



March 24, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

RE: Region 14 ESC RFP No. 12-22 Systems and Information Management Software

Dear Sir/Madam,

EC America, Inc., a wholly owned subsidiary of immixGroup, Inc. (and affiliate of immixTechnology, Inc.), is pleased to submit this response to the Request for Proposal (RFP) No. 12-22 Systems and Information Management Software. Enclosed, please find our submission in response to your requirements. We have proposed a model that will allow Region 14 ESC to provide NCPA customers with access to the specific products currently requested, while allowing for expansion to a broad range of technology suppliers and integration partners that can continue to grow as needed through the life of the contract.

EC America submits this bid as Prime Contractor and is solely responsible for performance under the terms and conditions of the contract. EC America shall be solely responsible for all reporting and fee remittance requirements under the proposed award.

Thank you for considering the EC America team for this opportunity; we look forward to working with you in support of this effort.

Sincerely,

A handwritten signature in black ink, reading "Chauncey Kehoe". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Chauncey Kehoe
Contract Manager, SLED Program

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty

items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

- Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.
- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 and regulation of any kind of government of the United States 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party 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.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

March 24, 2022

Exceptions to the Master Agreement General Terms & Conditions

The following proposed changes are intended to supersede the Master Agreement General Terms & Conditions contained in Tab 1 of RFP 12-22, Systems and Information Management Software. For convenience, EC America, Inc. has included a copy of the original terms and conditions immediately following these exceptions.

Please contact Chauncey Kehoe at (703) 639-1565 or Chauncey_Kehoe@immixGroup.com with any questions or concerns.

Section	Exception/Request
Customer Support	Request that the current language be removed in its entirety and replaced with: <i>“The vendor shall provide timely and accurate technical advice and sales support to Region 14 ESC staff, NCPA staff and participating agencies. Terms of vendor’s customer support will default to each manufacturer’s commercial terms.”</i>
Shipments	Request that the current language be removed in its entirety and replaced with: <i>“Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Terms of vendor’s delivery period will default to each manufacturer’s commercial terms.”</i>
Warranty	Request that the current language in the Products bullet point be removed in its entirety and replaced with: <i>“All supplies, equipment and services shall be subject to the manufacturer’s standard commercial warranties.”</i>
Indemnity	Request that the current language be removed in its entirety and replaced with: <i>“If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriate any trade secret (“IP Claim”); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor’s cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity’s receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor’s request and expense, with</i>

Section	Exception/Request
	<p><i>the assistance, information and authority necessary to perform Contractor's obligations under this Section.</i></p> <p><i>Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible. If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement."</i></p>

Signature Form

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

Prices are guaranteed: **120 days**

Company name	EC America, Inc.
Address	8444 Westpark Drive Suite 200
City/State/Zip	McLean, Virginia 22102
Telephone No.	703.752.0610
Fax No.	703.752.0611
Email address	Jeff_Ellinport@immixGroup.com
Printed name	Jeffrey Ellinport
Position with company	Director of Legal Affairs
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and EC America, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 01-137, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Systems and Information Management Software;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ Term of Agreement
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
- ◆ Fees and Reporting
 - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

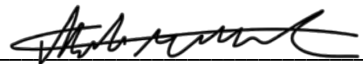
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: April 19, 2022

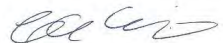
Vendor:

EC America, Inc.

Name: Jeffrey Ellinport

Title: Director of Legal Affairs

Address: 8444 Westpark Dr. Suite 200
McLean, VA 22102

Signature: 

Date: March 24, 2022

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marian Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ Minority

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE ☐
 - Historically Underutilized Business

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- Respondent Certifies that this firm is a HUB

☐

◆ Residency

- Responding Company's principal place of business is in the city of McLean, State of Virginia.

◆ Felony Conviction Notice

- Please Check Applicable Box;
 - ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
 - ☐ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:
 - ☐ Manufacturer Direct
 - ☒ Authorized Distributor
 - ☐ Value-added reseller
 - ☐ Certified education/government reseller
 - ☐ Manufacturer marketing through reseller
 - ☐ Other: _____

◆ Processing Information

- Provide company contact information for the following:

Sales Reports / Accounts Payable

Jessica Wilhelm
Contracts Specialist
EC America, Inc.
8444 Westpark Dr., Suite 200
McLean, Virginia 22102
Phone: (703) 584-3122 Email: SLED@immixgroup.com

Purchase Orders

Jessica Wilhelm
Contracts Specialist
EC America, Inc.
8444 Westpark Dr., Suite 200
McLean, Virginia 22102
Phone: (703) 584-3122 Email: SLED@immixgroup.com

Sales and Marketing

Sales:

Sudhir Verma
Sales Director
EC America, Inc.
8444 Westpark Dr., Suite 200
McLean, Virginia 22102
Phone: (703) 663-2710 Email: Sudhir.Verma@immixGroup.com

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Marketing:

Gail Bamford

Marketing Manager

EC America, Inc.

8444 Westpark Drive, Suite 200

McLean, Virginia 22102

Phone: (571) 357-4944 Email: Gail.Bamford@immixgroup.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ **Company's official registered name.**

EC America, Inc.

◆ **Brief history of your company, including the year it was established.**

immixGroup, founded in 1997 and purchased by Arrow Electronics in 2015, was established to serve as a bridge between government customers and commercial IT manufacturers and service providers.

immixGroup focuses exclusively on the public sector (which represents 99% of our business) and we are currently one of the leading value-added distributors of enterprise IT products for U.S. federal, state, local and educational institutions.

We are recognized as 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 NCPA, OMNIA Partners, Ohio STS, California CMAS, Texas DIR, and NASPO Value Point, to name a few.

Our strong network of industry and manufacturer partnerships with more than 300 leading original equipment manufacturers (OEMs) and 1,200 technology resellers and service providers span every socio-economic category and technology specialization. Through immixGroup's innovative programs and services, our channel partners can access the resources they need to successfully deliver IT solutions to public sector customers to help them carry out their initiatives and achieve their objectives. One such innovation is the SLED Support Center (SSC) that was recently launched where dedicated resources provide engineering support, market intelligence, and compliance and contract expertise. The SSC also offers access to flexible capital solutions that help bridge budgeting and funding gaps in government cycles.

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.

immixGroup is certified to the International Organization for Standardization's (ISO) 9001:2015 standard without design, and complies with a strict, proprietary quality management system ("immixGroup Quality Management System" or "iQMS") built around our core business processes, such as maintaining price lists, 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

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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 states and local agencies, and a growing number of leading IT vendors.

Products and Solutions

immixGroup's Market Intelligence Team closely monitors IT trends and the changing requirements of our public sector customers and strives to offer access to the technology solutions they want and need. We are continually evaluating and expanding our relationships with leading and emerging technology companies to offer our public sector customers a wide range of technical capabilities and customizable solutions. We focus on best of breed technology portfolios that span all modern platforms, whether delivered in the cloud (private, hybrid/multi-cloud), at the edge or in the data center, in these categories:

- Business Operations
- Data Intelligence
- Compute
- Virtualization
- Networking
- Storage
- DevOps
- Security

Dedicated teams support our largest manufacturers such as NetApp, Palo Alto, Riverbed and Dell.

Reseller Partners

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.

Contract management is our forte and our contracts are accessible to our reseller partners. We streamline the time required to provide critical technology to government end-users at reduced prices through a wide range of government contract vehicles and the federal, state, and local level.

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 (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.

◆ **Company's Dun & Bradstreet (D&B) number.**

01-757-3259

◆ **Company's organizational chart of those individual that would be involved in the contract.**

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

Figure 3 – 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
- *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

In addition, the NCPA contract would be supported by the State and Local programs team, including dedicated Contracts Specialists, led by Chauncey Kehoe, SLED Program Contracts Manager.

♦ **Corporate office location.**

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

immixGroup operates out of our centralized offices near Washington, D.C. in Tysons Corner, VA. The office address is 8444 Westpark Dr. Suite 200, McLean, VA 22102. The lead point of contact for this contract will be:

- Chauncey Kehoe, Contracts Manager
 - (703) 639-1565 | Chauncey_Kehoe@immixgroup.com
- Jessica Wilhelm, Contracts Specialist
 - (703) 584-3122 | Jessica.Wilhelm@immixGroup.com

Other key contacts include:

- Sudhir Verma, Sales Director
 - (703) 663-2710 | Sudhir.Verma@immixgroup.com
- Meghan Cohen, Sales Manager
 - (703) 677-9799 | Meghan_Cohen@immixgroup.com

Arrow has its corporate headquarters located at 9201 E. Dry Creek Road Centennial, CO 80122. In the United States, Arrow also has offices in Atlanta, Boston, Cleveland, Denver, and Minneapolis.

◆ **Define your standard terms of payment.**

immixGroup payment terms are net 30 days after receipt of invoice.

◆ **Who is your competition in the marketplace?**

immixGroup competitors are other Value-Added Distributors in the public sector market, including Carahsoft, TD Synnex, Avnet, and Ingram Micro.

♦ **What differentiates your company from 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 core competencies: SLED Support Center, Government and Technology Knowledge, Strategic Supplier Relationships, Depth and Breadth, and Automation. These core competencies have driven our success on contracts we currently hold and will enable us to deliver value for Region 14 ESC/NCPA and its customer base. Each competency is described below.

SLED Support Center

immixGroup with its parent company, Arrow Electronics, have established the SLED Support Center, as shown in **Figure 1** below, to provide direct support to channel partners and suppliers to better meet the demands of SLED customers. The SSC provides support in two ways: (1) Value added services to drive opportunities in the SLED marketplace and (2) deal support through flexible financing options, partner utilization, and contract support. The SSC utilizes personnel both in the field and from within our offices in McLean, VA. With our engineering and integration resources, we are able to build custom solutions (hardware and software) specific to the end-user needs. This integration capability allows us to provide scalable deployment of predetermined configurations to multiple end-user centers.

Figure 1: SLED Support Center (SSC)



Sales – Dedicated, in-territory sales experts who can assist in understanding the market, end-user requirements and how to ensure a smooth order and delivery process.



SLED Compliance – Legal and compliance professionals who are familiar with the requirements of doing business with this market and can provide assistance in negotiating terms and conditions on behalf of our suppliers and partners.



Contracts – We manage and are constantly expanding our broad portfolio of SLED contracts to provide more opportunities for our suppliers and partners to access this marketplace.



Partners – We work with nearly 1,000+ active SLED partners who we help match up with our suppliers and negotiate arrangements that are mutually beneficial to all parties.



Marketing – Our broad portfolio of marketing services enables suppliers and partners to reach their target markets more effectively, through events, webinars, social media outreach and digital marketing.



Market Intelligence – Skilled analysts do ongoing research to understand what drives end-user IT decisions which is shared with partners and suppliers so they can target their efforts more efficiently.



Engineering – Access to our labs for custom configuration and testing as well as deployment and implementation assistance limits risk to end-users.



Revenue Management – Flexible financing options allow partners and suppliers to meet the unique purchasing requirements of government.

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 public sector IT landscape. These include technology and acquisition trends, the impacts of budget tightening on public sector 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 public sector's business and technology requirements to identify likely fits between the public sector'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 public sector 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 NCPA's customers and deliver the flexibility, functionality, and performance the public sector 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 NCPA 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 300 different IT manufacturers (around 100 of which offer top cybersecurity products and services), it is our direct relationships with key vendors that bring a heightened level of manufacturer access and the accompanying capability to support NCPA's 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 public sector 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 public sector's emerging standards in this area.

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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 NetApp, Palo Alto, Riverbed, and Fortinet. Other Sectors focus on best-of-breed technology portfolios including, Business Operations, Data Intelligence, Compute, Virtualization, Networking, Storage, DevOps, and Security.

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 manufactures 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 NCPA. 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.

◆ **Describe how your company will market this contract if awarded.**

We understand that the ultimate success of this contract for both immixGroup and NCPA will heavily depend on marketing efforts; immixGroup has a large and experienced marketing department which will actively market the NCPA contract directly to customers, Suppliers, and Partners with a rollout of these activities:

- Online Promotion
 - Co-branded press release (within 30 days of award)
 - Host and record an informational webinar to be made available to our Supplier and Partner community on-demand introducing the NCPA 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)
- Trade Show Presence
 - Annual participation in the National Institute of Government Purchasing (NIGP) Conference where immixGroup will provide attendees with contract handouts and contract line card information
 - Annual participation in EDUCAUSE events where immixGroup will advertise respective NCPA contracts
 - immixGroup will be conducting twelve webinars throughout the year with varying topics and will include NCPA contract highlights during sessions
- Advertising
 - Participation at supplier and reseller events where immixGroup will highlight the benefits of the NCPA contract
 - Conference-specific hard copy handouts
 - Social and Public Media outreach such as promoting the contract, events, and/or news on LinkedIn, Facebook, and Twitter
 - Continuation of the SLED 101 series in the government sales insider blog – blog post on benefits of NCPA contract

immixGroup's process emphasizes marketing information through the channel – our partners are the ones speaking daily with 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 NCPA; 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.

◆ **Describe how you intend to introduce NCPA to your company.**

In addition to our marketing activities, immixGroup's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.

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Sales Teams

- Meet with awarded manufacturers to design and execute a tailored SLED strategy
- Develop a tailored training package for manufacturers' sales teams, inclusive of NCPA approved cobranded collateral
- Execute lead generation activities in efforts to build out sales pipelines

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
- Identify synergistic relationships between resellers and manufacturers so to offer a one-stop-shop contract for potential customers utilizing preferred resellers

Contracts/Programs

- Work to strengthen depth and breadth of initial award: liaise with additional suppliers on the immixGroup line card to add eligible suppliers to the NCPA 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, Supplier(s), 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 NCPA contract, instruct reps in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.

◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

immixGroup will create a dedicated page on our public website providing NCPA members access to key contract details:

- Supplier(s) supported on contract
- Real-time pricing access
- Key contacts and ordering instructions
- Authorized participating dealers

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

immixGroup, while a distributor, does not warehouse products. Rather, immixGroup relies on the manufacturer or another manufacturer's authorized source of supply, for stocking and drop shipping products directly to the customer. Fill rate, service level and out of stock metrics reside with the manufacturer and/or source of supply.

♦ **Describe your company's Customer Service Department (hours of operation, number of service centers, 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. immixGroup maintains several work instructions and policies surrounding ensuring 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 process, and to offer assistance where appropriate. In all cases our metrics are on target and better than industry standards.

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; 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).

♦ **Green Initiatives (if applicable)**

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, conserve energy, ensure efficient computing, and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

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

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Arrow Corporate Social Responsibility program, including our Environmental Policy, please visit <https://www.arrow.com/en/about-arrow/corporate-social-responsibility>.

- ◆ **Anti-Discrimination Policy (if applicable)**
 - **Describe your organizations' anti-discrimination policy.**

immixGroup is committed to a work environment in which all individuals are treated with respect and dignity. Upon request, immixGroup will set up a meeting to allow Region 14 ESC to view immixGroup's Anti-Discrimination Policy.

- ◆ **Vendor Certifications (if applicable)**
 - **Provide a copy of all current licenses, registrations, and certifications issued by federal, state and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondents to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

immixGroup is providing a copy of its ISO 9001:2015 certification:



ISO 9001:2015 CERTIFICATE OF REGISTRATION

This is to certify that

immixGroup, Inc.

Including and limited to the following subsidiaries:

immixTechnology, Inc.

EC America, Inc.

**8444 Westpark Drive, Suite 200
McLean, VA 22102 USA**

**has successfully been assessed and found
to conform with the ISO 9001:2015
quality management system standard.**

The scope of this registration includes:

**Provide commercial off-the-shelf (COTS) technology products
and related services both directly or indirectly
to partners and the public sector**

Date of Registration: September 1, 2020

Date of Expiration: August 31, 2023

Date issued/revised: September 8, 2020

(Registered Since: October 29, 2008)

Certificate No. A-926

Steve Barfoot, President
Advantage International Registrar, Inc.



463 Captains Circle, Destin, Florida 32541-5307 USA
(Form No. AI 007 ISO 9001:09, www.advantage REGISTRAR.com, Tele: (919) 845-0064)

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Tab 5 – Products and Services

In our response for Tab 5, Products & Services, immixGroup has included Systems and Information Management Software from a variety of Manufacturers, as listed herein. immixGroup intends to offer the category offerings, by Supplier, that follow this statement; individual product/service SKUs can be located in our response to Tab 7 – Pricing, as requested in the original solicitation.

Please note, all quotes provided by immixGroup to NCPA customers against this contract will be subject to the terms and conditions of the applicable manufacturer's standard terms and conditions, except to the extent that they conflict with applicable law, which will be included as an attachment to immixGroup quotes. Please contact Chauncey Kehoe at (703) 639-1565 or Chauncey_Kehoe@immixGroup.com with any questions or concerns.

Microsoft Platform Migration, Security, & Management Solutions

- Hybrid Active Directory Security
- Migration & Consolidation
- Security & Compliance
- Backup & Recovery
- Performance & Availability
- Reporting
- Group Policy & Permissions

immixGroup's Featured Manufacturers for Category: Microsoft Platform Migration, Security, & Management Solutions

- Commvault
- Delinea (formerly Centrify and Thycotic)
- IBM
- Red Hat

Data Protection

- Backup & Recovery
- Deduplication & Compression

immixGroup's Featured Manufacturers for Category: Data Protection

- Delinea (formerly Centrify and Thycotic)
- HPE
- NetApp
- Nutanix
- Riverbed

Endpoint Systems Management

- Operating system imaging & deployment
- Software distribution & maintenance
- IT asset management
- Endpoint security
- Service desk

immixGroup's Featured Manufacturers for Category: Endpoint Systems Management

- Cigent
- LogRhythm
- Riverbed
- Tanium
- Tenable

Information Management

- Database Management
- Performance Monitoring

immixGroup's Featured Manufacturers for Category: Information Management

- Azul
- Coursera
- HPE
- Veeam

Tab 8 – Value Added Products & Services

immixGroup's extensive network of supplier and reseller relationships could provide Region 14 ESC and eligible NCPA entities with significant additional value during the term of the proposed contract. We look forward to the potential expansion of Region 14 ESC and NCPA's access to our full line of Suppliers and 1,200+ Resellers should those additional capabilities be required and appreciate the opportunity to work together with you to bring software and SaaS solutions and other enterprise technology products to State, Local, and Education entities across the country.

immixGroup understands that additional documentation would be needed for any value-add products or services to be considered for official inclusion on the initial award of this solicitation. For informational purposes only, we have included immixGroup's Vendor Line Card as a contract value add. The available brands include hundreds of additional Suppliers from our focused technology groups.

Should we receive an award on this RFP response, immixGroup does not expect the material included in this section to result in an award of any additional Suppliers. Because our business model is built to establish and then expand Supplier availability on contract vehicles, we have provided this information solely to offer Region 14 ESC the full potential of immixGroup's long-term contribution to NCPA entities beyond the initial breadth and depth of the offering provided in our official RFP response.

Value Added Reseller Snapshot

As mentioned above, immixGroup has over 1,200 public sector resellers. 700 of those resellers are dedicated to serving State, Local and Education agencies. These resellers are located throughout the U.S. and pride themselves on offering onsite support. Below is a snapshot of some of the resellers that provide services in support of products.

You can review immixGroup's comprehensive list of resellers [here](#) including those that are classified as 8(a) contractors, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), Small Disadvantaged Businesses (SDBs), Woman-owned Small Businesses (WOSBs), HUBZones, and others.

Through our resellers Region 14 ESC can access the following services below.

➤ **Services Offered:**

- Cyber Security & Compliance: assessments, strategy posture improvement, response & compliance
- Identity & Access Management: from identity to data, endpoints to automated workflows
- Software Development: custom software from enterprise to social, native & mobile
- Managed Services: NOC/SOC offices & managed IT experience in multiple global locations
- Digital Process Automation
- Artificial Intelligence, Machine Learning and Data Sciences
- Modern Development Solutions
- Test Automation Solutions
- Cloud Migration & Optimization
- Consulting

Technology Products for the Public Sector

Government agencies at the federal, state, and local levels trust immixGroup and its 1,200+ channel partners to provide them with leading technology products through their preferred contract vehicles. immixGroup has developed a reputation as a reliable, trusted distributor based upon its proven track record of success, ISO 9001:2015-certified business processes, and extensive knowledge of the government procurement process.

Explore immixGroup's network of more than 300 large and emerging technology manufacturers and more than 30 contract vehicles available to help government agencies meet their missions.



PRIVATE CLOUD

HYBRID/MULTI-CLOUD

AT THE EDGE

IT products and solutions from the following suppliers are currently available via immixGroup and/or Arrow Enterprise Computing Solutions and more than 1,200 channel partners:

Our broad portfolio also includes the following innovative technology companies:

Actifio	Enterpoid Inc.	Napatech	StackRox
Actuate Corporation	Equifax	NEC Corporation of America	Sungard Availability Services
Adva Optical Networking	Expert Choice	NEC Unified Solutions	Sunview Software
Aerohive Networks	Expert System	Nehemiah	SyferLock
AI Squared	Exterro	NetSkope	Synacor
Allied Telecom Group	FARO Consulting & Solutions	New Net Technologies	Syncdog
Allot Communications	Faronics	Nexenta	Teradata Corporation
Apcon	Feeney Wireless	Nexidia	ThreatConnect
Apica	Fidelis Security Systems	NNData	ThreatQuotient
Appistry	Freedom Scientific	Nominet	Thunderhead
Apposite Technologies	GitLab	Norse Federal	Thursby Software
ASG Technologies Group	Globalscape	Nuix USG	Thycotic
ATADATA	Gurukul	OnWire	Tufin Software
Attachmate Corporation	HackerOne	OpenGov	Unitrends
Attivo Networks	Haivision	Oversight Systems	Upland Software
Avizia	HashiCorp	Pantheon	Uplogix
AWEB Supply Company	Hexis Cyber Solutions	PC Matic	V5 Systems
BIOS IT	HireVue	Pegasystems	Vectra Networks
Bivio Networks	Hypori	Permuta Technologies	Verint Systems
BlueCat Networks	iConect Development	Pivot3	Veriato
BravoSolution	iGEL	Planview	Verint Systems
BT Federal	Index Engines	Pragma Systems	Videobank
Cambium Networks	Infinera	PrimeKey	ViewTech Solution
Catbird	Infinisource	Procore Technologies	Vound
ChargePoint	Infocyte	Qualtrics	WANDisco
Checkmarx	Interative TKO	Qualys	Windtalker Security
Chief Technologies	Intercede	Rally Software	Wynyard Group
CloudOne	IxReveal	RapidRatings	X1
Cohesity	Kabot Systems	Recorded Future	Xirrus
Conflict Kinetics	Kaseya	Reflex Systems	Yubico
Convergys	KEMP Technologies	Relativity	ZyLAB
Corero Network Security	Klas Telecom	RES Software	
Coursera	Kony	RightNow Technologies	
CSG Invotas	Lancpe	SafeLogic	
Cumulus Networks	Lastline	Scalr	
CyberPower Systems	Lookingglass Cyber Solutions	Scandisc	
Cyphort	Lumeta	ScanSource, Inc.	
Cyviz	Magnetic Forensics	SDL	
Cyxtera Federal Group	MariaDB	Seceon	
Damballa	Messaging Architects	Secure Channels	
Dataiku	Metafile Information Systems	SecureLogix	
Dataram	MetricStream	Security First Corporation	
Decision Lens	Microsoft - FAST Search & Transfer	SentinelOne	
Delta Bravo	MModal	Servigistics	
DevonWay	Mobile Armor	Shape Security	
Disgover	MobileGuard	Sharp Business Systems	
Dynatrace	Multivista Construction Documentation	Silver Peak Systems	
Eccentex		Siren	
Egenera		SmartBear Software	
ElasticSearch		SolidFire	
Elemental Technologies		Space Time Insight	
Emerson Network Power			

To view the most current list of product lines visit: www.immixgroup.com/vendors

immixGroup Contract Vehicles:

GSA Multiple Award Schedules	
AGENCY/PROGRAM	CONTRACT NO.
GSA MAS	GS-35F-0511T
GSA MAS	GS-35F-0265X
Federal Contracts	
AGENCY/PROGRAM	CONTRACT NO.
Enterprise Software Initiative (ESI) BPA - ForeScout	N66001-18-A0003
Enterprise Software Initiative (ESI) BPA - Red Hat	HC1028-18-A-0004
Enterprise Software Initiative (ESI) BPA - Tanium	N6600119A0057
Enterprise Software Initiative (ESI) BPA - PTC	N6600119A0054
ITAM ESI BPA - HPE (Aruba), Nutanix, PC Matic, Sunview, Veeam, ZeroFox	N66001-21-A-0025
ITAM ESI BPA - Flexera	N66001-21-A-0027
ITAM ESI BPA - Micro Focus Government Solutions, NETSCOUT, Riverbed	N66001-19-A-0119
ITAM ESI BPA - BeyondTrust	N66001-19-A-0121
ITES-SW2	W52P1J-20-D-0057
NASA SEWP V	NN15SCC16B & NNC15SC39B
NASA SEWP V Agency Catalog - Azul Systems	NN15SCC16B & NNC15SC39B
State, Local and Education Contracts	
State & Local Contracts	
AGENCY/PROGRAM	CONTRACT NO.
California Multiple Award Schedule	3-18-70-1448C
California Multiple Award Schedule	3-11-79-2233B
Commonwealth of Kentucky	MA-758-1100001115-1
Maryland COTS - Software	060B2490021
Minnesota	147097
New Mexico	10-00000-21-00094
North Carolina Department of Public Instruction	40-RQ22294323-ECAMER
Ohio State Term Schedule	534103
Ohio State Term Schedule	534339
Pennsylvania COSTARS	COSTARS-006-152
South Carolina Biometric	4400024016
Texas DIR	DIR-CPO-4477
Texas DIR	DIR CPO-4478
Texas DIR	DIR-TSO-4315
University of Wisconsin	21-2769
National Cooperative Contracts	
AGENCY/PROGRAM	CONTRACT NO.
Mohave Education Services Cooperative, Inc.	19J-IMMIX-1108
NASPO ValuePoint - Cloud Solutions	AR2496
NCPA - Systems and Information Management Software	01-75
NCPA - Data Storage, Cloud, Converged and Data Protection	01-83
NCPA - Software Products and Services	01-88
OMNIA Partners	R190903
PEPPM California	529561-074, 529561-030, 528899-134
PEPPM Pennsylvania	528897-118

To view all contract vehicles visit: www.immixgroup.com/contracts

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature




Date

3/24/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>EC America, Inc.</u>
Print Name	<u>Jeffrey Ellinport</u>
Address	<u>8444 Westpark Drive Suite 200</u>
City, Sate, Zip	<u>McLean, VA 22102</u>
Authorized signature	<u></u>
Date	<u>3/24/2022</u>

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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 bid, 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 bid, 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 bid 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.

I affirm the above statements under penalty of perjury of the laws of the State of Texas to the best of my information, knowledge, and belief:

Company name	<u>EC America, Inc.</u>
Address	<u>8444 Westpark Drive Suite 200</u>
City/State/Zip	<u>McLean, VA 22102</u>
Telephone No.	<u>703.752.0610</u>
Fax No.	<u>703.752.0611</u>
Email address	<u>Jeff_Ellinport@immixGroup.com</u>
Printed name	<u>Jeffrey Ellinport</u>
Position with company	<u>Director of Legal Affairs</u>
Authorized signature	<u></u>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present

and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. 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 \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(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.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

- 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

(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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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:
 - 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.

- 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.
- 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

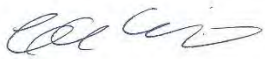
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Offeror: EC America, Inc.

Address: 8444 Westpark Drive Suite 200

City, State, Zip: McLean, VA 22102

Authorized Signature: 

Date: 3/24/2022

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>