**OMNIA PARTNERS EXHIBITS**  
**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 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate                      |

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.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** EC America, Inc.

**Street:** 8444 Westpark Drive, Suite 200

**City, State, Zip Code:** McLean, VA 22102

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I ☒ JEFF ELLINPORT, an authorized representative of EC America, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
immixGroup, Inc.	8444 Westpark Drive, Suite 200, McLean, VA 22102	100%
Arrow Enterprise Computing Solutions, Inc.	7459 S Lima St. Bldg 2, Englewood, CO, 80112	100% owner of immixGroup, Inc.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/5/2019  
Date

[Signature] Director, LEGAL  
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: EC America, Inc.

Street: 8444 Westpark Drive, Suite 200

City, State, Zip Code: McLean, VA 22102

State of VIRGINIA

County of FAIRFAX

I, JEFF ELLIOTT of the CITY OF MCLEAN  
Name City

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

I am the DIRECTOR, LEGAL AFFAIRS of the firm of EC America, Inc.  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*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*

EC America, Inc.  
Company Name

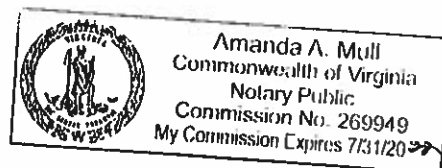
[Signature]  
DIRECTOR, LEGAL AFFAIRS  
Authorized Signature & Title

Subscribed and sworn before me

this 5<sup>th</sup> day of August, 20 2020

Amanda A. Mull  
Notary Public of VIRGINIA

My commission expires JULY 31, 20 22



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

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

**Company Name:** EC America, Inc.  
**Street:** 8444 Westpark Drive, Suite 200  
**City, State, Zip Code:** McLean, VA 22102

**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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**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 upon receipt from the

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.*

8/5/2019  
Date

  
Director LEGAL AFFAIRS  
Authorized Signature and Title

## STATE OF NEW JERSEY

Division of Purchase &amp; Property

Contract Compliance Audit Unit

EEO Monitoring Program

## EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

## SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY <b>541908609</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>190</b>		
4. COMPANY NAME <b>ImmixGroup, Inc</b>				
5. STREET <b>8444 Westpark Drive, Suite 200</b>	CITY <b>McLean</b>	COUNTY <b>Fairfax</b>	STATE <b>VA</b>	ZIP CODE <b>22102</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Arrow ECS, Inc</b>		CITY <b>Englewood</b>	STATE <b>CO</b>	ZIP CODE <b>80112</b>
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>190</b>				
10. PUBLIC AGENCY AWARDED CONTRACT <b>State of New Jersey</b>				
CITY COUNTY STATE ZIP CODE				
Official Use Only DATE RECEIVED INAUG. DATE ASSIGNED CERTIFICATION NUMBER				

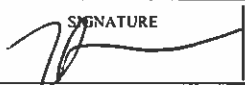
## SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****				
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)	204	112	92	11	5	0	14	72	7	8	0	9	64
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>5 14 18</b>
13. DATES OF PAYROLL PERIOD USED From: <b>7/13/2019</b> To: <b>7/26/2019</b>		

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Susan Miller</b>	SIGNATURE 	TITLE <b>Mgr-Compliance/Reporting</b>	DATE MO DAY YEAR <b>7 31 19</b>		
17. ADDRESS NO. & STREET <b>9200 E Panorama Circle, #170</b>	CITY <b>Centennial</b>	COUNTY <b>Arapahoe</b>	STATE <b>CO</b>	ZIP CODE <b>80112</b>	PHONE (AREA CODE, NO. EXTENSION) <b>720 - 398 - 0605</b>

# Section B - Employment Data

#11 (Use the below data with the additional ethnicity categories fully representing the employee population)

Job Categories	All Employees			Permanent Minority/Non-Minority Employee Breakdown													
	Col 1 Total (Col's.2&3)	Col 2 Male	Col 3 Female	Male							Female						
				Black	Hispanic	American Indian	Asian	Native Hawaiian/ Other Pacific Islander	Two or More Races	White	Black	Hispanic	American Indian	Asian	Native Hawaiian/ Other Pacific Islander	Two or More Races	White
Officials/ Managers	35	18	17	1	0	0	3	0	2	12	2	1	0	2	0	0	12
Professionals	36	18	18	0	0	0	3	0	1	14	2	2	0	2	0	0	12
Technicians	5	3	2	1	0	0	0	0	0	2	0	0	0	1	0	0	1
Sales Workers	99	56	43	8	5	1	5	1	5	31	1	4	0	3	0	4	31
Office & Clerical	15	3	12	1	0	0	0	0	0	2	2	0	0	2	0	0	8
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	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	0	0
TOTAL	190	98	92	11	5	1	11	1	8	61	7	7	0	10	0	4	64

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

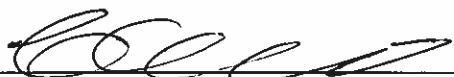
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**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](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](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.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4, continued **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."

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
 Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
 no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	EC America, Inc.		
Address:	8444 Westpark Drive, Suite 200		
City:	McLean	State: VA	Zip: 22102

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
 Signature

JEFF ELLINPORT  
 Printed Name

Director, LEGAL AFFAIRS  
 Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**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.**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** EC America, 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: immixGroup, Inc. (100% owner)	Name:
Home Address: 8444 Westpark Drive, Suite 200 McLean, VA 22102	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

*IN THE COMMONWEALTH OF VIRGINIA, County of FAIRFAX*

Subscribed and sworn before me this 5<sup>th</sup> day of August, 2019.

*Amanda A. Mull*  
(Notary Public)

My Commission expires:  
7/31/2022



Amanda A. Mull  
Commonwealth of Virginia  
Notary Public  
Commission No. 269949  
My Commission Expires 7/31/2022

*[Signature]*  
(Affiant)

SEFF ELLIOTT Director, LEGAL  
(Print name & title of affiant)

(Corporate Seal)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: RFP # 19-09

Bidder/Offoror: EL America

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offoror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offoror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): JEFF ELLIOTT

Signature: [Signature]

Title: Director, LEGAL AFFAIRS

Date: 8/5/2019

04/11/19

Taxpayer Identification# 522-085-893/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)282-8282.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 152  
TRENTON, NJ 08646-0152

TAXPAYER NAME:  
EC AMERICA, INC.

ADDRESS:  
8444 WESTPARK DRIVE STE 200  
MCLEAN VA 22102-5112  
EFFECTIVE DATE:

04/11/19

TRADE NAME:

SEQUENCE NUMBER:  
2335044

ISSUANCE DATE:  
04/11/19



Director  
New Jersey Division of Revenue

FORM BRG

## Tab 4 – Qualification and Experience

*Response to Section IV (Evaluation Process and Criteria), Paragraph 2(c) of the RFP:*

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

immixGroup, **founded in 1997** and purchased by Arrow Electronics, Inc. in 2015, was established to serve as a bridge between government customers and commercial IT manufacturers and service providers. Today, immixGroup is recognized as one of the largest value-added distributors of enterprise IT products for U.S. federal, state and local government agencies and educational institutions. We are a public sector innovator, developing and delivering programs designed to ensure the success of large government programs and contract vehicles such as NASA's SEWP V, GSA's Multiple Award Schedules, DoD ESI BPAs, and a variety of state and local government contracts such as Ohio STS, California CMAS, Texas DIR, NCPA, and NASPO Value Point, to name a few. immixGroup's corporate office location is in McLean, VA, just outside of Washington, D.C.

### Parent Company

immixGroup's parent company, Arrow Electronics, Inc. (NYSE: ARW), headquartered in Centennial, Colorado, is a global distributor of products, services, and solutions to industrial and commercial users of electronic components and enterprise software. Arrow Electronics guides innovation forward for more than 200,000 of the world's leading manufacturers and service providers of technology used in homes, business and daily life. Through a network of more than 349 locations worldwide, Arrow brings electronics and information technology to enterprises in industrial and commercial markets including aerospace and defense, transportation, finance, health and manufacturing. Arrow distributes products across many categories including lighting, power management, data center infrastructure, cloud services (public, private, hybrid, virtual) and the many new technologies of the internet of things (IoT). As the public sector arm of Arrow, immixGroup is able to leverage Arrow's manufacturer and partner relationships and its extensive operational efficiencies to deliver state-of-the-art technology to government agencies.

- ii. Describe Offeror's reputation in the marketplace.

immixGroup is recognized as one of the largest value-added distributors of enterprise IT products for U.S. federal, state and local government agencies and educational institutions. We are a public sector innovator, developing and delivering programs designed to ensure the success of large government programs and contract vehicles such as NASA's SEWP V, GSA's Multiple Award Schedules, DoD ESI BPAs, and a variety of state and local government contracts such as Ohio STS, California CMAS, Texas DIR, NCPA, and NASPO Value Point, to name a few.

The public sector represents 99% of immixGroup's business. Since our founding, immixGroup has sold over \$12 billion in technology products and services to government agencies and has established industry and manufacturer partnerships with more than 250 leading original equipment manufacturers (OEMs) and 1,200 technology resellers and service providers spanning every socio-economic category and technology specialization. In contrast with typical contractors, immixGroup is an agile, ISO 9001:2015-certified business focused almost entirely on product delivery and services solutions. Our extremely low overhead costs allow us to provide optimal strategic sourcing to serve the needs of the public sector.

immixGroup's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly experienced management team and our ISO-certified processes for training new professionals to support our growth. Our current staff has deep expertise in meeting each customer's specific requirements and in the technology required to satisfy those needs.

We are a top ten Information Technology (IT70) GSA Schedule contractor with sales in Fiscal Year 2018 of over \$340 million. We consistently receive awards and recognition for accomplishments in the technology industry, including most recently being named a *Washington Technology Top 100* and *Training Top 125*. In 2018, immixGroup's parent company, Arrow Electronics, Inc., reported \$29.7 billion in sales and currently is #109 on the Fortune 500 rankings.

iii. Describe Offeror's reputation of products and services in the marketplace.

immixGroup continually expands its offerings by establishing and growing relationships with leading technology companies. immixGroup delivers specialized resources and an expertise that technology companies need to increase their revenue, support their demand creators and operate efficiently in the complex public-sector IT market, all leading to mission-driven results. These include industry-specific market intelligence services, marketing, smart lead generation, channel development, compliance programs, technical solutions, integration and logistics capabilities, and capital solutions.

We prioritize direct, authorized and strategic relationships with these technology partners, allowing us to offer our government customers a remarkable range of technical capabilities and customizable solutions spanning a full range of IT products and services. Our direct OEM relationships are led by manufacturer-focused account management teams assigned by sector. Dedicated sector teams support our largest OEMs such as IBM, Cisco, Palo Alto, Dell EMC and Symantec. Other sectors focus on best-of-breed technology portfolios including cybersecurity, business process management, product lifecycle management, data management and emerging technologies.

In addition to the OEMs identified in our proposal, immixGroup maintains strong relationships with more than 250 OEMs that are continually developing new technologies. As our customers' technology needs expand, immixGroup is prepared to offer such technologies at competitive prices.

iv. Describe the experience and qualification of key employees.

immixGroup understands the importance of ensuring the awarded contract is implemented quickly, marketed to our entire channel of manufacturers, partners, and eligible customers, and utilized by the sales teams. This is why immixGroup has assigned the key employees listed below to be focused and dedicated to this contract. These key employees hold a successful track record in their area of expertise, all of which will be vital for the overall usage and success of this contract:

**Troy Fortune**

**Vice President & General Manager**

Mr. Fortune was named vice president and general manager of immixGroup in July 2018. He brings with him over 30 years of channel sales leadership experience in both commercial and public sector markets. Since joining immixGroup's parent company, Arrow Electronics, in 1995, Mr. Fortune has distinguished himself as a highly effective sales executive with a proven track record in growing channel business and enabling partners to streamline and grow their businesses. He spent many years focusing on the storage business and was an integral part in establishing a dedicated storage business unit at Arrow. After Arrow Electronics' acquisition of immixGroup in 2015, Mr. Fortune was asked to lead immixGroup's

infrastructure systems business and the overall channel organization. His industry knowledge, strong leadership skills and visionary approach have contributed greatly to the growth and expansion into new business areas in the public sector.

**David Tong**  
**Senior Sales Director**

David Tong was named senior sales director in June 2016 and oversees the infrastructure systems and enterprise cyber organizations at immixGroup. He brings with him over sixteen years of channel and sales leadership experience in the public sector. Since joining immixGroup in 2011, he has consistently demonstrated his ability to develop and lead high-performance sales teams and expand partner business. A former U.S. Marine, Mr. Tong leads by example and strongly believes in trust and accountability. His industry knowledge, strong relationship skills and team-first approach have made him a valued asset to immixGroup, and the partners he supports.

**Jeff Ellinport**  
**Division Counsel**

Jeff Ellinport manages legal and compliance functions and oversees the immixGroup team that manages over 40 public sector contract vehicle programs. He is responsible for reviewing the ongoing engagements with original equipment manufacturers, software publishers, cloud service providers and their partners. He has deep knowledge and experience in government contract vehicles, federal procurement regulations, IT licensing, cloud services, subcontract agreements, government relations and federal contract claims. Prior to joining immixGroup in 2006, Mr. Ellinport held senior corporate counsel positions with companies including Qwest Communications Corp. (Century Link), Inktomi (Yahoo!), and Siebel Systems (Oracle). Mr. Ellinport has a bachelor's degree in political science from Bates College and a JD from George Washington University.

**Ann Cassar**  
**Manager, Partner Alliances**

Ann Cassar joined immixGroup in 2015 and soon after was named Partner Alliance manager to oversee its Channel development organization. She and her team are responsible for the overall management and execution of our public sector partner growth strategy aligning our solutions and services with their go-to-market initiatives. She brings with her over 10 years of business management and sales leadership experience and is a valuable asset to the company, her team and partnerships she supports.

**Adam Hyman**  
**Director, Government Programs**

Adam Hyman brings over 15 years of knowledge and experience in public sector contract administration and program management to the immixGroup team. He is presently serving as the Director of Government Programs for all the immixGroup companies. Mr. Hyman and his team of Compliance Associates and Contract Specialists are responsible for the overall management and compliance of acquisition contract vehicles held by immixGroup, such as GSA Schedule 70, NASA SEWP V, NETCENTS II-Products, DoD ESI BPAs, and a variety of others including multiple State and Local contracts.

**Chauncey Kehoe**  
**Contracts Manager, SLED**

Chauncey Kehoe brings over seven years of knowledge and experience in public sector contract administration to the immixGroup team. She is presently serving as the Contracts Manager for the State, Local and Education contracts for all the immixGroup companies. Ms. Kehoe is responsible for the overall management and compliance of contract vehicles held by immixGroup, such as NASPO, NCPA, Ohio STS, Texas DIR and a variety of others State and Local contracts.



v. Describe Offeror's experience working with the government sector.

immixGroup, originally founded as a public sector contract management company, is a recognized leader in providing procurement and contract management solutions to IT manufacturers and delivering smooth procurements to government entities. We have more than two decades of experience teaming with our industry partners to fulfill the programmatic and operational requirements of a prime contractor on major public sector contract vehicles. As an industry-leading technology distributor with extensive public sector experience, deep and broad manufacturer relationships, and a secure global supply chain, immixGroup delivers reliable access to the technology products and solutions defined in the RFP.

The public sector represents 99% of immixGroup's business. Since our founding, immixGroup has sold over \$12 billion in technology products and services to government agencies and has established industry and manufacturer partnerships with more than 250 leading original equipment manufacturers (OEMs) and 1,200 technology resellers and service providers spanning every socio-economic category and technology specialization.

vi. Expertise working with the public sector and understanding of the unique technical and regulatory requirements.

immixGroup's organization's core infrastructure is based on managing and fulfilling major public sector product contract vehicles such as our various GSA IT Schedule 70 contracts, NASA SEWP, NASPO ValuePoint, NCPA, Texas DIR, etc. Our ISO-certified processes and systems are second to none in providing public sector-focused procurement and contract management solutions to IT manufacturers. Our extensive understanding of the government procurement process, drawn from decades of experience working with government contracting officers on behalf of a variety of commercial technology suppliers, allows our suppliers to maintain compliance and focus their resources on growing their business.

The immixGroup staff, which includes multiple government contracts attorneys and a team of compliance analysts and dedicated contract and program managers, is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly experienced management team and human resources processes for hiring and training new professionals to support our growth. Our staff has deep expertise in government requirements and regulations as well as our clients' go-to-market strategies and specific business requirements. This blend of government and commercial knowledge has led to thousands of approved contract actions.

immixGroup continually keeps up to date on compliance and contracting issues through numerous association memberships, actively participating in all the associations that are involved in government contracting issues including the American Bar Association (ABA), the National Contract Management Association (NCMA), and the Coalition for Government Procurement. These associations play different roles in the legislative, regulatory, and policy-making processes and immixGroup personnel have participated at all levels, helping to draft comments to proposed rules, as well contributing numerous articles and lectures on government contracting regulations including the FAR, DFARS, and GSAR for the benefit of commercial companies. Further, immixGroup offers internal training to its staff with courses such as Government 101, Legal Fundamentals, Federal Contracting Basics, and multiple compliance courses specific to its major contract vehicles such as GSA, NASA SEWP, and various SLED contract vehicles. Additionally, all immixGroup employees are required to take annual compliance training on topics such as anti-bribery, ethics, non-discrimination, and business integrity.

As a long-standing government supplier of commercial items to the public sector, immixGroup is familiar with all relevant FAR, GSAR, and DFARS regulations bearing on its performance as a Prime contractor. Additionally, immixGroup’s Legal team reviews all regulations and requirements in immixGroup’s state and local contracts to ensure compliance.

Examples of specific regulatory compliance focuses on management of the following primary areas:

- *Size status* – immixGroup is a large business.
- *Trade Agreement Act* – Our immixGroup Price List Management (iPLM) system maintains a database of approved country codes. An item is flagged if it is entered into the system with an unapproved country code. Each individual item must be supplied by the manufacturer with a country code. Per our agreements with manufacturers we seek notice of any changes to the point of manufacturer for any item.
- *HR-related matters* - immixGroup is an equal opportunity employer. It maintains an affirmative action plan and all required outreach programs needed pursuant to EEOC, VETS-100, and Affirmative Action Plans.
- *Pricing changes* – immixGroup seeks timely updates to pricelists and any significant changes to the manufacturer’s sales practices to ensure all needed modifications are provided to the government.
- *Reporting requirements:*
  - *Contract Fees* – The immixGroup Point-of-Sale (POS) system tracks all monthly sales of items on contract, the special item number corresponding to each item, and the amount paid by the customer. Fees are collected from the partners or the manufacturer (based on the specifics of the manufacturer program) on a monthly basis. On a quarterly basis, immixGroup prepares a report for its applicable contract vehicles and remits the requisite fee to the appropriate contracting office.

vii. License to do business in all 50 states.

immixGroup can conduct business in all 50 states and has all necessary licenses as required by applicable state law.

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

To the best of our information, knowledge and belief, immixGroup or its officers and directors do not have any past material litigation, bankruptcy, reorganization, or state investigations against them.

ix. Provide a minimum of 10 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.

Refer to Tab 4a (“**immixGroup Tab 4a References.pdf**”) for immixGroup’s response to this section.



x. Provide any additional information relevant to this section.

Since its founding over twenty years ago, immixGroup's focus has been, and continues to be, the public sector. Partnering with immixGroup will provide confidence to Region 4 ESC/OMNIA Partners and customers in knowing that immixGroup:

- Brings a wealth of knowledge and expertise in marketing and selling into the public sector marketplace.
- Has the experience and subject matter experts to lead large, highly complex contract vehicles while ensuring compliance and managing a comprehensive pricelist that includes thousands of line items.
- Will provide a dedicated staff of key individuals to ensure the overall success and management of this contract.

## Tab 4a – References

*Response to Section IV (Evaluation Process and Criteria), Paragraph 2(c)(ix) of the RFP:*

ix. Provide a minimum of 10 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.

immixGroup has a significant history of successfully managing large contract procurement programs similar in size and scope to that contemplated under the Software Products and Services vehicle. immixGroup's core business model is based on managing and fulfilling major product-based contract vehicles; we are focused on providing procurement and contract management solutions to IT manufacturers as well as delivering reliable, competitively priced technology product solutions to Government entities. Ten past performance examples are provided below for review:

### Past Performance I: Texas Department of Information Resources

Through its Cooperative Contracts Program, the Texas Department of Information Resources (DIR) assists state agencies and local governments with cost effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education.

immixGroup holds a Texas DIR contract representing multiple vendors offering

Software Products, Software Services, Software as a Service (SaaS), and Enterprise Resource Planning (ERP) Software Modules Products and Services. This contract was awarded in February 2019, however, immixGroup has held several Texas DIR contracts since 2010. The Texas DIR contract involves:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Contract website for access to easier ordering
- Custom contract reporting and fee remittance on a monthly basis
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

Key Performance Details: Texas DIR	
Contract Number:	DIR-TSO-4315
Contact Name:	Vania Ramaekers Contracting Officer
Contact Information:	(512) 475-4624 vania.ramaekers@dir.texas.gov Austin, TX
Years Serviced:	1 (ongoing)
Annual Volume:	REDACTED

## Past Performance II: Ohio State Term Schedule

The State of Ohio establishes and maintains State Term Schedules with vendors for various supplies and services, including enterprise technology products. The contract may be used by any state agency, as well as properly registered educational entities and political subdivisions.

Key Performance Details: Ohio STS	
Contract Number:	534103, 534339
Contact Name:	Jim Sutton Procurement Analyst
Contact Information:	(614) 644-8350 Jim.Sutton@das.ohio.gov Columbus, OH
Years Served:	10 (ongoing)
Annual Volume:	REDACTED

immixGroup holds two Ohio STS contracts for nearly 20 suppliers. The contract involves:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
  - Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
  - Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
  - Specific ordering and billing procedures that must be followed
  - Custom contract reporting and fee remittance on a monthly basis
  - High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

## Past Performance III: National Cooperative Purchasing Alliance

The National Cooperative Purchasing Alliance (NCPA) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA works with a lead public agency who competitively solicits master contracts. Contracts are awarded based on quality, performance and, most importantly, pricing. The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting").

Key Performance Details: NCPA	
Contract Number:	01-75 01-83 01-88
Contact Name:	Jonathan Applegate Director of Operations
Contact Information:	(832) 477-3475 <a href="mailto:japplegate@ncpa.us">japplegate@ncpa.us</a> Houston, TX
Years Served:	1 (ongoing)
Annual Volume:	REDACTED

immixGroup holds three NCPA contracts for Systems and Information Management

Software (01-75), Data Storage, Cloud, Converged and Data Protection (01-83), and Software Products and Services (01-88). These contracts involve:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Custom contract reporting and fee remittance on a monthly basis
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

## Past Performance IV & V: GSA IT Schedule 70

immixGroup responded to the standing RFP released by the General Services Administration (GSA) for an IT GSA Multiple Award Schedule 70 Contract. This resulted in the award of two separate five-year contracts, each with three five-year options which have been exercised every time the contracts come up for renewal. Schedule 70 is comprised of IT products and product-enabling services including hardware, software, cloud solutions, and product warranty, maintenance and support. Annual sales through this contract vehicle exceed \$300M per year.

The GSA IT Schedule 70 is similar to the Software Products and Services RFP in many ways:

- Multi-year IDIQ contract vehicle for IT
- Wide product scope: schedule includes hundreds of systems, software, cloud solution, and IT accessory manufacturers
- Compliance with NIST cloud standards is a major element of GSA compliance
- Constant product refresh process to keep product line current and competitive
- Defined, systematic process to add manufacturers and products to contract
- Specific ordering procedures with custom contract reporting supervised by a dedicated Contract Manager
- High transaction volumes with periodic surges in demand for rapid quoting, order processing, and customer support

Key Performance Details: GSA IT Schedule 70	
Contract Number:	GS-35F-0511T
Contact Name:	Deborah McCray Contracting Officer
Contact Information:	(703) 605-2734 Deborah.McCray@gsa.gov Washington, DC
Years Served:	13 (ongoing)
Annual Volume:	REDACTED

Key Performance Details: GSA IT Schedule 70	
Contract Number:	GS-35F-0265X
Contact Name:	April Crowder Contracts Specialist
Contact Information:	(202) 302-0066 April.Crowder@gsa.gov Washington, DC
Years Served:	9 (ongoing)
Annual Volume:	REDACTED

immixGroup also operates a variety of supplementary Blanket Purchase Agreements (BPAs) pursuant to this GSA Schedule contract, demonstrating our team's flexibility in negotiating additional terms and conditions with any number of entities that may request additional terms. A partial list of these BPAs includes the following:

- Symantec Products BPA
- Bureau of Census BPA
- SPAWAR ITC COTS (OOAD) Tool Suite
- NSA Maryland Procurement Office
- Department of Veteran's Affairs
- Department of Commerce Oracle BPA

## Past Performance VI: NASA SEWP V

Effective May 1, 2015 immixGroup was awarded a contract in Groups A and D for the Solutions for Enterprise-Wide Procurement (SEWP V), a multi-award Government-Wide Acquisition Contract (GWAC) vehicle focused on IT products and product-based services. SEWP V's period of performance runs until April of 2025.

Key Performance Details: NASA SEWP V	
Contract Number:	NNG15SC16B NNG15SC39B
Contact Name:	Joanne Woytek Program Manager
Contact Information:	(301) 286-1478 Joanne.Woytek@nasa.gov Greenbelt, MD
Years Served:	4 (ongoing)
Annual Volume:	REDACTED

immixGroup maintains a SEWP V product portfolio of nearly 400 commercial technology manufacturers of the critical hardware, software and services needed to address the increasingly difficult, complex and changing set of Government-wide and NASA-specific scientific and engineering problems. immixGroup achieved a position

within the top thirty of contract holders (out of 147) based on revenue, with over \$160 million in total sales over the life of the contract thus far. The similarities between SEWP and the present RFP include:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Custom contract reporting and invoicing for each agency customer
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

As part of our SEWP V program management, we consistently broadened our offerings for mission critical support, including cloud-based delivery models and XaaS solutions, and worked closely with the Government on several occasions to examine our processes and change our systems to provide more and better information for contracting officers making procurement decisions. For example, we modified our quoting tools to reflect line items that are not TAA-compliant, established new processes for the inclusion of cloud-deployed products, and implemented a Trusted Supplier Program that helps the Government reduce the impact of counterfeit commercial products and comply with new acquisition regulations at no additional cost. Our impeccable execution on these types of mid-contract improvements ensures that Region 4 ESC/OMNIA Partners can rely on us to maintain pace with technology upgrades as they develop over the lifetime of this Master Agreement.

## Past Performance VII: DoD IBM Enterprise Software Initiative

The U.S. Army and immixGroup entered into a Department of Defense-wide Enterprise License Agreement managed by the Enterprise Software Initiative for IBM Rational software development solutions to support DoD's Enterprise Architecture initiatives. Established as a schedule-based BPA, this Enterprise Software Agreement must be considered by both DoD agencies and their contractors for the purchase of IBM products, updates, and support. Due to the overwhelming acceptance of and use by the DoD procurement community, in early 2016 the Army extended the initial 10-year agreement that established this BPA for another five years. In February 2018, the agreement was transferred from Army to SPAWAR Systems Center Pacific.

Key Performance Details: DoD IBM ESI	
Contract Number:	DABL01-03-A-1006
Contact Name:	William Huber Contracting Officer
Contact Information:	(717) 605-3210 William.huber@navy.mil San Diego, CA
Years Serviced:	15 (expired)
Annual Volume:	~\$25M

immixGroup worked with IBM to establish better-than-GSA-schedule pricing to allow Government customers competitive pricing and alternative routes to procuring those products that were in such high demand. The contract provides:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: 50+ organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Contract website for access to easier ordering
- Custom contract reporting
- Inclusion and management of percentage-based contract fees
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

This BPA requires particularly detailed sales and contract-fee data reporting unique to DoD's strategic sourcing initiatives for software and vital to the government's quarterly reporting process; DoD officials have praised immixGroup's program management team many times over the course of the contract as being particularly reliable and accurate in its reporting of sales and ACT fees. The same care and expertise lauded by those customers will be applied to all reporting of Region 4 ESC/OMNIA Partners administrative fees and cost data associated with any awards received as a result of this RFP.

## Past Performance VIII: DoD Oracle Enterprise Software Initiative

immixGroup responded to a competitive RFP released from the U.S. Army CHESS office for Oracle's complete software catalog (both cloud and on-premise solutions). This resulted in multiple awards of schedule-based BPAs for Oracle products and services. This BPA must be considered by both DoD and Civilian agencies and their contractors for the purchase of Oracle software products, updates, and support. immixGroup worked with Oracle to establish better-than-GSA-schedule pricing to allow Government customers competitive pricing and alternative routes to procuring these products that were in such high demand. This resulted in four separate schedule-based BPAs for Oracle products

Key Performance Details: DoD Oracle ESI	
Contract Number:	W91QUZ-08-A-0001
Contact Name:	Jill Sommer Contracting Officer
Contact Information:	(309) 782-3582 Jill.M.Sommer.civ@mail.mil Rock Island, IL
Years Serviced:	8 (expired)
Annual Volume:	~\$14M

and services, with fixed discounts at the transactional level and flexibility for greater discounts when necessary to establish fair and reasonable pricing in unique customer situations. The contract involves:

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Contract website for access to easier ordering
- Custom contract reporting
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

As Prime Contractor, immixGroup resolved numerous challenges over the many years of managing the Oracle ESI BPA. We commonly encountered technical requirements that varied widely from customer to customer, despite the same defined technical specifications with the Oracle COTS software. Our organization excelled at tackling these challenges because of our standardized, phase-by-phase implementation approach, with well-timed management and integration checkpoints to deliver integrated solutions that meet even the most complex business information requirements. This Project Planning approach is on-going throughout the life of the project, ensuring a level of quality and consistency that maximizes the likelihood of success for software implementations. With these business processes well established and time-tested, immixGroup is prepared to serve Region 4 ESC/OMNIA Partners with a personalized solution development approach regardless of each customer's current level of solution deployment and technological sophistication.

## Past Performance IX: DoD PTC Enterprise Software Initiative

In the spirit of the Federal Acquisition Streamlining Act, SPAWAR Systems Center Pacific (SSC PAC), on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative, entered into a contract with immixGroup to provide PTC-branded software. This BPA must be considered by both DoD and Civilian agencies and their contractors for the purchase of PTC software products and maintenance. This BPA was awarded in April 2019, essentially extending a previous PTC BPA that immixGroup held since 2012.



immixGroup worked with PTC to establish better-than-GSA-schedule pricing to allow Government customers competitive pricing and alternative routes to procuring these products that were in such high demand. This resulted in fixed discounts at the transactional level and flexibility for greater discounts when necessary to establish fair and reasonable pricing in unique customer situations. The contract involves:

Key Performance Details: DoD PTC ESI	
Contract Number:	N66001-19-A-0054
Contact Name:	Dennis Fellin Contracting Specialist
Contact Information:	(717) 329-6588 Dennis.fellin@navy.mil Mechanicsburg, PA
Years Serviced:	5 (ongoing)
Annual Volume:	REDACTED

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Wide procurement scope: hundreds of organizations leveraging a single purchasing cooperative
- Constant product refresh to keep product line current and competitive
- Defined, systematic process to add new products to contract
- Specific ordering and billing procedures that must be followed
- Contract website for access to easier ordering
- Custom contract reporting on a monthly basis
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

### Past Performance X: Department of Homeland Security McAfee ESS BPA

The DHS McAfee ESS BPA was a competitively sourced enterprise-level BPA awarded by the Department of Homeland Security to immixGroup for the McAfee product line. The BPA involves a seven-year period of performance and is scheduled to expire in 2019.

The DHS ESS BPA is product-based and centrally managed by a PMO located within DHS headquarters. The BPA is designed for enterprise COTS cyber security transactions within DHS and its various components. It provides:

Key Performance Details: DHS McAfee ESS BPA	
Contract Number:	HS HQDC-11-A-00043
Contact Name:	Phorsha Peel Contracting Officer
Contact Information:	(202) 447-5224 phorsha.peel@dhs.gov Washington, DC
Years Serviced:	7 (expired)
Annual Volume:	~\$9M

- Multi-year indefinite delivery, indefinite quantity (IDIQ) contract vehicle for IT
- Security based products
- Constant product refresh to keep product line current and competitive
- Specific ordering and billing procedures that must be followed
- Custom Contract Reporting
- High transaction volumes with year-end surges in demand for rapid quoting, order processing, and support

## Tab 5 – Value Add

*Response to Section IV (Evaluation Process and Criteria), Paragraph 2(d) of the RFP:*

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

### ***Reliable Access to Technology Products***

Technology is an integral part of government and essential for carrying out agency missions and initiatives. With the rapid evolution of technology and migration from the traditional data center to cloud services, government needs to be able to acquire the solutions it chooses in a timely and efficient manner.

### ***Public Sector Expertise***

Since 1997, immixGroup, an Arrow company, has been deeply committed to serving the government marketplace. We thoroughly understand the complex acquisition process and how to comply with government rules and regulations. Public sector organizations of all sizes trust immixGroup and our network of manufacturers and solutions providers to deliver the critical technology that enables government to achieve their mission.

### ***A Broad Range of Enterprise Technologies***

immixGroup represents technology manufacturers – from emerging companies to industry leaders – to offer products and services that provide the best value for the government. Our catalog includes more than 250 leading vendors across an array of technologies in demand across the government.

### ***Guaranteed Product Authenticity***

As the complexity of the technology supply chain increases, the risk posed by counterfeit or potentially tainted products and parts has never been greater. immixGroup's Trusted Supplier Program guarantees the authenticity of any product delivered while meeting legal and regulatory requirements – at no additional cost – so you can buy with confidence.

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

8/05/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, LEGAL AFFAIRS  
Authorized Signature & Title

### Open Records Policy Exceptions

Page Number and Section	Information to be Redacted	Applicable Statutory Exception	Rationale
Tab 3 Performance Capability, Page 2, Section v.	“immixGroup’s most recent 12-month average is 93% purchase order acceptance.”	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	Our fill rate is commercial information that we do not disclose publicly and our competitors are not privy to such information.
Tab 3 Performance Capability, Page 4, Section ix.	Figure 1 – immixGroup’s Customer Satisfaction Flowchart	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	This figure shows in detail our process for managing customer satisfaction issues, which we consider a trade secret.
Tab 3 Performance Capability, Page 6, Section x.	Figure 2 – immixGroup’s Customer Invoice Procedure	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	This figure shows in detail our process for managing customer invoices, which we consider a trade secret.
Tab 3 Performance Capability, Appendix D – Exhibit A, Page 3, Section 3.1 (D)	Annual Sales Table	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	Our annual sales are not disclosed publicly at the subsidiary level. Rather, for public disclosure, our sales are consolidated with our parent company’s sales.
Tab 3 Performance Capability, Appendix D – Exhibit A, Page 19, Section 3.1(K)	<p>“In 2018, immixGroup did \$142M in State, Local, and Educational (SLED) business, which represents 12% year-over-year growth compared to SLED business in 2017.”</p> <p>And</p>	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.

Page Number and Section	Information to be Redacted	Applicable Statutory Exception	Rationale
	The entire column labeled “2018 Purchases Total (\$)”		
Tab 3 Performance Capability, Appendix D – Exhibit A, Page 20, Section 3.3(L)	Figure 2 – immixGroup’s Order Management Process	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	This figure shows in detail our process for order management, which we consider a trade secret.
Tab 4a, Page 1, Past Performance I	“Annual Volume: ~\$5M”	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 4a, Page 2, Past Performance II	“Annual Volume: ~4M”	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 4a, Page 2, Past Performance III	“Annual Volume: ~\$1M”	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 4a, Page 3, Past Performance IV & V	“Annual Volume: ~\$150M” And	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF	We do not publicly disclose sales information at this level of detail.

Page Number and Section	Information to be Redacted	Applicable Statutory Exception	Rationale
	"Annual Volume: ~\$200M"	CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 4a, Page 4, Past Performance VI	"Annual Volume: ~\$40M"	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 4a, Page 7, Past Performance IX	"Annual Volume: ~\$3M"	552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION	We do not publicly disclose sales information at this level of detail. Rather, our overall sales are consolidated with our parent company sales, which are then reported publicly.
Tab 6c, Document 3, Certificate of Interested Parties Form 1295	Authorized agent's address and date of birth	552.101. EXCEPTION: CONFIDENTIAL INFORMATION.	This information constitutes personal identifying information.

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

EC America, Inc.

**Contact**



**Signature**

Adam Hyman

**Printed Name**

Director, Government Programs

**Position with Company**

**Address**

8444 Westpark Drive, Suite 200

McLean, VA 22102

**Official  
Authorizing  
Proposal**



**Signature**

Jeffrey Ellinport

**Printed Name**

Director, Legal Affairs

**Position with Company**

**Phone**

703-752-0610

**Fax**

703-752-0611

# 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 FILING

Certificate Number:  
2019-525065

Date Filed:  
08/05/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EC America, Inc.  
McLean, VA United States

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

Region 4 ESC

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.

19-09  
Software Solutions and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	immixGroup, Inc.	McLean, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION SWORN TO AND SUBSCRIBED BEFORE ME, A COMMONWEALTH OF VIRGINIA NOTARY PUBLIC ON THIS 5th DAY OF AUGUST, 2019. Amanda A. Mull

My name is JEFF ELLIOTT and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in Fairfax County, State of VIRGINIA, on the 5 day of Aug, 2019  
(month) (year)



Amanda A. Mull  
Commonwealth of Virginia  
Notary Public  
Commission No. 269949  
My Commission Expires 7/31/2022

[Signature]  
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, Jeffrey Ellinport, as an authorized representative of

EC America, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, 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.

  
Signature of Named Authorized Company Representative

8/05/2019  
Date

## **Tab 6e – Any additional agreements Offeror will require Participating Agencies to sign**

*Response to Section III (Instructions to Offerors), Paragraph 7 of the RFP:*

7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

All quotes provided by immixGroup to Participating Agencies against this contract will be subject to the terms and conditions of the applicable manufacturer's standard terms and conditions, except to the extent they conflict with applicable law, which will be included as an attachment to immixGroup quotes.