

## Equalis Group Contract Information Sheet

### Contract Information

Awarded Vendor:	Novatech, Inc.
Contract Number:	R10-1169D
Effective Date:	November 1, 2024
Initial Term Expiration Date:	October 31, 2027
Renewable Through:	October 31, 2029

### RFP Process Information

RFP Number:	RFP R10-1169
RFP Title:	Multi-Function Devices & Managed Print Services
Dates Advertised:	August 2 & 9, 2024
# of Vendors that Requested RFP:	69
Questions Due:	August 22, 2024
Public Bid Opening Date and Time:	September 6, 2024, 2 pm CT
# of Responses Submitted:	8
Number of Awarded Vendors:	5
Date of Board Approval:	October 16, 2024

### Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
MWBE Status/Programs (10 Points)
Commitment to Members (10 Points)

### Summary

Region 10 Education Service Center solicited RFP R10-1169 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs of a diverse membership as outlined in the RFP.

### Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or “EDGAR” requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10’s public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), 972-348-1184

Kyle Gullett, Texas Regional Director, [kgullett@equalisgroup.org](mailto:kgullett@equalisgroup.org), 469-773-8273

# SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

## VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of November 1, 2024, by and between Novatech, Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Multi-Function Devices & Managed Print Services (“the products and services”).*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as “piggybacking”, “cooperative purchasing”, “joint powers”, or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

## 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.  
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **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 (Region 10 ESC or its

Participating Members). 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.

- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's

request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS

- 13.1 **Intellectual Property Rights**: Vendor owns all rights to its intellectual property associated with the software and/or services made available through this Contract. Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Contract. Vendor warrants that the Member will have use of any intellectual property contemplated by the Contract free and clear of claims of any nature by any third party including copyright or patent infringement, and that Vendor will indemnify the Member for any related infringement claims. All rights including all intellectual property rights in and to Member data will remain the sole and exclusive property of the Member.
- 13.2 **End-of-Service Transition**: When software service to a Member is discontinued, Vendor must ensure that all Member Data is securely returned, transferred, or destroyed as directed by the Member. Transfer of data must occur within a reasonable period of time, without significant interruption in service, and in the manner or format in which the data was provided. Vendor must use transfer methods that enable the Member to access and use Member's data and which are reasonably compatible with Member's systems. If data destruction is requested by the Member, Vendor must securely destroy all Member data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred Member data.
- 13.3 **Data Security**: Vendor must implement and maintain reasonable security procedures and practices designed to protect Member data from unauthorized access, deletion, use, modification, or disclosure. Vendor must store and process Member data in accordance with standard commercial practices, including appropriate administrative, physical, and technical safeguards to secure it from unauthorized access, disclosure, alteration, and use. Security measures must be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable measures in view of the type and nature of the data involved.
- 13.4 **Security Breach**: In the event of a security breach potentially involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security incident. Vendor will reimburse the Member for all costs incurred by the Member in investigation and remediation of any security breach caused by the Vendor or subcontractors, including providing notification to individuals whose Personally Identifiable Information (PII) was compromised and to regulatory agencies or other entities as required by law or contract, providing one year's credit monitoring to the affected individuals, and the payment of legal fees, audit costs, fines, and other fees imposed against the Member as a result of the security breach.

- 13.5 **Data Privacy:** Vendor may use Member data only for fulfilling its duties under the Contract. Vendor may not share Member data with or disclose it to any third party without the prior written consent of the Member, except as required by law. Vendor may not use or sell Member data for marketing, advertising, or commercial purposes. Vendor agrees to assist Member in maintaining the privacy of Member data as may be required by State and Federal law, including but not limited to FERPA, PRRRA, IDEA, and COPPA. Vendor may provide access to Member data only to its employees and subcontractors who need to access the data to fulfill Vendor’s obligations under the Contract. Vendor must ensure that employees and subcontractors who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions included in the Contract.
- 13.6 **Use of Data:** Vendor may not use Member data for purposes of development, research, or product improvement without the express written consent of the Member. All Member data used for such purposes must be de-identified. This prohibition should be understood to include usage of Member data, behavior, or other input to train large language models and other machine-learning tools commonly referred to as “artificial intelligence” or “AI”.
- 13.7 **Confidentiality:** Nothing in the Contract should be construed as prohibiting the Member from disclosing any information related to the Contract or related products and services in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act.

#### 14. ARTICLE 14 – MISCELLANEOUS

- 14.1 **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 in the subsequent fiscal year.”
- 14.2 **Disclosures:** Vendor 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.
- 14.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 14.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.
- 14.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 14.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 14.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 14.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 14.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 14.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 14.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 14.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 14.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 14.8 **Legal Obligations:** It is the Vendor’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 regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

### RFP Section Three: Article 4 - Formation of Contract

#### 4.4 Assignment of Contract:

*No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).*

**Novatech Response:** Novatech requests to retain the right to assign its rights without approval from Region 10 in the event of a merger or acquisition.

### RFP Section Three: Article 10 – Pricing Audit

#### 10.1 Audit rights:

*Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group*

**Novatech Response:** Novatech grants to Region 10 the right to inspect their records associated with this contract during normal business hours, with 30 days written notice. If Region 10 uses a third party to conduct such inspection, the third party will be subject to a reasonable non-disclosure or confidentiality agreement. Audits may be conducted no more frequently than once per year, upon reasonable written notice to Contractor, and must be conducted in a way to minimize disruption to Contractor's ongoing business.

**PROPOSAL FORM 23: VENDOR CONTRACT AND 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Novatech, Inc.

Address 4251 W. John Carpenter Frwy.

City/State/Zip Irving, TX 75063

Telephone No. 214-239-0846

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Printed name bill.dumez@novatech.net

Position with company Bill Dumez

Authorized signature Vice President - Sales Operations

*Bill Dumez* Initial BD

74348ADA9BE04161

**Acknowledgement of Amendment 1 (Initial)** \_\_\_\_\_

Term of contract November 1, 2024 to October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

*Rickey Williams*  
Region 10 ESC Authorized Agent

Oct 21, 2024  
Date

Dr. Rickey Williams  
Print Name

Equalis Group Contract Number R10-1169D

**REQUEST FOR PROPOSAL #R10-1169 FOR:  
Multi-Function Devices & Managed Print  
Services**

August 02, 2024

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Proposal Submission, Questionnaire and  
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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

### QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- PROPOSAL FORM 5: DEBARMENT NOTICE
- PROPOSAL FORM 6: LOBBYING CERTIFICATION
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
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- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
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- PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Novatech, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	4106 Charlotte Ave. Nashville, TN 37209
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Curt Ralph, Major Account Executive <a href="mailto:615-577-7613curt.ralph@novatech.net">615-577-7613curt.ralph@novatech.net</a> 4251 W. John Carpenter Freeway Irving, TX 75063
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes. Novatech's innovative approach to sales incentivization through the equipment manufacturer rewards program exemplifies a strategic effort to enhance performance and dedication among sales representatives and managers. By aligning incentives with the successful sale of products and services via the Region 10 / Equalis Group contract, Novatech not only motivates its team but also fosters a culture of continuous learning and improvement. The emphasis on completing the Novatech Cooperative Contract online training program ensures that the sales force is not only incentivized financially but also equipped with the necessary sales and technical skills to excel in a competitive market. This holistic business model serves as a catalyst for sustained growth and expansion within the existing framework of Equalis Group members and beyond, encouraging a proactive search for new opportunities and partnerships.

Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	Yes.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	<p>Novatech is committed to providing a streamlined and transparent invoicing process that ensures accuracy and ease for our customers. Our goal is to make billing and payments as straightforward as possible, allowing agencies to focus on their core operations.</p> <p><b>Invoicing Process</b></p> <p><u>Invoice Generation:</u> Novatech generates invoices on a monthly basis, detailing all managed print services, device usage, and any additional charges. Invoices are itemized to provide clarity on each line item, including device usage, service fees, and consumable costs.</p> <ul style="list-style-type: none"> <li>• Invoices are delivered electronically via email as PDF attachments. Paper invoices can also be provided upon request.</li> </ul> <p><u>Review and Approval:</u> Upon receipt, agencies have the opportunity to review the invoice for accuracy. Novatech’s customer support team is readily available to address any inquiries or discrepancies.</p> <p><u>Payment Due Date:</u> Payments are typically due within 30 days of the invoice date, though customized payment terms can be negotiated based on the agency’s needs.</p> <p><u>Invoice Tracking and Reporting:</u> Novatech offers online access to a customer portal where agencies can view current and past invoices, track payment history, and generate reports for internal accounting purposes.</p> <p><b>Accepted Payment Methods</b></p> <ul style="list-style-type: none"> <li>• Electronic Funds Transfer (EFT)/ACH</li> <li>• Credit/Debit Card:</li> <li>• Check:</li> <li>• Purchase Orders</li> </ul> <p><b>Payment Process</b></p> <p><u>Payment Submission:</u> Agencies can submit payments through the preferred method indicated above. EFT/ACH payments can be arranged with Novatech’s accounting department to ensure secure and timely transactions.</p> <p><u>Payment Confirmation:</u> Once payment is received, Novatech provides confirmation via email. The payment status is also updated in the customer portal, allowing agencies to verify that their account is up to date.</p> <p><u>Reconciliation and Support:</u> In the event of discrepancies, Novatech offers full support for reconciliation. Our accounting team works closely with your agency to resolve any issues promptly, ensuring that all accounts remain in good standing.</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		

<p>Product and service features and capabilities</p>	<p><i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i></p>	<p>Novatech, Inc. offers a comprehensive range of products and services designed to streamline and optimize business operations, particularly through our solutions offering. Below is a high-level overview of these services and how we cater to the public sector:</p> <p><b>1. Managed Print Services (MPS)</b></p> <ul style="list-style-type: none"> <li>• <b>Hardware:</b> We are partnering with Canon, Sharp, HP, and Brother to provide high-quality printers and multifunctional devices.</li> <li>• <b>Software Solutions:</b> We offer print management and document management software to enhance productivity and data security.</li> <li>• <b>Consumables:</b> Automated supply of toner and other consumables to ensure devices are always operational.</li> <li>• <b>Support and Maintenance:</b> Comprehensive support and maintenance services to minimize downtime and ensure smooth operations.</li> </ul> <p><b>2. Managed IT Services</b></p> <ul style="list-style-type: none"> <li>• <b>IT Support:</b> Full range of IT support services, including network management, cybersecurity, and cloud solutions.</li> <li>• <b>Consulting:</b> Expert consulting to help organizations optimize their IT infrastructure and strategy.</li> </ul> <p><b>3. Document Solutions</b></p> <ul style="list-style-type: none"> <li>• <b>Workflow Automation:</b> Solutions to automate and streamline document workflows, reducing manual processes and increasing efficiency.</li> <li>• <b>Data Security:</b> Enhanced security features to protect sensitive information and ensure compliance with regulations.</li> </ul> <p><b>Addressing Managed Print Solutions for the Public Sector:</b> Our MPS is particularly beneficial for public sector clients, including State, County, City, K-12, Higher Education, and Non-Profit organizations, in the following ways:</p> <ul style="list-style-type: none"> <li>• <b>Cost Efficiency:</b> By consolidating print services and optimizing printer fleets, we help public sector organizations reduce costs and manage budgets more effectively.</li> <li>• <b>Enhanced Productivity:</b> Automated supply management and proactive maintenance reduce downtime, ensuring that staff can focus on their core responsibilities without interruptions.</li> <li>• <b>Data Security:</b> Public sector organizations often handle sensitive information. Our solutions include robust security features to protect data and ensure compliance with regulatory requirements.</li> <li>• <b>Scalability:</b> Our services are scalable to meet the varying needs of different public sector entities, from small non-profits to large state agencies.</li> <li>• <b>Sustainability:</b> Novatech and our Partners promote environmentally friendly practices by optimizing print usage and reducing waste, aligning with the sustainability goals of many public sector organizations.</li> </ul> <p>By leveraging our MPS, public sector clients can achieve greater efficiency, security, and cost savings, allowing them to better serve their communities.</p>
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	<p><i>Outline how your products and services compare to those of your competitors.</i></p>	<p>Novatech offers a unique combination of innovative products and comprehensive managed print services that differentiate us from our competitors:</p> <p><b>Cooperative Experience:</b> Novatech’s proven success working with cooperatives helps to differentiate us from our competitors. Over the years, we have built strong relationships with various cooperative purchasing organizations, which have allowed us to deliver tailored MPS solutions that meet the unique needs of cooperative members. Our experience enables us to navigate the specific requirements and procurement processes of cooperatives efficiently, ensuring smooth implementation and ongoing support.</p> <p><b>Technology Leadership:</b> Our portfolio includes the latest multi-function devices (MFDs) that integrate seamlessly with digital workflows, offering superior print quality, advanced security features, and enhanced usability. We stay ahead of industry trends by partnering with leading manufacturers, ensuring our clients receive state-of-the-art technology that meets evolving demands.</p> <p><b>Tailored Solutions:</b> Unlike many competitors who offer one-size-fits-all solutions, Novatech customizes our managed print services to align with the specific needs of each client. We conduct thorough assessments to design solutions that optimize print environments, reduce costs, and improve operational efficiency.</p> <p><b>Service Excellence:</b> Novatech’s service model is distinguished by its proactive approach. We provide real-time monitoring, preventative maintenance, and rapid response times, minimizing downtime and maximizing productivity. Our dedicated support teams are trained to deliver personalized service that exceeds client expectations.</p> <p><b>Sustainability Commitment:</b> We prioritize environmentally responsible practices, offering energy-efficient devices, recycling programs, and strategies to reduce paper usage. Our sustainability initiatives help clients meet their environmental goals; a feature increasingly sought after in today’s market.</p> <p><b>Value-Added Services:</b> Beyond MFDs and print management, Novatech offers complementary IT services, including network security and cloud solutions. This holistic approach positions us as a comprehensive partner capable of addressing a wide range of technological needs, unlike competitors who may focus solely on print services.</p> <p>Novatech’s combination of cutting-edge technology, customized solutions, exceptional service, and a broad spectrum of offerings distinguishes us in the industry, making us a preferred partner for managed print services and multi-function device solutions.</p>
	<p><i>Outline any managed print services offered and any featured components such as device monitoring and consumables management.</i></p>	<p>Novatech offers comprehensive MPS designed to optimize, manage, and improve your printing environment while reducing costs and environmental impact. Our MPS solutions are tailored to meet the unique needs of each organization, ensuring that you have the right mix of devices, efficient processes, and proactive support. Key components include:</p> <p><b>Device Monitoring and Management</b></p> <ul style="list-style-type: none"> <li>• <b>Proactive Monitoring:</b> Our MPS solutions feature advanced device monitoring that provides real-time data on the status and performance of all connected devices. This allows for proactive maintenance, minimizing downtime and ensuring devices are always operating at peak efficiency.</li> <li>• <b>Automated Alerts:</b> Automated alerts for issues such as low toner, paper jams, or maintenance needs help resolve potential problems before they impact productivity.</li> </ul>

		<p><b>Consumables Management</b></p> <ul style="list-style-type: none"> <li>• <b>Automatic Supply Replenishment:</b> Our system tracks toner and other consumable levels across all devices and automatically ships replacements when needed. This ensures you never run out of essential supplies, eliminating the need for manual inventory management.</li> <li>• <b>Eco-Friendly Disposal:</b> We offer toner recycling programs to help reduce environmental impact and support your organization’s sustainability goals.</li> </ul> <p><b>Usage and Cost Reporting</b></p> <ul style="list-style-type: none"> <li>• <b>Detailed Reporting:</b> Novatech provides detailed usage and cost reports that give insights into your printing habits. These reports help identify inefficiencies, control costs, and promote responsible printing practices across your organization.</li> <li>• <b>Optimization Recommendations:</b> Based on the collected data, we offer recommendations to optimize your print fleet, such as right-sizing your device mix and reducing unnecessary prints.</li> </ul> <p><b>Security and Compliance</b></p> <ul style="list-style-type: none"> <li>• <b>Secure Printing Solutions:</b> Our MPS includes secure printing options, such as user authentication and follow-me printing, which protect sensitive information and ensure compliance with industry regulations.</li> <li>• <b>Data Protection:</b> Novatech’s MPS incorporates measures to safeguard your network and data from security breaches related to printing and document management.</li> </ul> <p><b>Support and Maintenance</b></p> <ul style="list-style-type: none"> <li>• <b>24/7 Support:</b> Our dedicated support team is available around the clock to assist with any issues or inquiries. We also offer on-site service to quickly resolve hardware problems.</li> </ul> <p>Preventative Maintenance: Regular preventative maintenance ensures that your devices remain in optimal condition, extending their lifespan and improving reliability.</p>
	<p><i>Outline any software solutions offered and applicable features such as document management, workflow optimization, and mobile and cloud integration.</i></p>	<p>Novatech offers a comprehensive suite of software solutions designed to enhance document management, optimize workflows, and integrate seamlessly with mobile and cloud environments. Here’s an overview of the solutions and features:</p> <p style="text-align: center;"><b>PaperCut</b></p> <p><b>Document Management:</b> PaperCut provides robust tracking and control over print, copy, and scan functions, allowing organizations to monitor and reduce waste while maintaining document security. Features include secure print release and detailed usage reports that help optimize printing practices.</p> <p><b>Workflow Optimization:</b> PaperCut enables users to streamline workflows by automating print jobs and offering "Find-Me" printing, which allows users to print to a single queue and retrieve documents from any enabled device. This reduces unnecessary prints and enhances overall efficiency.</p> <p><b>Mobile and Cloud Integration:</b> PaperCut supports mobile and BYOD (Bring Your Own Device) printing, enabling users to print from smartphones, tablets, and laptops. Additionally, it integrates seamlessly with cloud services like Google Drive, OneDrive, and Dropbox, allowing for direct print and scan to/from the cloud.</p>

### ***DocuWare Cloud***

**Document Management:** DocuWare Cloud provides a highly secure, centralized repository for storing, managing, and organizing digital documents. Users can easily search, retrieve, and share documents, helping improve collaboration and reduce manual tasks. Advanced indexing and metadata tagging streamline the document retrieval process, ensuring quick access to needed information.

**Workflow Optimization:** The platform automates document-driven processes through customizable workflows, such as approval chains and document routing. This increases productivity and minimizes delays by ensuring documents are automatically directed to the right people at the right time. Workflow templates can be configured for various organizational processes like invoicing, HR, and contracts.

**Mobile and Cloud Integration:** With DocuWare Cloud, users can access and manage documents from anywhere via mobile devices, enabling remote work and flexibility. The cloud-based system also integrates with common cloud storage services like Google Drive, OneDrive, and Dropbox, allowing for seamless collaboration and document sharing. Mobile apps provide real-time access to documents and the ability to approve workflows on the go.

### ***XM Cloud Fax***

#### **Document Management:**

- **Digital Fax Archiving:** XM Cloud Fax digitizes all incoming and outgoing faxes, automatically storing them in a secure, cloud-based archive. This eliminates the need for physical fax machines and paper storage, reducing operational costs and enhancing document security.
- **Searchable Archives:** The system creates a searchable database of all faxed documents, enabling users to quickly locate and retrieve faxes by keyword, date, or sender.

#### **Workflow Optimization:**

- **Automated Routing:** Incoming faxes are automatically routed to the appropriate recipients or departments based on predefined rules. This reduces manual handling and speeds up response times.
- **Fax from Email:** XM Cloud Fax allows users to send and receive faxes directly from their email, integrating faxing into your existing digital workflows and eliminating the need for dedicated fax hardware.

#### **Mobile and Cloud Integration:**

- **Mobile Faxing:** Users can send and receive faxes from their mobile devices through the XM Cloud Fax platform, ensuring business continuity regardless of location.
- **Cloud-Based Management:** As a cloud service, XM Cloud Fax requires no on-premises hardware and integrates seamlessly with existing cloud infrastructure, providing flexibility and scalability.

	<p><i>Describe environmental and energy efficiency practices your organization follows such as end-of-life device removal and sustainability initiatives.</i></p>	<p>At Novatech, we are dedicated to advancing sustainable practices through our eco-friendly copier solutions. By partnering with manufacturers who prioritize sustainability, we address environmental impact across design, production, and recycling initiatives. Together, Novatech and our partners set high industry standards through comprehensive environmental initiatives and a shared commitment to protecting the planet.</p> <p>Our focus includes strong sustainability oversight, environmentally responsible operations, and tangible progress in environmental protection. We support your sustainability goals with a range of programs and initiatives, including:</p> <ul style="list-style-type: none"> <li>• Toner recycling programs</li> <li>• Energy-efficient technology</li> <li>• Certified carbon-neutral printing</li> <li>• Device End of Life Management (Lease Return, Device Disposal)</li> </ul>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p><b>Tennessee – 6 offices/service centers</b></p> <ul style="list-style-type: none"> <li>• <i>Headquarters &amp; Nashville Sales Office - 4106 Charlotte Ave. Nashville, TN 37209</i></li> <li>• <i>Tennessee Service Center - 2434 Atrium Way Nashville, TN 37214</i></li> <li>• <i>Sales &amp; Service Center - 7251 Appling Farms Pkwy Memphis, TN 38133</i></li> <li>• <i>Sales &amp; Service Center - 11042 Terrapin Station Lane Knoxville, TN 37932</i></li> <li>• <i>Sales &amp; Service Center - 109 Signal Mountain Rd, Chattanooga, TN 37405</i></li> <li>• <i>Sales Office - 133 West University Pkwy #105, Jackson, TN 38305</i></li> </ul> <p><b>South Carolina – 4 offices/service centers</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center - 5123 Bush River Road, Columbia, SC 29212</i></li> <li>• <i>Sales Office – 1800 Second Loop Road Suite 12, Florence, SC 29501</i></li> <li>• <i>Sales Office - 111 Smith Hines Road Suite K, Greenville, SC 29607</i></li> <li>• <i>Sales Office - 9481 Industrial Center Drive, Ladson, SC 29456</i></li> </ul> <p><b>Texas – 2 offices/service centers</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center – 4251 W. John Carpenter Fwy Irving, TX 75063</i></li> <li>• <i>Sales Office – 1300 S University Dr. #514 Fort Worth, TX 76107</i></li> </ul> <p><b>Georgia – 2 offices/service centers</b></p> <ul style="list-style-type: none"> <li>• <i>Managed IT Service Headquarters &amp; Sales Office - 950 North Point Parkway #300, Alpharetta GA 30005</i></li> <li>• <i>Georgia Service Center – 11350 Old Roswell Rd, #600, Alpharetta GA 30009</i></li> </ul> <p><b>Florida – 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center - 5131 Industry Dr Melbourne, FL 32940</i></li> </ul> <p><b>Virginia – 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center - 529 Central Drive #102, Virginia Beach, VA 23454</i></li> </ul> <p><b>Louisiana – 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center – 1044 Forum Drive Broussard, LA 70518</i></li> </ul> <p><b>Mississippi – 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• <i>Sales &amp; Service Center - 5266 Old Hwy. 11 Suite 60 Hattiesburg MS 39402</i></li> </ul>

		<p><b>Missouri – 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• Sales &amp; Service Center - 3001 North Douglass Street Malden, MO 63863</li> </ul> <p><b>Wisconsin - 1 office/service center</b></p> <ul style="list-style-type: none"> <li>• Sales &amp; Service Center - W238 N1690 Rockwood Drive Waukesha, WI 53188</li> </ul> <p>Novatech is a National Managed Office provider and is authorized to offer all products and services in all 50 states.</p>
	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p><b>Print Management Support Model:</b> Enhanced by the NSight software, which is integrated into all MPS contracts. NSight utilizes EKM, a sophisticated tool for monitoring device usage, toner levels, and generating alerts. This automation is key in streamlining print management, ensuring secure data collection, and reducing the need for manual meter readings.</p> <p>Continuous Process Improvement is fundamental to Novatech's approach, emphasizing regular assessments and modifications to meet the changing requirements of clients. This systematic process involves health checks, consultations, implementations, monitoring, and enhancements to identify inefficiencies and improve operational efficiency, ultimately aiming to reduce costs.</p> <p><b>Print &amp; Device Policy Development:</b> A collaborative effort between Novatech and our clients, a Print and Device Policy is essential for upholding high service standards and ensuring uniformity across serviced locations. Drawing from extensive experience in formulating customized policies for our clients, Novatech establishes clear guidelines and protocols that support each client's individual goals. By leveraging existing policies from other large public sector clients, Novatech identifies further opportunities to enhance workflow efficiency, security, and the optimal use of printing resources. This comprehensive strategy demonstrates Novatech's commitment to delivering tailored solutions that align with client objectives and promote sustainable, efficient print management practices.</p> <p><b>Security and Compliance:</b> Understanding the importance of data security and regulatory compliance in public sector, our solutions are designed with robust security features and are fully compliant with PCI, HIPAA, NIST 800-171 and other relevant regulations. Novatech provides multiple methods of delivering data security during implementation and post contract. All the data security protection hardware and software offered by our partners is leveraged. Security (SOC) services are 24/7 U.S. Based. All Novatech monitoring services are also U.S. based services.</p> <p><b>Novatech is Driven by Our Commitment to Excellence:</b> A company is only as strong as its vision, and ours is simple: Providing our clients and our employees with incredible experiences in the business technology marketplace. In pursuit of this mission, we've developed strong industry relationships and game-changing business solutions. Ultimately, we believe in people, and what they're capable of with the right resources. That's why the core of our business is human-focused and personalized at every step of the way—it's how we bring honesty and trust into everything we do. Novatech is dedicated to fostering a culture of diversity, equity, and inclusion throughout our organization. Our commitment and goals are to ensure that all our employees and clients are treated equally and feel supported. Together with our employees, clients, and partners, Novatech is committed to having a meaningful and positive impact on our organization and in the communities that we service through integrity and respect.</p>

<p>Solution customization and scalability</p>	<p><i>Identify any customizable solutions for the multi-function devices and/or managed print services offered in this response.</i></p>	<p>Novatech provides a comprehensive suite of multi-function devices and managed print services tailored to meet the diverse needs of State, Local, Education and Non-Profit clients. Our services are designed to streamline all aspects of business printing devices, which includes hardware, document solutions software, data security, customer service, support, and consumables like toner.</p> <p><b>Multi-Function Device Customization:</b></p> <p><u>Customizable Touch Screens:</u> MFDs come with tablet-like interfaces that allow users to customize the home screen with frequently used apps and functions<sup>1</sup>. This makes navigation and operation more intuitive and efficient.</p> <p><u>Workflow Automation:</u> MFDs can be integrated with software solutions to automate repetitive tasks such as scanning, routing, and archiving documents<sup>1</sup>. This helps streamline workflows and improve productivity.</p> <p><u>Security Features:</u> Customizable security options include user authentication via passcodes or ID card readers, secure print release, and encrypted data transmission. These features help protect sensitive information and ensure compliance with data privacy regulations.</p> <p><u>Cloud Integration:</u> MFDs offer seamless integration with cloud services like Google Drive, Dropbox, and OneDrive<sup>1</sup>. This allows users to print and scan documents directly to and from the cloud, enhancing accessibility and collaboration.</p> <p><u>Mobile Printing:</u> Customizable mobile printing solutions enable users to print from smartphones and tablets using apps or wireless connectivity. This is particularly useful for remote or mobile work environments.</p> <p><u>Advanced Finishing Options:</u> MFDs offer customizable finishing options such as stapling, hole punching, and booklet making<sup>4</sup>. These features are ideal for creating professional-quality documents in-house.</p> <p>Novatech customizes the MFDs during our preinstall process and/or onsite during install to specific organizational needs, enhancing efficiency and productivity.</p> <p><b>Novatech Managed Print Customization:</b></p> <p><u>NSight Analysis:</u> An in-depth evaluation of a business's printing needs, including scanning, printing, copying, and faxing, as well as an inventory of current printer assets. This analysis helps us identify the most suitable copier, printer, and document solutions for a business's specific requirements in terms of functionality, price, and performance.</p> <p><u>Managed Print Assessment (MPA):</u> Provides a detailed analysis of a client's print fleet, revealing usage patterns, the number of printers in operation, their status, and opportunities for strategic printer consolidation. This assessment is crucial for controlling print costs and improving operational efficiency</p> <p><u>Automated Supplies Management:</u> Monitor devices and automate the shipment of toner and other supplies, ensuring minimal downtime.</p> <p><u>Cost Consolidation:</u> By consolidating vendors and agreements, Novatech helps streamline costs and provide predictable monthly invoices.</p> <p><u>Cloud-Based Management:</u> Novatech's cloud-based print management solutions help manage document creation, rules-based printing, and cost accounting.</p>
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	<p><i>Outline the scalability of the solutions offered for varying organizational sizes and growth trajectories.</i></p>	<p>Novatech offers highly scalable MPS tailored to meet the unique needs of organizations of all sizes, from small businesses to large enterprises. Our solutions are designed to grow alongside all organizations, ensuring seamless integration and consistent performance, regardless of your size or growth trajectory.</p> <p><b>Customizable Configurations:</b> Our MPS solutions are fully customizable, allowing us to adapt to your current operational needs while planning for future expansion. We offer a broad range of devices and software solutions that can be easily scaled up or down as your organization evolves.</p> <p><b>Flexible Deployment:</b> Whether your organization is centralized in a single location or spread across multiple sites, our deployment strategies are designed to ensure optimal performance and efficiency. We can scale our services to support both small offices and large, distributed environments with ease.</p> <p><b>Growth-Driven Solutions:</b> As your organization grows, so do your printing and document management needs. Novatech's solutions are built with growth in mind, offering easy upgrades and the addition of new devices and features without disrupting your operations. Our proactive monitoring and management ensure that your print environment remains efficient and cost-effective, even as demands increase.</p> <p><b>Adaptable Support:</b> Our dedicated support teams are equipped to handle the changing needs of your organization. As you scale, we can provide enhanced service levels, additional training, and expanded support to ensure that your MPS solutions continue to meet your evolving requirements.</p>

		<p><b>Cost Management:</b> We understand that growth can bring new financial challenges. Our scalable MPS solutions are designed to offer predictable cost structures, with options for scaling your services in line with your budget, ensuring that you maintain control over your expenses as your organization expands.</p> <p>By choosing Novatech, you can be confident that your MPS will grow in tandem with your organization, providing consistent, reliable, and cost-effective support at every stage.</p>
Customer implementation and support plan	<p><i>Describe your company's implementation and training plan for new customers, including a general timeline for implementation services.</i></p>	<p><b>Novatech MPS Implementation and Transition Process:</b> Through our structured Implementation and Training Process, Novatech aims to ensure a seamless transition, reduce implementation time, and improve overall quality, resulting in enhanced client satisfaction.</p> <p><u>Client Resources Required:</u></p> <ol style="list-style-type: none"> <li>1. Administration Management/Staff: Provide requirements and assessment.</li> <li>2. Technology Services Representative: Offer network support and coordinate training.</li> <li>3. Office Facility Representative: Assist with site preparation.</li> <li>4. Contract Manager: Oversee the contract with Novatech.</li> </ol> <p>Below is a high-level overview of a typical implementation timeline, including major tasks.</p> <p><u>Week 1: RFP Award:</u> Finalize contract documentation and draft an initial agreement for assessment and service transition.</p> <p><u>Week 2: Project Kickoff Workshop:</u> Following contract execution, a Project Governance meeting (Kickoff Workshop) will be scheduled. Key discussion points include:</p> <ul style="list-style-type: none"> <li>• Communications: Establish a weekly meeting cadence for the core team and monthly updates for sponsors.</li> <li>• Escalation Process: Finalize the escalation procedures in the Procedures Manual.</li> <li>• Project Documentation &amp; Management: Develop management plans for deliverables, schedules, costs, risks, communications, and scope changes.</li> <li>• Review the Statement of Work (SOW), project timeline, define key tasks, and establish a communications plan with key stakeholders.</li> </ul> <p><u>Weeks 3–6: Print Assessment:</u> Conduct a comprehensive discovery and assessment of the Client's current and future state fleet of devices, including:</p> <ul style="list-style-type: none"> <li>• Planning and scheduling the discovery process.</li> <li>• Communicating the discovery efforts to all relevant personnel.</li> <li>• Utilizing network discovery tools and gathering device-specific data.</li> <li>• Conducting on-site interviews to understand copy/print usage and document applications.</li> <li>• Upon completion, Novatech will compile data, propose future fleet recommendations, and provide a detailed analysis of the current fleet.</li> </ul> <p><u>Weeks 7–8: Project Start Up &amp; Implementation:</u> Organize and commence the implementation.</p> <ul style="list-style-type: none"> <li>• Reviewing the implementation plan with the project team.</li> <li>• Establishing communication cadence for status meetings.</li> <li>• Coordinating with technical experts and third-party vendors.</li> <li>• Deliver and implement the solution, ensure facilities are prepared, user workflows are developed, and technical processes are refined.</li> </ul>

		<p><b>Week 9: Site Completion – Finalize Implementation:</b> Conclude the implementation with a “Go-Live” meeting, conduct a post-install survey, and document key learnings.</p> <p><b>Week 10: Steady State:</b> Transition to regular operations with ongoing business reviews to align objectives and ensure performance meets required standards. Regular meetings will be conducted with end-users and IT to review performance and identify opportunities for improvement.</p> <p><b>Training Plan:</b> Novatech will develop and document a training plan to educate Client’s end-users on device features and functionality. The training plan includes:</p> <ul style="list-style-type: none"> <li>• Training Delivery: On-site and remote/web-based training.</li> <li>• Educational Materials: Provision of job aids, resource materials, and communication events (e.g., emails, presentations).</li> <li>• Training Logistics: Agreed upon scheduling and delivery of training sessions, which will be conducted Monday through Friday, 8:00 AM - 5:00 PM local time.</li> <li>• Training Environment: Client will provide suitable facilities and basic training aids as requested by Novatech.</li> </ul>
	<p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p>At Novatech, we understand that the success of your MFDs and MPS is not only dependent on the initial deployment but also on the ongoing support and training we provide. We are committed to ensuring that every organization maximizes the value of our solutions through comprehensive, continuous training and consulting services.</p> <p><b>Initial and Ongoing Training:</b></p> <ul style="list-style-type: none"> <li>• <u>Onboarding Training:</u> Upon implementation, we offer comprehensive training sessions tailored to your organization's specific needs. This includes hands-on training for end-users on how to effectively utilize the MFDs and related software, as well as administrative training for IT and management staff on monitoring and managing the print environment.</li> <li>• <u>Continuous Learning:</u> We provide ongoing training opportunities, including refresher courses, new feature introductions, and best practices to ensure your team remains proficient as new technologies and updates are rolled out. Training sessions can be conducted on-site or remotely, depending on your preference.</li> </ul> <p><b>Customized Training Programs:</b></p> <ul style="list-style-type: none"> <li>• <u>Tailored Content:</u> Our training programs are customized to meet the unique needs of your organization. Whether you require basic user training or advanced administrative guidance, we design our sessions to be relevant and practical.</li> <li>• <u>User Manuals and Guides:</u> We provide detailed user manuals, quick-reference guides, and video tutorials that are accessible to all employees, ensuring that everyone has the resources needed to operate the equipment efficiently.</li> </ul>

		<p><b>Consulting Services:</b></p> <ul style="list-style-type: none"> <li>• <u>Strategic Consulting:</u> Our consulting services go beyond simple troubleshooting. We work with your organization to develop and refine print strategies that align with your overall business goals. This includes optimizing device placement, reducing costs, enhancing security, and improving workflow efficiency.</li> <li>• <u>Regular Reviews and Assessments:</u> We conduct periodic reviews of your MPS environment to assess performance, identify areas for improvement, and recommend adjustments. Our proactive approach ensures that your print environment continues to meet your evolving needs.</li> </ul> <p><b>Dedicated Support Team:</b></p> <ul style="list-style-type: none"> <li>• <u>Access to Experts:</u> Novatech provides a dedicated support team that is available to answer questions, provide technical assistance, and offer guidance on optimizing your print environment. Our experts are just a phone call or email away, ensuring prompt and effective support.</li> <li>• <u>Customer Success Managers:</u> Each customer is assigned a Customer Success Manager who acts as a single point of contact for all training and consulting needs. They are responsible for ensuring that your organization receives the support necessary to maximize the benefits of our solutions.</li> </ul> <p><b>Online Resources and Help Desk:</b></p> <ul style="list-style-type: none"> <li>• <u>24/7 Access:</u> Our online portal provides 24/7 access to a wide range of resources, including troubleshooting guides, FAQs, and video tutorials. Additionally, our help desk is available to provide real-time support for any issues that may arise.</li> </ul> <p>By partnering with Novatech, your organization will benefit from ongoing training and consulting services designed to ensure the successful adoption and long-term efficiency of our MFDs and MPS solutions. Our commitment to your success doesn't end at implementation; it continues throughout our partnership.</p>
<p>Technical support and maintenance services</p>	<p><i>Outline what levels of technical support are available to customers, including standard response and resolution timelines.</i></p>	<p>At Novatech, we prioritize delivering exceptional technical support to ensure the smooth operation of your MFDs and MPS. Our support structure is designed to provide prompt, reliable assistance, minimizing downtime and ensuring your organization's productivity.</p> <p><b>Levels of Technical Support:</b></p> <ul style="list-style-type: none"> <li>• <u>Tier 1 Support:</u> This is your first point of contact for any technical issues. Our Tier 1 support team is equipped to handle common troubleshooting tasks, including basic device issues, software inquiries, and connectivity problems. They provide quick solutions for standard issues or escalate more complex problems as needed.</li> <li>• <u>Tier 2 Support:</u> For more complex technical challenges, our Tier 2 team offers advanced troubleshooting and in-depth technical expertise. This team addresses issues that require a higher level of technical knowledge, such as intricate device malfunctions, network integration problems, and specialized software support.</li> <li>• <u>Field Service Technicians:</u> For issues that cannot be resolved remotely, we dispatch experienced field service technicians to your location. These experts are capable of diagnosing and repairing hardware issues on-site, ensuring minimal disruption to your operations.</li> </ul>

**Response – Service Level Agreements (“SLA”)**

Novatech agrees to meet the following SLA’s:

- 98% service level uptime
- Remote Support: Upon receiving a support request, our remote support team typically responds within 1 hour during standard business hours. Critical issues reported outside of business hours are addressed as soon as possible, with priority given to service-impacting problems.
- 4–8-hour onsite response time for Non-Critical MFD Issues / Next business day for printers (Subject to Primary Coverage Area)
- 2–3-hour onsite response time for Priority 1 (Critical) issues
- First Time Fix: 90% of all Service Calls or Better.

**Resolution Time:**

- Remote Resolutions: Many common issues are resolved within 2-4 hours of the initial response. Our remote team is adept at quickly diagnosing and fixing problems to restore functionality with minimal delay.
- On-Site Resolutions: For hardware-related issues requiring on-site intervention, our goal is to resolve the issue within 24 hours of the technician’s arrival. Complex repairs or parts replacements may extend this timeframe, but we work diligently to minimize any delays.

**Proactive Monitoring and Maintenance:**

- Automated Monitoring: Our MFDs and MPS solutions include proactive monitoring tools that automatically detect and report potential issues before they impact your operations. This enables us to address problems preemptively, often before you’re even aware of them.
- Scheduled Maintenance: Regular maintenance visits are scheduled to ensure your equipment remains in optimal condition. These visits include thorough inspections, software updates, and any necessary adjustments to prevent unexpected breakdowns.

**Customer Support Accessibility:**

- 24/7 Support Portal: Customers have access to our online support portal, which provides resources, ticket tracking, and direct communication with our support team. This ensures that you can always check the status of your request and receive timely updates.
- Help Desk Availability: Our help desk is available during standard business hours to assist with any technical issues or questions. For customers with critical operations, we offer extended support hours, including evenings and weekends, to ensure that assistance is always available when needed.

**Escalation Procedures:**

- Priority Escalation: For critical issues that require immediate attention, we have a priority escalation process to ensure that your case is handled swiftly by the appropriate level of support. Senior technicians and management are involved as needed to expedite resolution.

	<p><i>Outline any maintenance solutions for devices and/or software such as preventative maintenance, service level agreements, and remote diagnostics.</i></p>	<p>By choosing Novatech, you gain access to a robust and responsive technical support system designed to keep your MFDs and MPS solutions running smoothly. Our commitment to rapid response and effective resolution ensures that your organization can maintain its productivity and efficiency without interruption. Please refer to the previous response for full details.</p>
<p>Integration with other platforms</p>	<p><i>Describe integration capabilities your software solutions can provide with existing IT infrastructure or other platforms/systems.</i></p>	<p>Novatech, Inc. offers software solutions with robust integration capabilities designed to seamlessly align with existing IT infrastructure and other platforms/systems. Our solutions are compatible with a wide range of operating systems, network environments, and enterprise applications, ensuring smooth integration with your current technology stack. Key integration capabilities include:</p> <p><b>Compatibility with Major Platforms:</b> Our software supports integration with widely used platforms such as Windows, macOS, Linux, and various cloud services, ensuring interoperability across different operating systems and environments.</p> <p><b>Active Directory and LDAP Integration:</b> Our solutions can integrate with Active Directory (AD) and Lightweight Directory Access Protocol (LDAP), enabling user authentication and access control based on existing user roles and permissions within your organization.</p> <p><b>Seamless Connection with Print Management Solutions:</b> Our managed print services (MPS) software, including PaperCut and other leading print management tools, can be integrated into your existing IT environment. This allows for centralized print management, monitoring, and reporting, which enhances security and reduces costs.</p> <p><b>API and Custom Integration:</b> For organizations with specific needs, our software solutions provide API support, allowing for custom integrations with other enterprise systems, such as Enterprise Resource Planning (ERP), Customer Relationship Management (CRM), and document management systems.</p> <p><b>Cloud and Hybrid Environments:</b> Our solutions are designed to work in both on-premises and cloud environments, offering flexibility for organizations that utilize hybrid IT infrastructure. This ensures that your print and document management processes remain consistent and secure, regardless of the deployment model.</p> <p><b>Security and Compliance:</b> Novatech's solutions are built with security in mind, integrating seamlessly with existing security frameworks to ensure compliance with industry standards and regulations, such as GDPR, HIPAA, and others relevant to your industry.</p>
<p>Security protocols and privacy protection</p>	<p><i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i></p>	<p>At Novatech, the protection of privacy and data, particularly Personally Identifiable Information (PII) of both internal and external stakeholders, is of utmost importance. We have implemented comprehensive protocols and security measures to ensure that all data processed through our MFDs and MPS remains secure and confidential.</p> <p><b>Data Encryption:</b></p> <ul style="list-style-type: none"> <li>• <b>Encryption in Transit:</b> All data transmitted between MFDs, servers, and end-user devices is encrypted using industry-standard protocols such as TLS (Transport Layer Security) to prevent unauthorized access during transmission.</li> <li>• <b>Encryption at Rest:</b> Sensitive data stored on MFDs, including scanned documents, print jobs, and user information, is encrypted using AES-256 encryption, ensuring that data remains secure even if the device or storage media is compromised.</li> </ul>

		<p><b>Secure Authentication and Access Control:</b></p> <ul style="list-style-type: none"> <li>• <u>User Authentication:</u> We employ multi-factor authentication (MFA) for accessing MFDs and related systems, ensuring that only authorized personnel can access or manage sensitive information. This includes the use of passwords, PIN codes, and biometric verification where applicable.</li> <li>• <u>Role-Based Access Control (RBAC):</u> Access to data and system functions is restricted based on user roles. This ensures that users only have access to the information and features necessary for their responsibilities, minimizing the risk of unauthorized access to sensitive data.</li> </ul> <p><b>Data Erasure and Retention Policies:</b></p> <ul style="list-style-type: none"> <li>• <u>Automatic Data Deletion:</u> To prevent unauthorized access to stored data, we implement automatic data deletion protocols for temporary files, print jobs, and scanned documents once they have been processed. This reduces the risk of data being accessed after it is no longer needed.</li> <li>• <u>End-of-Life Device Management:</u> When an MFD reaches the end of its lifecycle, we follow stringent data erasure procedures to ensure that all stored data is securely wiped from the device before disposal or repurposing. This includes overwriting storage media multiple times to prevent data recovery.</li> </ul> <p><b>Secure Print Release:</b></p> <ul style="list-style-type: none"> <li>• <u>Follow-Me Printing:</u> Our MPS solutions include secure print release features, where print jobs are only released when the authorized user is physically present at the device. This prevents sensitive documents from being left unattended on the printer, protecting privacy and reducing the risk of data breaches.</li> <li>• <u>User Authentication at Print Release:</u> Users must authenticate themselves at the MFD to release their print jobs, ensuring that documents are only accessible to the intended recipient.</li> </ul> <p><b>Compliance with Data Protection Regulations:</b></p> <ul style="list-style-type: none"> <li>• <u>GDPR, CCPA, and HIPAA Compliance:</u> Novatech’s data protection protocols are designed to comply with relevant data protection regulations, including GDPR (General Data Protection Regulation), CCPA (California Consumer Privacy Act), and HIPAA (Health Insurance Portability and Accountability Act). We ensure that our practices meet or exceed the required standards for handling PII.</li> <li>• <u>Regular Audits and Assessments:</u> We conduct regular security audits and vulnerability assessments to ensure that our systems and protocols remain compliant with evolving data protection laws and industry standards.</li> </ul> <p><b>Employee Training and Awareness:</b></p> <ul style="list-style-type: none"> <li>• <u>Data Privacy Training:</u> All Novatech employees undergo regular training on data privacy and security best practices. This includes training on identifying and preventing potential security threats, handling PII responsibly, and adhering to company policies and legal requirements.</li> <li>• <u>Incident Response Protocols:</u> Our staff is trained in incident response procedures to ensure swift and effective action in the event of a data breach or security incident. This includes containment, investigation, and notification processes to mitigate impact and comply with legal obligations.</li> </ul>
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		<p><b>Continuous Monitoring and Threat Detection:</b></p> <ul style="list-style-type: none"> <li>• <u>Real-Time Monitoring:</u> We use advanced monitoring tools to continuously track system activity, identify potential security threats, and respond to anomalies in real-time. This proactive approach helps prevent data breaches and ensures the integrity of your data.</li> <li>• <u>Threat Detection and Response:</u> Our security systems are equipped with threat detection capabilities that alert us to potential vulnerabilities or attacks. We have protocols in place to respond quickly to any detected threats, minimizing the risk of data exposure.</li> </ul> <p>By implementing these rigorous data protection protocols, Novatech ensures that the privacy and security of all personal identifiable information are safeguarded at every stage of your MPS and MFD operations. Our commitment to data security is integral to our service delivery, providing you with peace of mind and confidence in the safety of your information.</p>
	<p><i>Outline how your software and security solutions meet necessary compliance and regulatory requirements.</i></p>	<p>Novatech's software and security solutions are designed with a comprehensive focus on ensuring compliance with key regulatory frameworks and industry standards, including:</p> <p><b>Data Privacy and Protection Laws:</b> Compliance with General Data Protection Regulation (GDPR) for organizations handling data of EU citizens, ensuring data integrity, confidentiality, and availability.</p> <ul style="list-style-type: none"> <li>• Adherence to Health Insurance Portability and Accountability Act (HIPAA) for clients in the healthcare sector, securing Protected Health Information (PHI) through encryption, access controls, and audit trails.</li> </ul> <p><b>Industry Standards and Certifications:</b></p> <ul style="list-style-type: none"> <li>• ISO/IEC 27001: Our solutions align with this international standard for information security management systems (ISMS), ensuring a structured and comprehensive approach to securing sensitive information.</li> <li>• NIST Cybersecurity Framework: We implement controls in line with NIST standards to identify, protect, detect, respond, and recover from cybersecurity threats.</li> </ul> <p><b>Document Management and Security:</b></p> <ul style="list-style-type: none"> <li>• SOC 2 Compliance: Our document management systems are designed to meet SOC 2 requirements, focusing on the five Trust Service Criteria: security, availability, processing integrity, confidentiality, and privacy.</li> <li>• FIPS 140-2 Encryption: To secure data in transit and at rest, our solutions use FIPS 140-2 validated encryption, meeting federal standards for cryptographic modules.</li> </ul> <p><b>Access Control and User Authentication:</b></p> <ul style="list-style-type: none"> <li>• Multi-Factor Authentication (MFA): To prevent unauthorized access, our solutions support MFA, ensuring that only verified users can access sensitive systems and information.</li> <li>• Role-Based Access Control (RBAC): Our solutions implement RBAC to limit access to sensitive data based on the user's role, ensuring compliance with the principle of least privilege.</li> </ul> <p><b>Continuous Monitoring and Reporting:</b> Our security solutions provide real-time monitoring and alerting for potential security incidents, with detailed logging and reporting to meet regulatory audit requirements.</p>

Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p><b>Hours of Operation:</b> Novatech's Customer Service Department is available from 6:00 AM to 5:00 PM CST, Monday through Friday. These hours ensure that we can address issues promptly and provide support during critical business hours.</p> <p><b>Issue Resolution Process:</b></p> <ul style="list-style-type: none"> <li>• <b>Initial Contact:</b> Customers can reach our support team via phone, email, or through our customer portal. Each request is logged into our system and assigned a unique ticket number for tracking.</li> <li>• <b>Tiered Support:</b> Novatech employs a tiered support structure to resolve issues efficiently. Simple issues are handled by front-line support, while more complex problems are escalated to specialized technicians.</li> <li>• <b>Remote and On-Site Support:</b> Many issues can be resolved remotely through our helpdesk, but if on-site service is required, a technician will be dispatched promptly.</li> <li>• <b>Proactive Monitoring:</b> Our Managed Print Services include remote monitoring of devices, allowing us to detect and resolve issues before they impact your operations.</li> </ul> <p><b>Number of Service Centers:</b> Novatech operates over 30 service centers across the United States, ensuring broad geographic coverage and rapid response times. Each service center is staffed with certified technicians and equipped with the necessary tools and parts to address most service needs on the first visit. Additionally, Novatech benefits from the strong relationships we have with our business partners. If needed, Novatech has access to high level technical and solutions support from our manufacturers, to address complex customer issues.</p> <p><b>Customer Satisfaction:</b> Novatech prioritizes customer satisfaction through regular follow-ups and feedback collection. Our team conducts post-service surveys to ensure that issues are resolved to the customer's satisfaction and to identify areas for improvement.</p> <p><b>Emergency Support:</b> In case of critical issues outside of regular business hours, Novatech offers emergency support services to minimize downtime and ensure continuity of operations.</p>				
Financial condition of vendor	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i></p>	<p style="text-align: center;"><b><u>Balance Sheet - December 31, 2021</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><b>ASSETS</b></th> <th style="text-align: left; padding: 5px;"><b>LIABILITIES AND SHAREHOLDERS' EQUITY</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>• Cash and cash equivalents: \$3,318</li> <li>• Net Accounts receivable: \$9,336</li> <li>• Total Inventory: \$7,032</li> <li>• Prepaid expenses/Advances: \$7,027</li> <li>• Other current assets/Deposits: (\$59)               <ul style="list-style-type: none"> <li>○ <b><u>Total current assets: \$26,654</u></b></li> </ul> </li> <li>• Fixed Assets, net: \$6,146</li> <li>• Goodwill/Intangibles, net: \$60,204</li> <li>• Other assets: \$1,059               <ul style="list-style-type: none"> <li>○ <b><u>Total assets: \$94,063</u></b></li> </ul> </li> </ul> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>• Revolver (LOC): \$4,000</li> <li>• Long term debt - current portion: \$844</li> <li>• Accounts payable: \$5,588</li> <li>• Accrued liabilities: \$3,006</li> <li>• Other current liabilities: \$1,585               <ul style="list-style-type: none"> <li>○ <b><u>Total current liabilities: \$15,023</u></b></li> </ul> </li> <li>• Long Term Debt: \$37,059</li> <li>• Other long-term liabilities: \$1,430               <ul style="list-style-type: none"> <li>○ <b><u>Total liabilities: \$53,512</u></b></li> </ul> </li> <li>• Shareholders' equity: \$40,552               <ul style="list-style-type: none"> <li>○ <b><u>Total liabilities &amp; equity: \$94,063</u></b></li> </ul> </li> </ul> </td> </tr> </tbody> </table>	<b>ASSETS</b>	<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<ul style="list-style-type: none"> <li>• Cash and cash equivalents: \$3,318</li> <li>• Net Accounts receivable: \$9,336</li> <li>• Total Inventory: \$7,032</li> <li>• Prepaid expenses/Advances: \$7,027</li> <li>• Other current assets/Deposits: (\$59)               <ul style="list-style-type: none"> <li>○ <b><u>Total current assets: \$26,654</u></b></li> </ul> </li> <li>• Fixed Assets, net: \$6,146</li> <li>• Goodwill/Intangibles, net: \$60,204</li> <li>• Other assets: \$1,059               <ul style="list-style-type: none"> <li>○ <b><u>Total assets: \$94,063</u></b></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Revolver (LOC): \$4,000</li> <li>• Long term debt - current portion: \$844</li> <li>• Accounts payable: \$5,588</li> <li>• Accrued liabilities: \$3,006</li> <li>• Other current liabilities: \$1,585               <ul style="list-style-type: none"> <li>○ <b><u>Total current liabilities: \$15,023</u></b></li> </ul> </li> <li>• Long Term Debt: \$37,059</li> <li>• Other long-term liabilities: \$1,430               <ul style="list-style-type: none"> <li>○ <b><u>Total liabilities: \$53,512</u></b></li> </ul> </li> <li>• Shareholders' equity: \$40,552               <ul style="list-style-type: none"> <li>○ <b><u>Total liabilities &amp; equity: \$94,063</u></b></li> </ul> </li> </ul>
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**Total Revenues:** \$101,609,840 (YTD)  
**Total COGS:** \$53,140,535 (YTD)  
**Total Gross Profit:** \$48,469,306 (YTD)  
**Total Operating Expense:** \$41,668,252 (YTD)  
**NET INCOME:** \$6,801,053 (YTD)  
**Total Interest/Depr/Amort/Tax:** \$13,580,275 (YTD)  
**EBITDA:** \$20,381,328 (YTD)  
**EBITDA Adjustments:** (\$1,989,743) (YTD)  
**ADJ EBITDA:** \$18,391,585

**Balance Sheet - December 31, 2022**

<b>ASSETS</b>	<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>
<ul style="list-style-type: none"> <li>• Cash and cash equivalents: \$2,890</li> <li>• Net Accounts receivable: \$8,984</li> <li>• Total Inventory: \$8,385</li> <li>• Prepaid expenses/Advances: \$2,810</li> <li>• Other current assets/Deposits: \$0               <ul style="list-style-type: none"> <li>○ <b>Total current assets: \$23,069</b></li> </ul> </li> <li>• Fixed Assets, net: \$4,928</li> <li>• Goodwill/Intangibles, net: \$53,980</li> <li>• Other assets: \$1,130               <ul style="list-style-type: none"> <li>○ <b>Total assets: \$83,107</b></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Revolver (LOC): ---</li> <li>• Long term debt - current portion: \$408</li> <li>• Accounts payable: \$4,6938</li> <li>• Accrued liabilities: \$3,632</li> <li>• Other current liabilities: \$1,130               <ul style="list-style-type: none"> <li>○ <b>Total current liabilities: \$9,864</b></li> </ul> </li> <li>• Long Term Debt: \$30,181</li> <li>• Other long-term liabilities: \$1,282               <ul style="list-style-type: none"> <li>○ <b>Total liabilities: \$41,327</b></li> </ul> </li> <li>• Shareholders' equity: \$41,780               <ul style="list-style-type: none"> <li>○ <b>Total liabilities &amp; equity: \$83,107</b></li> </ul> </li> </ul>

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**Total Revenues:** \$119,483,510 (YTD)  
**Total COGS:** \$64,096,750 (YTD)  
**Total Gross Profit:** \$55,386,760 (YTD)  
**Total Operating Expense:** \$52,883,102 (YTD)  
**NET INCOME:** \$2,503,658 (YTD)  
**Total Interest/Depr/Amort/Tax:** \$15,400,983 (YTD)  
**EBITDA:** \$17,904,641 (YTD)  
**EBITDA Adjustments:** \$2,099,200 (YTD)  
**ADJ EBITDA:** \$20,003,841

		<p style="text-align: center;"><b>Balance Sheet – December 31, 2023</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 50%;"><b>ASSETS</b></th> <th style="text-align: left; width: 50%;"><b>LIABILITIES AND SHAREHOLDERS' EQUITY</b></th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>• Cash and cash equivalents: \$1,462</li> <li>• Net Accounts receivable: \$12,201</li> <li>• Total Inventory: \$5,885</li> <li>• Prepaid expenses/Advances: \$3,122</li> <li>• Other current assets/Deposits: \$1               <ul style="list-style-type: none"> <li>○ <b>Total current assets: \$22,671</b></li> </ul> </li> <li>• Fixed Assets, net: \$4,355</li> <li>• Goodwill/Intangibles, net: \$51,328</li> <li>• Other assets: \$15,883               <ul style="list-style-type: none"> <li>○ <b>Total assets: \$94,237</b></li> </ul> </li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Revolver (LOC): \$1,750</li> <li>• Long term debt - current portion: \$368</li> <li>• Accounts payable: \$4,334</li> <li>• Accrued liabilities: \$4,014</li> <li>• Other current liabilities: \$4,663               <ul style="list-style-type: none"> <li>○ <b>Total current liabilities: \$15,129</b></li> </ul> </li> <li>• Long Term Debt: \$22,837</li> <li>• Other long-term liabilities: \$13,504               <ul style="list-style-type: none"> <li>○ <b>Total liabilities: \$51,470</b></li> </ul> </li> <li>• Shareholders' equity: \$42,767               <ul style="list-style-type: none"> <li>○ <b>Total liabilities &amp; equity: \$94,237</b></li> </ul> </li> </ul> </td> </tr> </tbody> </table> <p style="text-align: center;">-----</p> <p><b>Total Revenues:</b> \$148,504,584 (YTD)  <b>Total COGS:</b> \$72,400,532 (YTD)  <b>Total Gross Profit:</b> \$65,715,917 (YTD)  <b>Total Operating Expense:</b> \$65,113,946 (YTD)  <b>NET INCOME:</b> \$601,971 (YTD)  <b>Total Interest/Depr/Amort/Tax:</b> \$18,156,792 (YTD)  <b>EBITDA:</b> \$18,758,763 (YTD)  <b>EBITDA Adjustments:</b> \$3,923,641 (YTD)  <b>ADJ EBITDA:</b> \$22,682,404</p>	<b>ASSETS</b>	<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<ul style="list-style-type: none"> <li>• Cash and cash equivalents: \$1,462</li> <li>• Net Accounts receivable: \$12,201</li> <li>• Total Inventory: \$5,885</li> <li>• Prepaid expenses/Advances: \$3,122</li> <li>• Other current assets/Deposits: \$1               <ul style="list-style-type: none"> <li>○ <b>Total current assets: \$22,671</b></li> </ul> </li> <li>• Fixed Assets, net: \$4,355</li> <li>• Goodwill/Intangibles, net: \$51,328</li> <li>• Other assets: \$15,883               <ul style="list-style-type: none"> <li>○ <b>Total assets: \$94,237</b></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Revolver (LOC): \$1,750</li> <li>• Long term debt - current portion: \$368</li> <li>• Accounts payable: \$4,334</li> <li>• Accrued liabilities: \$4,014</li> <li>• Other current liabilities: \$4,663               <ul style="list-style-type: none"> <li>○ <b>Total current liabilities: \$15,129</b></li> </ul> </li> <li>• Long Term Debt: \$22,837</li> <li>• Other long-term liabilities: \$13,504               <ul style="list-style-type: none"> <li>○ <b>Total liabilities: \$51,470</b></li> </ul> </li> <li>• Shareholders' equity: \$42,767               <ul style="list-style-type: none"> <li>○ <b>Total liabilities &amp; equity: \$94,237</b></li> </ul> </li> </ul>
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History of meeting products and services deadlines	<p><i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i></p>	<p>Novatech follows a well-structured and efficient process for product pickup, delivery, and implementation to ensure timely and seamless integration with minimal disruption to operations. Delivery Execution Activities include:</p> <ul style="list-style-type: none"> <li>• <b>Facilities Inspection:</b> Conduct site inspections to identify and address necessary modifications.</li> <li>• <b>End-User Workflow Development:</b> Design and implement streamlined printing and workflow processes to support enterprise-wide applications.</li> <li>• <b>Technical Process Development:</b> Review, refine, and implement all required technical processes, ensuring that technology solutions are optimally aligned with business needs.</li> <li>• <b>Hardware and Software Installation:</b> Complete installation, configuration, testing, and training for all hardware and software components.</li> </ul>				
	<p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>2023 - \$148M          2022 - \$119M          2021 - \$101M</p>				

		<ul style="list-style-type: none"> <li>• <b>Client Handbook Creation:</b> Develop a Client Handbook detailing services, processes, and key contact information for end users.</li> <li>• <b>Operational Workflow Documentation:</b> Establish and document operational and account management workflows in an Operations Handbook.</li> <li>• <b>Performance Monitoring:</b> Initiate monitoring of critical success factors and conduct regular progress review meetings with the client.</li> <li>• <b>Device Pickup:</b> Coordinate the removal of existing devices for return to the leasing company.</li> </ul>
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	<p>Novatech's reporting solutions offer comprehensive and customizable management reports tailored to meet the diverse needs of each eligible agency. Our systems provide the following capabilities:</p> <p><b>Consolidated Billing by Location:</b> Novatech offers centralized and location-specific billing solutions that aggregate costs across multiple sites. These reports can be broken down by department, cost center, or geographic location, providing transparency and ease of financial management.</p> <ul style="list-style-type: none"> <li>• Monthly, quarterly, or annual billing cycles can be customized, and reports can be exported in various formats such as PDF, Excel, or CSV, ensuring seamless integration with your existing financial systems.</li> </ul> <p><b>Time and Attendance Reports:</b> Our MPS include detailed time and attendance tracking for device usage. These reports provide insights into print, copy, scan, and fax activities, categorized by user, department, or device. This data helps identify trends, optimize resource allocation, and enforce policy compliance.</p> <ul style="list-style-type: none"> <li>• Automated scheduling of these reports ensures that key stakeholders receive timely updates without manual intervention.</li> </ul> <p><b>Usage Analytics and Device Performance Reports:</b> Novatech provides in-depth usage analytics that capture metrics such as print volume, toner usage, and device uptime. These reports highlight patterns and identify potential areas for cost savings or efficiency improvements.</p> <ul style="list-style-type: none"> <li>• Device performance reports can alert management to maintenance needs, reducing downtime and improving overall productivity.</li> </ul> <p><b>Security and Compliance Reports:</b> To meet regulatory requirements, our reporting tools generate compliance-focused reports that document access controls, security incidents, and audit trails, ensuring that your agency remains compliant with relevant standards and regulations.</p> <p><b>User-Friendly Interface:</b> Novatech's reporting platform is intuitive, allowing users to easily customize, generate, and view reports. The platform supports both on-demand and scheduled reporting, with</p> <p>This robust reporting infrastructure ensures that Novatech can support the specific management reporting needs of Region 10 ESC's eligible agencies, providing valuable insights and facilitating informed decision-making.</p>

	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	<p>Novatech's 3-year Workers Compensation Employee Modification Rates were as follows:</p> <p><b>2024</b> PA - .95 NY - .96 All Other – 1.44</p> <p><b>2023</b> NY - .96 All Other – 1.36</p> <p><b>2022</b> All – 1.34</p>
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	Novatech.net
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>Established in 1999, Novatech, Inc. is an award-winning Managed Service Provider providing managed IT, print, cloud services and security services. With over 25 years of experience, we serve more than 14,000 customers nationwide. Our team of 690+ employees are dedicated to supplying and servicing MFDs, printers, and office equipment.</p> <p>Novatech has garnered industry recognition, including being named one of the fastest-growing companies in the United States by Inc. 500, with gross revenues exceeding \$150M in 2023. We have also received accolades such as the Dealer of the Year from the Business Technology Association and "Best Places to Work" designations from various Business Journals.</p> <p>Many factors contribute to success in business, from having a sound long-term strategy to providing clients with great products and services. It also requires a confident, enthusiastic, and engaged team managed by leaders with passion, integrity, and vision that is tempered with humility. At Novatech, we respectfully submit that we have achieved those goals.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	<p>Yes. Initial contract for software solution acquired from Novatech in 2020 and renewed for 3 years in 2023.</p> <p>The contact for this work is:</p> <p>Matt Burkhart Region 10 Education Service Center Print Production Manager Business Services 972-348-1132</p>
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager</i>	<p><b>Executive Support</b> David Coffman, VP Sales 972-777-4298 <a href="mailto:david.coffman@novatech.net">david.coffman@novatech.net</a></p> <p>35+ years' experience in the industry, the last 10+ years serving as an EVP. Responsible for all Novatech marketplace operations in the US.</p>

	<p>* Marketing * Billing, reporting &amp; Accounts Payable</p>	<p><b>Account Manager</b> Curt Ralph, Public Sector Technology Advisor 615-577-7613 <a href="mailto:curt.ralph@novatech.net">curt.ralph@novatech.net</a> 20+ years' experience in print industry &amp; workflow software solutions. Responsibilities include management of implementation and on-going sales support functions. POC for escalating any issues that require immediate resolution.</p> <p><b>Billing, Reporting &amp; AP</b> Larry Bigger, National Administration Manager 615-577-7639 <a href="mailto:jason.timbert@novatech.net">jason.timbert@novatech.net</a> 15+ years' experience in the industry, focusing on Contract Billing, Collections and Administrative Management. Responsible for our Contract Billing, Collections and National Account Operations.</p> <p><b>Contract Manager</b> Isela Rodriguez, National Administrative Manager 972-536-1508 <a href="mailto:isela.rodriguez@novatech.net">isela.rodriguez@novatech.net</a> 25+ years industry experience in contracts &amp; billing. Responsible for our Contract Billing, Collections and National Account Operations.</p> <p><b>Marketing</b> Jim Haney, VP Marketing 615-784-5444 <a href="mailto:jim.haney@novatech.net">jim.haney@novatech.net</a> 20+ years of experience in B2B marketing with focus on elevating Novatech's brand voice and Managed Office vision.</p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>Novatech has demonstrated a robust presence in the public sector, with sales contributions reaching approximately \$50 million over the past three years. This performance is indicative of our strong market position and its ability to maintain a steady growth trajectory in this sector. With a strategic focus on expanding its services and customer base, Novatech is well-positioned to continue this positive momentum in the years ahead.</p>
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Novatech's initiative to enhance its market share within the public sector is a strategic move that involves the cultivation of specialized sales representatives and targeted marketing campaigns. This approach is designed to resonate with the unique needs and challenges of the education sector and public institutions. By tailoring their efforts to these specific audiences, Novatech aims to establish a stronger presence and foster deeper relationships within this key market segment, educating our clients on the benefits of leveraging a cooperative contract vs development and issuance of a competitive RFP . Such targeted strategies are essential for companies looking to secure a competitive edge in the nuanced public sector landscape.</p>

<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>This question does not apply to Novatech, Inc. Our company has not been involved in any litigation, bankruptcy, or reorganization, either presently or in the past.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p><b>Martin County School District –Stuart, FL:</b>  <u>Contact:</u> Chris Hall, Coordinator of Computer Operations and Technical Services  <u>Phone Number:</u> 772-219-1200 x 30379  <u>Description of Services:</u> MCSD has been a customer for over 20 years. Novatech replaced their Toshiba and Xerox copiers with Sharp MFPs. Novatech manages over 150 MFPs throughout the entire school district. We increased our footprint 10 years ago, providing a managed print solution to over 1,500 printers and PaperCut Software.</p> <p><b>Murray State University – Murray, KY:</b>  <u>Contact:</u> Beth Ward, Director of Procurement  <u>Phone Number:</u> 270-809-4090  <u>Description of Services:</u> Assumed Managed Print Services for the University and refreshed over 100 existing Ricoh MFDs with all HP – Powered by Novatech devices.</p> <p><b>Collin County Community College District – McKinney, TX</b>  <u>Contact:</u> Brandy Reeve, Campus Technology Manager  <u>Phone Number:</u> 972-758-3171  <u>Description of Services:</u> Collin College has been a customer since 2015, when Novatech replaced their existing copier fleet and deployed initial placement of PaperCut software solution. Novatech also provides support through managed print services for the Colleges entire printer fleet (700+) including all public use devices in various locations.</p> <p><b>Regional One Healthcare – Memphis, TN:</b>  <u>Contact:</u> Dennis Champion, Manager, Information Technology  <u>Phone Number:</u> 901-545-7100  <u>Description of Services:</u> ROH has been a customer since 2018. Novatech manages over 870 devices throughout their locations. ROH has an approximate annual volume of 17M B/W and 1.6M Color.</p> <p><b>KIPP Nashville Public Schools – Nashville, TN:</b>  <u>Contact:</u> Josh Hailey, Director of Regional Operations  <u>Phone Number:</u> 434-409-8338  <u>Description of Services:</u> Customer since November 2021.</p>
<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i></p>	<p>Novatech sells directly to our customers utilizing its robust team of 70+ technology advisors based in the Southeast US. Novatech will directly engage with potential customers through this team, offering coauthored marketing and support services. This approach allows for a more personalized interaction with clients, potentially leading to stronger relationships and better understanding of customer needs, which can be advantageous in a competitive technology market. By leveraging regional expertise, Novatech aims to enhance its market presence and customer satisfaction in the region.</p>

Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	This question does not apply to Novatech. As a privately held organization, Novatech is not owned or operated by anyone who has been convicted of a felony.
	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 Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Currently, Novatech does not hold any specific diversity certifications such as MWBE, SBE, DBE, DVBE, HUB, or HUBZone. However, we are deeply committed to supporting and partnering with businesses that do hold these certifications. Novatech actively seeks to collaborate with certified MWBEs, SBEs, DBEs, and other diverse suppliers. We believe that these partnerships enhance the quality of our services and contribute to the overall success of our projects.  Our strategy involves actively pursuing opportunities to include certified diverse suppliers in our projects, maintaining strong relationships with minority business organizations, and ensuring that our subcontracting practices promote diversity and inclusion. We remain dedicated to fostering an inclusive supply chain and delivering innovative solutions by leveraging the strengths of diverse businesses.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Novatech is dedicated to fostering a culture of diversity, equity, and inclusion throughout our organization. Our commitment and goals are to ensure that all our employees and clients are treated equally and feel supported. Furthermore, Novatech recognizes the importance of the utilization of suppliers such as minority-, women-, veteran-, and service disable-owned and small business enterprises (MWBE/VOSB/SDB/SBE) and strives to provide the maximum opportunity for supplier participation in the procurement process whenever possible. Novatech is proud of the relationships we've built with SWaM businesses through various aspects of our purchasing and contract fulfillment and will continue to support such programs.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Novatech is pleased to submit our response to the RFP in collaboration with Administrative Resource Options, Inc. (ARO). Our proposal includes facility management services provided by ARO through a subcontracting agreement. ARO, a certified Women-Owned Business founded in 1990, is an international leader in managed and on-site services with extensive expertise and a strong commitment to advancing their clients' goals.  A key strength of ARO is their ability to design, implement, and manage integrated enterprise solutions for workplace management. They offer comprehensive corporate fleet management for MFDs, MFPs, and other office technologies. ARO's facilities management team possesses the specialized knowledge and skills to optimize any organizational environment effectively.  Furthermore, ARO is dedicated to fostering a work environment that empowers all employees to achieve their full potential. By actively valuing diversity, ARO ensures that all individuals with dignity and inspired to succeed.

<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>At Novatech, we are committed to fostering diversity and inclusion within our supply chain and actively seek opportunities to engage MWBEs in our projects. Our subcontractor strategy is centered around building long-term, mutually beneficial partnerships with MWBE firms that bring specialized expertise and value to our clients. Key elements of our strategy include:</p> <p><b>Proactive Outreach:</b> We actively reach out to individual MWBE businesses through direct engagement and participation in minority chambers of commerce, trade associations, and networking events. This includes attending procurement fairs, diversity expos, and industry conferences to identify potential MWBE partners.</p> <p><b>Partnerships with Minority Organizations:</b> Novatech maintains strong relationships with minority business organizations and trade associations, allowing us to stay informed about the latest MWBE opportunities and expand our network of qualified subcontractors. We regularly collaborate with these organizations to identify and mentor MWBE firms that align with our business needs.</p> <p><b>Diverse Supplier Database:</b> We maintain a robust database of certified MWBE suppliers and subcontractors across various industries. This database is regularly updated to ensure that we have access to a diverse pool of potential partners for future projects.</p> <p><b>Commitment to MWBE Utilization:</b> In our project proposals and RFP responses, we prioritize the inclusion of MWBE subcontractors where their capabilities align with project requirements. We ensure that MWBE participation goals are clearly defined and met, tracking our progress to ensure accountability.</p>
<p><b>Commitment to Service Equalis Group Members (10 Points)</b></p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization’s current go-to-market strategy in the public sector.</i></p>	<p>Novatech, Inc. is dedicated to maximizing the value and visibility of the Region 10 ESC contract through a strategic and comprehensive marketing plan. Our approach is designed to reach key stakeholders in the public sector, including educational institutions, government agencies, and non-profit organizations across all eligible regions. This contract aligns seamlessly with our existing go-to-market strategy in the public sector, allowing us to leverage our extensive experience, relationships, and resources to drive adoption and utilization.</p> <p><b>Targeted Marketing Initiatives</b></p> <p><u>Direct Outreach Campaigns:</u> Upon award, Novatech will initiate targeted outreach to public sector entities within the Region 10 ESC cooperative, including schools, colleges, and municipal organizations. This outreach will include personalized emails, informational webinars, and direct mail that highlight the benefits of the contract and how our managed print services can support their operational goals.</p> <p><u>Regional Workshops and Webinars:</u> Novatech will host regional workshops and webinars specifically tailored to public sector entities. These events will focus on educating potential customers about the contract, our product offerings, and how our managed print services can help them achieve cost savings and efficiency.</p> <p><u>Public Sector-Focused Collateral:</u> We will develop specialized marketing materials, such as brochures, case studies, and white papers, that highlight our experience and success in the public sector. These materials will emphasize the value proposition of the Region 10 ESC contract, showcasing the specific benefits and solutions available to government and educational entities.</p>

		<p><b>Integration with Current Go-to-Market Strategy</b></p> <p><u>Alignment with Public Sector Goals:</u> Novatech has a strong presence in the public sector, with a dedicated team focused on addressing the unique needs of government agencies and educational institutions. The Region 10 ESC contract will be integrated into our existing go-to-market strategy by enhancing our portfolio of cooperative contracts, which are central to our public sector approach. This contract will serve as a key tool for expanding our reach within the public sector, providing a trusted procurement vehicle for eligible entities.</p> <p><u>Leveraging Strategic Partnerships:</u> Novatech will collaborate with our strategic partners, including manufacturers and technology providers, to co-promote the contract. We will engage in joint marketing efforts, such as co-branded webinars, joint email campaigns, and combined sales presentations, to increase awareness and adoption of the contract among public sector clients.</p> <p><u>Sales Enablement and Training:</u> Our sales teams will receive specialized training on the Region 10 ESC contract, ensuring they are equipped with the knowledge and tools to effectively promote it to public sector clients. Sales enablement materials, including FAQs, proposal templates, and competitive analysis, will be provided to support their efforts.</p> <p><b>Digital Marketing and Online Presence</b></p> <p><u>Website and Social Media:</u> The Region 10 ESC contract will be prominently featured on Novatech’s website, including a dedicated landing page that outlines the contract’s benefits and provides easy access to related resources. We will also leverage our social media platforms to promote the contract, using targeted posts and ads to reach public sector audiences.</p> <p><u>Search Engine Optimization (SEO):</u> We will employ SEO best practices to ensure that information about the Region 10 ESC contract ranks highly in search results when public sector entities are looking for managed print services. This will increase visibility and drive traffic to our digital assets.</p> <p>The Region 10 ESC contract will be a cornerstone of Novatech’s public sector strategy, allowing us to provide high-quality managed print services to a broad range of governmental and educational institutions. Our multi-channel marketing approach, combined with our deep understanding of the public sector, will ensure that this contract is effectively promoted and integrated into our overall go-to-market efforts.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>To ensure our sales force and customer service representatives are fully equipped to competently and consistently present the Region 10 ESC #R10-1169 contract to public agency customers, Novatech has developed a comprehensive training program. This program is designed to provide our teams with a deep understanding of the contract terms, the products and services offered, and the specific needs of public agency customers. Novatech’s Training Program components include:</p> <p><b>Contract Overview Training:</b> All relevant sales and customer service personnel will participate in an initial training session that covers the details of the Region 10 ESC contract. This includes a thorough review of the contract scope, pricing, terms and conditions, and the specific MFDs and MPS covered. The goal is to ensure that our team understands the unique aspects of the contract and can clearly communicate these to customers.</p>

		<p><b>Product and Service Training:</b> Our teams will receive in-depth training on the MFDs, MPS solutions, and related services offered under the contract. This includes understanding the technical specifications, key features, and benefits of each product, as well as the operational aspects of our managed print services. We will also emphasize how these solutions align with the needs of public agencies.</p> <p><b>Customer-Centric Approach:</b> We will conduct scenario-based training sessions focused on the specific requirements and concerns of public agency customers. This training will cover common questions and challenges, as well as best practices for presenting the contract and its benefits. By doing so, our team will be prepared to address any inquiries or issues that public agencies might have.</p> <p><b>Ongoing Education and Support:</b> Novatech is committed to continuous learning. We will provide ongoing training updates to our sales force and customer service representatives as new information becomes available or as contract terms evolve. Additionally, a dedicated support team will be available to assist with any complex questions or issues that may arise.</p> <p><b>Internal Resources and Tools:</b> We will equip our teams with detailed reference materials, FAQs, and a dedicated online portal with contract information. These resources will be readily accessible to ensure that our staff can quickly find the information they need to effectively communicate the contract's value to public agency customers.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Novatech hereby acknowledges this requirement and confirms that we will provide our logo to Region 10 ESC and Equalis Group and agree to provide permission for reproduction of such logo in marketing communications and promotions.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Novatech is fully equipped to provide accurate and timely monthly sales reports through this agreement to Equalis Group. Our reporting capabilities are supported by a robust and automated system that tracks all sales activity in real-time. Key Features:</p> <p><b>Automated Data Collection:</b> Our sales management system automatically collects and aggregates sales data from all transactions associated with this agreement. This ensures that the data is comprehensive, up-to-date, and minimizes the risk of human error.</p> <p><b>Customized Reporting:</b> We understand that reporting requirements may vary. Novatech can tailor our reports to meet the specific needs of Equalis Group, including data formats, content, and delivery schedules. Reports can include detailed breakdowns of sales by product, service category, location, and other relevant metrics.</p> <p><b>Dedicated Account Management:</b> A dedicated account manager will oversee the reporting process to ensure consistency and accuracy. This manager will serve as the point of contact for any reporting-related inquiries and can address any special requests or adjustments needed.</p> <p><b>Timely Submission:</b> Novatech is committed to providing monthly sales reports by the agreed-upon deadlines. Our team will ensure that all required data is submitted promptly and that any potential delays are communicated in advance.</p> <p><b>Compliance and Accuracy:</b> Our reporting process is designed to comply with all contractual obligations under the Equalis Group agreement. Regular audits and reviews are conducted to ensure the accuracy and integrity of the data reported.</p>

	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Novatech is an authorized reseller on the following cooperative contracts:</p> <ul style="list-style-type: none"> <li>• Equalis Group</li> <li>• Sourcewell</li> <li>• NASPO ValuePoint</li> <li>• OMNIA</li> <li>• PEPPM</li> <li>• AEPA</li> <li>• BuyBoard</li> <li>• Texas DIR</li> </ul>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>If awarded the Region 10 ESC #R10-1169 contract, Novatech will implement a strategic and tailored approach to engage both new and existing customers. Our goal is to ensure that all public agencies, whether new to Novatech or current clients, fully understand the value and benefits of this contract.</p> <p><b>New Customers:</b> For public agencies that are new to Novatech, we will focus on education and relationship-building to demonstrate the advantages of partnering with us under the Region 10 ESC contract. Our approach will include:</p> <ul style="list-style-type: none"> <li>• <u>Targeted Outreach and Awareness:</u> We will initiate outreach campaigns to introduce Novatech and the Region 10 ESC contract to potential new customers. This will include direct communications, presentations, and participation in public sector events, webinars, and industry conferences to highlight the cost savings, compliance benefits, and streamlined procurement processes offered by the contract.</li> <li>• <u>Personalized Consultations:</u> Our sales representatives will offer one-on-one consultations to assess each agency’s specific needs and challenges. During these consultations, we will outline how the contract’s products and services align with their goals and demonstrate our commitment to delivering tailored solutions.</li> <li>• <u>Comprehensive Onboarding:</u> New customers will be guided through a structured onboarding process that includes an introduction to Novatech’s support teams, detailed contract information, and a customized implementation plan. This ensures a smooth transition and a clear understanding of the benefits available under the contract.</li> </ul> <p><b>Existing Customers:</b> For public agencies that are already Novatech customers, we will focus on reinforcing the value of the Region 10 ESC contract while ensuring continuity and seamless integration into their current operations. Our approach will include:</p> <ul style="list-style-type: none"> <li>• <u>Contract Integration Communication:</u> We will reach out to existing customers to inform them about the newly awarded Region 10 ESC contract, emphasizing how it can enhance or replace their current agreements with more favorable terms, pricing, and access to an expanded range of products and services.</li> <li>• <u>Optimization Reviews:</u> For existing customers, we will conduct contract optimization reviews to identify opportunities for improved efficiency and cost savings under the Region 10 ESC contract. This will include evaluating their current MFD and MPS usage and recommending adjustments or upgrades as needed.</li> <li>• <u>Dedicated Account Management:</u> Our existing customers will benefit from dedicated account management teams who will proactively manage their transition to the new contract, provide ongoing support, and address any questions or concerns. We will ensure a seamless shift to the Region 10 ESC contract with minimal disruption to their operations.</li> </ul>

Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Novatech's sales force consists of 70+ business technology advisors located in Dallas, TX (14); Nashville, TN (14); Memphis, TN (8); Atlanta, GA (8); Lafayette, LA (5); Knoxville, TN (5); Milwaukee, WI (4); Virginia Beach, VA (5); Chattanooga, TN (4); Melbourne, FL (4); Malden, MO (2)

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

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 Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

**Novatech Response:** Novatech offers a nationwide presence with localized service across the United States. We have included the necessary licenses for key states we serve, along with certification letters from our partner manufacturers, confirming our status as an Authorized Dealer. If Equalis Group requires further information, Novatech would be happy to provide it upon request.

TEXAS USE TAX PERMIT



GLENN HEGAR  
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number	1-62-1762583-5
Effective date	05/01/2003

Taxpayer name and mailing address

NOVACOPY, INC.  
7251 APPLING FARMS PKWY  
MEMPHIS

TN 38133-4738

*Glenn Hegar*  
GLENN HEGAR  
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

*Detach here and display your permit only.*

**Is the information printed on this permit correct?**

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

**If your permit is correct, DO NOT return this form.**

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS  
111 E. 17th Street  
Austin, TX 78774-0100

**Keep this permit until you receive a corrected permit.**

*NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.*

TEXAS USE TAX PERMIT

Taxpayer name shown on the permit NOVACOPY, INC.	Taxpayer number shown on the permit 1-62-1762583-5
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**Please enter only the information that has to be corrected.**

Correct taxpayer name		Daytime phone (Area code and number)	
• _____		• _____ - _____ - _____	
Correct mailing address			
• _____			
City	State	ZIP code	FEI number
• _____	• _____	• _____	• _____

If you are no longer in business, enter the date of your last business transaction. ....

**For additional information, see the back of this form.**

<b>sign here</b> ▶ Taxpayer or authorized agent	Date
---	------

<b>Comptroller use only</b>
Job name: MISCAPP
Microfilm
<input type="checkbox"/> 00991
<input checked="" type="checkbox"/> 01
Reference number
• _____
Taxpayer number change
• 01000
Master name correction AND Master mailing address change AND Master phone number add/change
XUMAST
OOB tax permit
XUSTAT
• _____

**You have certain rights** under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or phone number listed on this form.

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended or forfeited for a violation of any provision of any taxing statutes administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

***This permit replaces the permit you now hold. All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.***

## GENERAL INFORMATION

- A new permit must be obtained if there is a change in ownership.
- Operating without a valid permit is a misdemeanor punishable by a fine of not more than \$500 per day.
- This permit must be displayed in your place of business. The information on your permit is public information. This permit must be copied and a copy kept at each additional place of business or storage.
- Please use your taxpayer number as a reference in any correspondence or inquiry with the Comptroller's office.

### *Call us if you need assistance*

911 Emergency Service /		Customs Broker .....	<b>1-800-252-5555</b>	Motor Vehicle Sales Surcharge, Rental and	
Equalization Surcharge.....	<b>1-800-252-5555</b>	Fireworks Tax .....	<b>1-800-252-5555</b>	Seller-Financed Sales Tax..	<b>1-800-252-1382</b>
Automotive Oil Fee.....	<b>1-800-252-5555</b>	Franchise Tax .....	<b>1-800-252-1381</b>	Natural Gas .....	<b>1-800-252-1384</b>
Bank Franchise .....	<b>1-800-252-1381</b>	Fuels Tax .....	<b>1-800-252-1383</b>	Off-Road, Heavy-Duty Diesel	
Battery Fee .....	<b>1-800-252-5555</b>	Hotel Occupancy Tax .....	<b>1-800-252-1385</b>	Equipment Surcharge .....	<b>1-800-252-5555</b>
Boat and Boat Motor Sales Tax ....	<b>1-800-252-5555</b>	IFTA .....	<b>1-800-252-1383</b>	Officer and Director	
Cement Tax .....	<b>1-800-531-5441</b>	Inheritance Tax .....	<b>1-800-531-5441</b>	Information.....	<b>1-800-252-1386</b>
Certificates of Account Status /		Insurance Tax .....	<b>1-800-252-1387</b>	Oil Well Servicing Tax.....	<b>1-800-531-5441</b>
Good Standing.....	<b>1-800-252-1386</b>	LG Decals .....	<b>1-800-252-1383</b>	Oyster Sales Fee .....	<b>1-800-252-5555</b>
Cigarette, Cigar and/or Tobacco		Local Revenue .....	<b>1-800-531-5441</b>	Petroleum Products	
Products .....	<b>1-800-862-2260</b>	Manufactured Housing .....	<b>1-800-252-1382</b>	Delivery Fee .....	<b>1-800-252-1383</b>
Clean Vehicle Incentive		Miscellaneous Gross		Sales Tax .....	<b>1-800-252-5555</b>
Program .....	<b>1-800-252-1382</b>	Receipts Tax.....	<b>1-800-531-5441</b>	School Fund Benefit Fee .....	<b>1-800-252-1383</b>
Coastal Protection .....	<b>1-800-252-1384</b>	Mixed Beverage Tax.....	<b>1-800-252-5555</b>	Sulphur Tax .....	<b>1-800-531-5441</b>
Coin-Operated Machine Tax .....	<b>1-800-252-1385</b>	Motor Vehicle Registration		Telecommunications	
Crude Oil .....	<b>1-800-252-1384</b>	Surcharge.....	<b>1-800-252-1382</b>	Infrastructure Fund (TIF).....	<b>1-800-252-5555</b>

*en Espanol* **1-800-252-7875**

**COMMONWEALTH OF KENTUCKY  
REVENUE CABINET  
SALES AND USE TAX PERMIT**

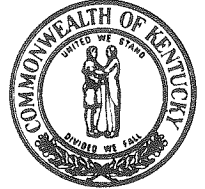
NOVACOPY INC 5520 SHELBY OAKS DRIVE MEMPHIS TN 38134	ACCOUNT NUMBER	PROCESSING DATA			ISSUE DATE		
		BRANCH	COUNTY	BUSINESS	MONTH	DAY	YEAR
	253978		160	069	07	02	2003
NAME & ADDRESS	REFER TO THIS NUMBER ↑ IN ALL CORRESPONDENCE						

THIS GENERAL BUSINESS LICENSE IS ISSUED PURSUANT TO KRS 152.957.

POST IN A CONSPICUOUS PLACE

THIS PERMIT IS NOT TRANSFERABLE

THIS PERMIT IS ISSUED PURSUANT  
TO AUTHORITY OF CHAPTER 139 OF  
THE KENTUCKY REVISED STATUTES  
AND IS VALID UNTIL CANCELLED OR  
REVOKED.



REVENUE FORM 514101 REV 1980



STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

**Business Tax Filing Status Certificate**

April 12, 2024



NOVATECH, INC.  
7251 APPLING FARMS PKWY # MEMPHIS  
MEMPHIS TN 38133-4738

Letter ID: L1156355392  
Account ID: 1001100162-BUS  
Account Type: Business Tax

Dear NOVATECH, INC.:

This certificate confirms the business tax filing status of Retailer for the above-named taxpayer. The certificate is valid beginning April 15, 2024 and expiring on April 15, 2025 for the following location:

Location ID: 0102735346  
Location Address: NOVATECH, INC.  
7251 APPLING FARMS PKWY  
MEMPHIS TN 38133-4738

**According to Tenn. Code Ann. § 67-4-720, a vendor that receives a certificate from a customer shall not owe additional tax, nor be refunded tax, based on a retroactive change in the customer's filing status as a wholesaler or retailer during the certificate's effective period.**

The taxpayer may furnish its supplier(s) with a **COPY** of the enclosed certificate upon vendor(s) request. Vendors may rely on the certificate for transactions occurring during the certificate's effective period for the purpose of determining their business liability. The original certificate should be retained **for the taxpayer's records**. The vendor must maintain a file copy as evidence of their business tax filings.

---

Tennessee Department of Revenue

**Business Tax Filing Status Certificate**

Location Address:  
NOVATECH, INC.  
7251 APPLING FARMS PKWY  
MEMPHIS TN 38133-4738

Effective Period Begin: April 15, 2024  
Effective Period End: April 15, 2025  
Filing Status: Retailer  
Location ID: 0102735346

Expires: 06/30/2025  
Reg ID: 013174-2017  
License Number: LIC-07-24-029662

# Privilege Tax License

CITY OF HATTIESBURG, MISSISSIPPI

07/09/2024

Date Issued



Name NOVATECH, INC.

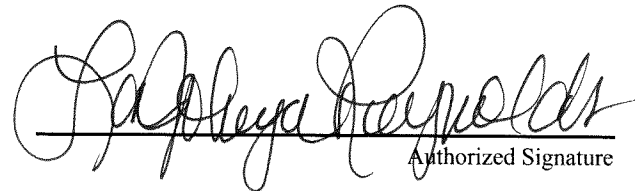
Type of Occupation: **Retail/Wholesale Store License** **27-17-365**

6401 US HWY 49  
HATTIESBURG MS 39401

Location

7251 APPLING FARMS PKWY  
MEMPHIS TN 38133

Mailing Address

  
Authorized Signature

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

POST IN A CONSPICUOUS PLACE

City of Florence, SC  
**BUSINESS AND PROFESSIONAL LICENSE**

License Number  
**213494**

Date Issued  
**05/08/2024**

License Expires  
**04/30/2025**

To be renewed  
without penalty by  
**04/30/2025**

**NOVATECH, INC.  
UNITED LASER  
7251 APPLING FARMS PKWY  
MEMPHIS, TN 38133**



LOCATION OF BUSINESS IF DIFFERENT FROM ADDRESS **2110 W. JODY RD.**  
DESCRIPTION OF BUSINESS **OFFICE EQUIP. LEASING/SERVICE**  
NAICS CODE **532420** RATE CLASS **53000N**

THE ABOVE NAMED FIRM/INDIVIDUAL IS  
HEREBY LICENSED TO DO BUSINESS IN  
FLORENCE SUBJECT TO THE PROVISIONS  
OF ALL ORDINANCES OF THE CITY.

*Jessica H. Eaton*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

**STATE OF ARKANSAS**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**Standard Permit**

NOVATECH, INC.  
NOVATECH, INC.  
7251 APPLING FARMS PKWY  
MEMPHIS, TN 38133-4738

**Account ID:** 00212983-SLS  
**Site Permit ID:** 00212983-002  
**Date Issued:** May 10, 2018  
**Date Opened:** May 10, 2018  
**Business Type:** Corporation

**NAICS:** 42142 Office equipment wholesalers

**Legal Name/Owner(s):** NOVATECH, INC.

This business is exempt from sales and use tax only for the purchases of goods to be sold in the normal course of business.

This permit is valid until it is cancelled and surrendered by the permit holder or revoked by the Director of the Department of Finance and Administration.

This permit must be surrendered to the Director if this business is sold, discontinued or location is changed.

When this permit is surrendered for any of the above reasons, the business must report and pay any sales or use tax plus any penalties or interest that is owed. Failure to pay these taxes may result in a lien being placed against the stock and fixtures of this business and is enforceable against purchasers and third parties.

**\*\* Permit must be displayed in a prominent place in your business \*\***

**PERMIT IS NONTRANSFERABLE**

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### Annual Registration

\*Electronically Filed\*

Secretary of State

Filing Date: 02/06/2019 18:11:16

### BUSINESS INFORMATION

**BUSINESS NAME** : Novatech, Inc. of Tennessee  
**CONTROL NUMBER** : 16030484  
**BUSINESS TYPE** : Foreign Profit Corporation  
**JURISDICTION** : Tennessee

### BUSINESS INFORMATION CURRENTLY ON FILE

**PRINCIPAL OFFICE ADDRESS** : One Vantage Way, SUITE B-105, NASHVILLE, TN, 37228, USA  
**REGISTERED AGENT NAME** : CORPORATION SERVICE COMPANY  
**REGISTERED OFFICE ADDRESS** : 40 TECHNOLOGY PARKWAY SOUTH , SUITE 300, NORCROSS, GA, 30092, USA  
**REGISTERED OFFICE COUNTY** : Gwinnett

<b>OFFICER</b>	<b>TITLE</b>	<b>ADDRESS</b>
Darren Metz	CEO	One Vantage Way, Suite B-105, Nashville, TN, 37228, USA
David Gershman	Secretary	550 S. Dixie Hwy, SUITE 300, Coral Gables, FL, 33146, USA
Jeff Hocter	CFO	One Vantage Way, Suite B-105, Nashville, TN, 37228, USA

### UPDATES TO ABOVE BUSINESS INFORMATION

**PRINCIPAL OFFICE ADDRESS** : One Vantage Way, Suite B-105, Nashville, TN, 37228, USA  
**REGISTERED AGENT NAME** : CORPORATION SERVICE COMPANY  
**REGISTERED OFFICE ADDRESS** : 40 TECHNOLOGY PARKWAY SOUTH, SUITE 300, NORCROSS, GA, 30092, USA  
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Jeff Hocter	CFO	One Vantage Way, Suite B-105, Nashville, TN, 37228, USA

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** : David Gershman  
**AUTHORIZER TITLE** : Officer



# HP Amplify Membership Certificate

Effective November 1, 2023 to October 31, 2024.

Company Legal Name: Novatech Inc (3-HSIB-16851)

Company DBA Name Novatech

is a member of the HP Amplify Partner Program with the following designation(s):

HP Amplify Power Partner

Power Elite Partner

Managed Print Services

Service Delivery Authorized Partner

Print Lifecycle Services Specialist

*Kobi Elbaz*

Kobi Elbaz

SVP & General Manager, Global Channel Organization

**A**  **AMPLIFY**™  
HP PARTNER PROGRAM

September 5, 2024

Education Service Center, Region 10  
Formal Proposal for #RIO-1169  
400 E Spring Valley Rd. Richardson, TX 75081

Dear Mr. Clint Pechacek, Purchasing Consultant

Novatech, INC located at 4106 Charlotte Ave, Nashville, TN 37209 is a non-exclusive authorized Canon imageRUNNER, Color imageRUNNER, imagePRESS, Plotwave, Software and Therefore Dealer. Under the terms of the Canon (OI) Office Imaging Retail Dealer Agreement, this Dealer is presently authorized to sell and service the imageRUNNER Advance 529 Series, Color imageRUNNER Advance C5800 series, imageRUNNER Advance 4900 series, imageRUNNER Advance 6800 series, imageRUNNER Advance 8700 series, imagePROGRAF, Color imagePRESS Lite C series, Canon Varioprint series, Facsimile and Therefore, Software products listed on its Schedule A to the aforementioned Agreement, and related imageRUNNER Advance 529 Series, Color imageRUNNER Advance C5800 series, imageRUNNER Advance 4900 series, imageRUNNER Advance 6800 series, imageRUNNER Advance 8700 series, imagePROGRAF, Color imagePRESS Lite C series, Canon Varioprint series, Plotwave, Facsimile and Therefore, Software products, supplies and parts. In addition, the Dealer is obligated to perform such service within a four-hour response time.

The Agreement requires that the Dealer enroll technicians in Canon service training programs to enable the Dealer to properly maintain each model of the products it is authorized to sell. The Agreement also provides that the Dealer shall maintain an adequate inventory of parts and supplies to service all the imageRUNNER Advance 529 Series, Color imageRUNNER Advance C5800 series, imageRUNNER Advance 4900 series, imageRUNNER Advance 6800 series, imageRUNNER Advance 8700 series, imagePROGRAF, Color imagePRESS Lite C series, Canon Varioprint series, Plotwave, Facsimile and Therefore, Software products machines sold by it. The contractual commitments by the Dealer have been established by Canon to afford the user of the imageRUNNER Advance 529 Series, Color imageRUNNER Advance C5800 series, imageRUNNER Advance 4800 series, imageRUNNER Advance 6800 series, imageRUNNER Advance 8700 series, imagePROGRAF, Color imagePRESS Lite C series, Canon Varioprint series, Plotwave, Facsimile and Therefore, Software products, adequate service facilities to maintain these products at high standard.

In the unlikely event that **NOVATECH**, INC should not continue in business as an authorized Canon imageRUNNER, Color imageRUNNER, imagePRESS and Software Dealer, Canon U.S.A., Inc. will use its best efforts to make arrangements to find a suitable replacement service facility.

If there are further questions, please contact your local Government Sales Account Executive.

Sincerely,

CANON U.S.A., Inc.

*Lori Hargrave*

Lori Hargrave  
Sr. Manager, Pricing Administration  
Business Information Communications Group

September 5, 2024

Mr. Clint Pechacek,  
Purchasing Consultant  
EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd  
Richardson, TX 75081

Dear Mr. Pechacek,

Please allow this letter to serve as Sharp Electronics Corporation's (Sharp's) certification that the following Company is an Authorized Sharp Dealer for Sharp Brand Copier/Printer/Multi-Functional products:

NOVATECH INC  
4106 Charlotte Avenue  
Nashville, TN 37209  
Dealership Account # 869395

I further certify that Sharp will serve as a source of supply to provide Novatech Inc. as a Sharp Authorized Dealer.

Very truly yours,



Erica Calise  
Director, Government & National Account Marketing  
SHARP ELECTRONICS CORPORATION



200 CROSSING BOULEVARD, BRIDGEWATER, NJ 08807-0911 TEL 908-704-1700 FAX 908-704-8235

**BROTHER INTERNATIONAL CORPORATION**

September 4, 2024

Bill Dumez  
NovaTech  
4106 Charlotte Ave.  
Nashville, TN 37209

Re: Letter of Authorization – Region 10 / Equalis

Dear Mr. Dumez,

This letter shall confirm that NovaTech, headquartered at 4106 Charlotte Ave., Nashville, TN 37209, is currently authorized to sell and service Brother Products within the United States of America.

Any additional information needed please contact Dave Carpenter, Sr. Regional Sales Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Lutz". The signature is fluid and cursive, written over a white background.

Brian J. Lutz  
Senior Manager, Pricing & Channel Programs  
Brother International Corporation  
200 Crossing Boulevard  
Bridgewater, NJ 08807-0911

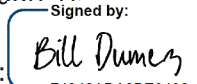
**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

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.

Potential Vendor: Novatech, Inc.

Title of Authorized Representative: Bill Dumez, Vice President - Sales Operations

Mailing Address: National HQ: 4106 Charlotte Ave. Nashville, TN 37209

Signed by:   
Signature: 74348ADA9BE0430...

**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, 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: Novatech, Inc.

Title of Authorized Representative: Bill Dumez, Vice President - Sales Operations

Mailing Address: National HQ: 4106 Charlotte Ave. Nashville, TN 37209

Signed by: Bill Dumez  
Signature: 74348ADA9BE0430...


## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signed by:

  
74348ADA9BE0430...  
Signature of Respondent

8/30/2024

Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### 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 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 Respondent 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 Region 10 ESC Participating entities in which work is being performed.

### Fingerprint & Criminal 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 Respondent 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.

Signed by:  
  
74348ADA9BE0430...  
Signature of Respondent

8/30/2024  
Date

**PROPOSAL FORM 8: 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 proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Novatech, Inc.

**ADDRESS** 4251 W. John Carpentey Fwy.

Irving, TX 75063

**PHONE** 214-239-0846

**FAX** 888-264-2985

**RESPONDANT**

Signed by:  
Bill Dumez  
74348ADA9BE0430...  
Signature

Bill Dumez  
Printed Name

Vice President - Sales Operations  
Position with Company

**AUTHORIZING OFFICIAL**

Signed by:  
Bill Dumez  
74348ADA9BE0430...  
Signature

Bill Dumez  
Printed Name

Vice President - Sales Operations  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

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

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

### **Filing Process:**

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Novatech, Inc.  
Irving, TX United States

**Certificate Number:**  
2024-1200946

**Date Filed:**  
08/14/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Education Service Center, Region 10 (Region 10 ESC)

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFP # R10-1169  
Multi-Function Devices & Managed Print Services

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

**5 Check only if there is NO Interested Party.**

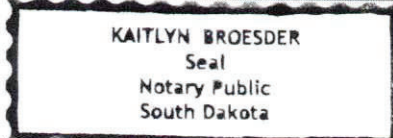
**6 UNSWORN DECLARATION**

My name is Bill Dumez, and my date of birth is 06/25/1960

My address is 4251 W. John Carpenter Fwy, Irving, TX, 75063, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 15 day of August, 2024  
(month) (year)



My Commission Expires: Aug 11, 2029

*Bill Dumez*  
Signature of authorized agent of contracting business entity (Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.48da51f7  
\*This acknowledgment was taken remotely in accordance with the laws of the State of South Dakota using communication technology that enabled real-time, simultaneous audio and visual communication. The authorized officer, Bill Dumez, personally appeared before me, Kaitlyn Broesder, a Notary Public commissioned in the State of South Dakota. Based on my personal knowledge of Mr. Dumez as a fellow employee of Novatech, and after positively identifying him as the individual whose name is subscribed to the instrument, I witnessed his execution of the document via video communication. I hereby affix my official seal to the instrument as evidence of this acknowledgment.

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? BD  
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? BD  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? BD  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Novatech, Inc. \_\_\_\_\_ Company Name

---

\_\_\_\_\_ Address

4251 W. John Carpenter Fwy. Irving, TX 75063 \_\_\_\_\_ City

---

\_\_\_\_\_ State \_\_\_\_\_ Zip

Signed by:  
  
 74348ADA9BE0430...

8/30/2024

**PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting <sup>Initial</sup> BD proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? BD

(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? BD

(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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 for transportation or transmission of intelligence.

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act.

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? Initial  
BD \_\_\_\_\_

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? Initial  
BD \_\_\_\_\_

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

<sup>Initial</sup>  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Ven

<sup>Initial</sup>  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**12. Domestic Preference**

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any

<sup>Initial</sup>  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign cou

<sup>Initial</sup>  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

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

Initial  
BD

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Novatech, Inc. \_\_\_\_\_

Signed by:  
*Bill Dumez*  
74348ADA9BE0430... \_\_\_\_\_

Signature of Authorized Company Official

Bill Dumez

Printed Name

Vice President - Sales Operations

Title

8/30/2024

Date

**PROPOSAL FORM 13: FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work Initial  
BD pertaining to the work being completed under the contract.

Does Respondent agree?   
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Initial  
BD Administrator or the Comptroller General of the United States.”

Does Respondent agree?   
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable, state, local, or tribal laws or regulations.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*3. Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*5. No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to this matter resulting from the contract.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*6. Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*7. Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when applicable.

Does Respondent agree? BD  
(Initials of Authorized Representative)

*8. License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats a <sup>Initial</sup> BD ile by the (insert name of the non-federal entity).

Does Respondent agree?           

(Initials of Authorized Representative)

## PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

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

**Company Name:** Novatech, Inc.

**Street:** 4251 W. John Carpenter Fwy.

**City, State, Zip Code:** Irving, TX 75063

**Complete as appropriate:**

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

**OR:**

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


**OR:**

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

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

Name	Address	Interest
Perpetual Capital Partners	1000 Wilson Blvd. Suite 2700 Arlington, VA 22209	100%

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

Signed by:   
74348ADA9BE0430...

8/30/2024

**Authorized Signature and Title**

**Date**

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

**Company Name:**

**Street:**

**City, State, Zip Code:**

*State of New Jersey*

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

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

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_

OR

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

OR

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

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_ AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

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

\_\_\_\_\_  
**Authorized Signature and Title**

\_\_\_\_\_  
**Date**

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not

be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

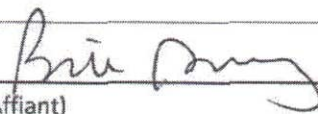

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Limited Liability Partnership |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter S Corporation      |

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

Stockholders:

Name: Perpetual Capital Partners	Name:
Home Address: 1000 Wilson Blvd, Suite 2700 Arlington, VA 22209	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>21</u> day of <u>August</u> , 20 <u>24</u> <u>Kaitlyn Broesder</u> (Notary Public)	 _____ (Affiant)  Bill Dumez, Vice President - Sales Operations _____ (Print name & title of affiant)  _____ (Corporate Seal)
My Commission expires: <u>August 11, 2029</u>	

\*This acknowledgment was taken remotely in accordance with the laws of the State of South Dakota using communication technology that enabled real-time, simultaneous audio and visual communication. The authorized officer, Bill Dumez, personally appeared before me, Kaitlyn Broesder, a Notary Public commissioned in the State of South Dakota. Based on my personal knowledge of Mr. Dumez as a fellow employee of Novatech, and after positively identifying him as the individual whose name is subscribed to the instrument, I witnessed his execution of the document via video communication. I hereby affix my official seal to the instrument as evidence of this acknowledgment.

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

### RFP Section Three: Article 4 - Formation of Contract

#### 4.4 Assignment of Contract:

*No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).*

**Novatech Response:** Novatech requests to retain the right to assign its rights without approval from Region 10 in the event of a merger or acquisition.

### RFP Section Three: Article 10 – Pricing Audit

#### 10.1 Audit rights:

*Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group*

**Novatech Response:** Novatech grants to Region 10 the right to inspect their records associated with this contract during normal business hours, with 30 days written notice. If Region 10 uses a third party to conduct such inspection, the third party will be subject to a reasonable non-disclosure or confidentiality agreement. Audits may be conducted no more frequently than once per year, upon reasonable written notice to Contractor, and must be conducted in a way to minimize disruption to Contractor's ongoing business.

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

8/30/2024

Date

Signed by:  
 Bill Dumes, Vice President - Sales Operations  
74348ADA9BE0430...  
Authorized Signature & Title

**PROPOSAL FORM 23: VENDOR CONTRACT AND 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Novatech, Inc.

Address 4251 W. John Carpenter Frwy.

City/State/Zip Irving, TX 75063

Telephone No. 214-239-0846

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Printed name bill.dumez@novatech.net

Position with company Bill Dumez

Authorized signature Vice President - Sales Operations

*Bill Dumez* Initial BD

74348ADA9BE04161

**Acknowledgement of Amendment 1 (Initial)** \_\_\_\_\_

Term of contract November 1, 2024 to October 31, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

*Rickey Williams*  
Region 10 ESC Authorized Agent

Oct 21, 2024  
Date

Dr. Rickey Williams  
Print Name

Equalis Group Contract Number R10-1169D



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.