



This Proposal is Prepared Exclusively For:

Joe Zitzelberger
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MODEL 72
Proposal #: 163274 - 4
11-JUL-2019
Revised 22-AUG-2019

Submitted by:

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PRODUCT DESCRIPTION**OPEX® Model 72 Rapid Extraction Desk (RED)**

The Model 72 Rapid Extraction Desk, or RED for short, redefines efficiency in the envelope opening process!

More than three decades ago, OPEX introduced its first RED and set the industry standard for Extraction Desk technology. The new Model 72 RED advances that technology to its highest level yet, proving once again why OPEX is the industry leader.

Equipped with an all-new feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, the machine is ideal for applications that involve thick or over-stuffed envelopes. The Model 72 can process intermixed envelopes of varying thicknesses with ease, up to 0.375".

The Model 72 marks the first time that milling cutting technology has been offered on a RED. This option is being made available in addition to OPEX's traditional, and highly regarded, slicing technology.

Milling cutting offers a small cut depth which significantly reduces the potential of cutting contents. This allows the Model 72 to handle the entire range of mail, including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

The feeder adjusts on-the-fly to accommodate the widest range of envelopes possible. Thanks to the innovative design of the Model 72, the entire envelope path has been optimized to also accommodate irregular-sized envelopes.

The Model 72 includes several ergonomic advancements, including an optimized mail tray and 20% more desk space than prior models. These features are especially helpful in forms processing, where additional space is often required to process multi-page documents and larger, thicker envelopes.

The Model 72 RED is built upon the legacy of its predecessors, meaning that the machine includes all of the great benefits and options previously available in prior REDs such as: A thickness profiling candler that performs a second check of the envelope for content security; Performance Control Center (PCC); OPEX Network Solution (ONS); printer; ergonomic desk chair; sort arrangement flexibility; and mail tray holders. The operator can also still choose from three different cycling modes.

In short, the Model 72 offers efficient, secure, and reliable mixed envelope opening and extraction. When integrated with the OPEX Falcon or FalconV scanner, **one operator** can **open** envelopes, **extract** contents, and **scan** everything **in one step**, on **one platform**, with **little or no prep**.

PAYMENT OPTIONS

OPEX understands that in today's fast-paced business environment where new initiatives and process implementations are commonplace, many customers want to be able to take advantage of the latest technological advancements and innovations. However, we also recognize that budgets are tight, and that keeping costs under control is an important consideration.

OPEX is therefore pleased to offer flexible payment and financing options designed to suit the unique needs of our customers. For those who would like to purchase the equipment outright, OPEX's traditional payment terms make this possible. However, for those customers who desire the predictability of a consistent monthly payment, combined with the option of periodically refreshing their OPEX equipment and technology, the OPEX Planned Replacement Program offers an excellent alternative. Both options are described in further detail below. By signing the proposal you agree to either purchase the equipment outright or enter into a financing agreement subject to the terms of the OPEX Planned Replacement Program described below.

Product configuration and pricing can be found on the last page of this proposal. Prices quoted are those currently in

effect and will be held firm for ninety (90) days from the date of this proposal. Prices quoted are FOB Moorestown, NJ. Terms of payment are net thirty (30) days from date of delivery. All applicable taxes and freight charges are additional.

The prices listed in this proposal are contingent upon purchasing the quantity listed. If the purchased quantity varies from the quoted quantity, the price of each unit may be adjusted accordingly as set forth in OPEX's price schedules. All prices are subject to change on a periodic basis.

The service prices quoted in this proposal are contingent upon the equipment warranty expiring and the equipment being placed on an annual maintenance contract with OPEX prior to December 31, 2019.

Freight Information:

Freight charges quoted on the pricing page of this proposal are estimated and are subject to change without notice. The actual freight charges will be determined on the actual date of payment, which may be higher or lower than the freight costs listed in this proposal.

Please add \$75.00 if a lift gate is needed for delivery.

PURCHASE PAYMENT TERMS

If you choose to purchase the equipment outright, terms of payment are net thirty (30) days from the date of delivery.

OPEX PLANNED REPLACEMENT PROGRAM

OPEX offers an enticing alternative to purchasing the equipment outright: The OPEX Planned Replacement Program ("OPRP"). The OPRP is a financing option that provides you several advantages while also being kind to your bottom line:

- The OPRP provides consistent, predictable monthly payments at competitive rates - ideal for planning and budgeting purposes;
- The OPRP improves cash flow - pay for the equipment over time rather than absorbing the up-front cost of acquisition;
- The OPRP is ideal for both short-term needs (36 months) and long-term needs (up to 60 months) - at the conclusion of the OPRP term you have the option of purchasing the equipment outright or rolling over into a new OPRP term; and, best of all
- **The OPRP is an excellent choice if you want to periodically update your processing capabilities with the newest in OPEX products and technology - simply choose the length and payment terms that fit your budget and, subject to credit approval, you will continue to enjoy the benefits of OPEX equipment for years to come.**

OPEX's Planned Replacement Program is administered by our business partner, Americor Capital, Inc., located at 2655 E. Oakley Park Rd., Suite 204, Commerce Township, MI 48390.

You will find a separate pricing sheet at the back of this proposal that lists monthly OPRP charges for 36, 48, or 60 months based on the total purchase price of the products, less taxes, freight charges, trade-in allowances, service costs, or license fees (all of which will be paid separately by you to Americor).

Please note that the prices quoted for the OPEX Planned Replacement Program, as well as delivery of the equipment, are contingent upon prior credit approval by Americor and execution and delivery of final approved documentation, including returning a signed copy of this proposal to OPEX, and also signing and returning all documents required by Americor.

INSTALLATION AND TRAINING

The purchase price includes not only the equipment, but also the installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX

also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.

WARRANTY INFORMATION

OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS PROPOSAL, THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL, THE PRODUCTS AND SERVICES SOLD HEREUNDER, OR THE OPERATION OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. PURCHASER AND OPEX AGREE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE OF A PARTICULAR PRODUCT OR THE COST OF A SERVICE HEREUNDER, WHICHEVER IS LESS. ALL ACTIONS ON THE WARRANTIES, HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF DELIVERY OR BE OTHERWISE LOST. THIS LIMITED WARRANTY AND THE LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS.

SERVICE INFORMATION

The focus of the OPEX service contract is to provide a regular schedule of preventive maintenance. The contract covers all parts required during the contract year, plus labor for preventive maintenance and labor for unlimited demand calls. Simple cleaning of the machine by the customer is necessary at the end of each shift for proper operation. Service pricing is quoted per machine for a single shift of coverage and usage, payable annually in advance. Additional service is prorated based on usage and contracted coverage. Taxes, freight and consumable items are not included. Upon renewal of the contract, the pricing schedule then in effect will apply. Terms of payment are net thirty (30) days from the date of invoice.

Proprietary Components

Certain products and product features utilize proprietary components, processes, software, and technical support materials developed or supplied by OPEX Corporation or its authorized third-party providers. These proprietary materials are covered by various patents, copyrights, and licenses and may not be copied, reproduced or altered in any manner without prior written authorization and licensing from OPEX. Some of these proprietary materials also carry additional annual licensing fees, as indicated within this proposal.

In order to protect these proprietary materials from unauthorized use, OPEX may require end users to sign a separate software use license agreement, generally prior to installation of the equipment. Even in the absence of a signed agreement, end users must pay any annual license fees applicable to the software as a condition of being able to use licensed materials, with payment constituting acceptance of the terms set forth in any applicable software use license agreement.

SOFTWARE LICENSE

This proposal includes OPEX equipment with base software ("Base Software"). As applicable, OPEX may also make available to you from time to time optional features software for OPEX Equipment ("Optional Features Software"). Both Base Software and Optional Features Software are furnished pursuant to a personal, non-exclusive and non-transferrable license.

License fees ("License Fees") for Base Software and Optional Features Software shall be due on an annual recurring

basis in accordance with OPEX's published rates and terms then in effect. Such License Fees are in addition to any charges for OPEX maintenance services. As a convenience to you, we may include the License Fees for Base Software in our maintenance service charges.

Software licenses are not transferable with the Equipment (e.g., if the Equipment is sold or given to a third party), and all Software must be re-licensed by OPEX based on OPEX's pricing then in effect.

Please note that if a Maintenance Agreement is not purchased after the warranty period or is cancelled at any time, Diagnostic Software may be licensed on an annual basis per machine, in accordance with OPEX's pricing and terms and conditions then in effect.

CONFIDENTIALITY

The information contained in this document is proprietary and may not be distributed to any third party without the prior written consent of OPEX, **except as otherwise required by the California Public Records Act.**

CONTACT INFORMATION

At OPEX Corporation, we strive to provide the highest levels of customer satisfaction from all facets of the company. I look forward to meeting with you in person to review this proposal and answer any questions you may have. You can also visit our website at **www.opex.com** to find out more about OPEX products and services. Should you need to speak with me in the meantime, please do not hesitate to contact me at 856.727.1100, or simply reply to my email. Thank you again for the opportunity to serve your organization.



PLANNED REPLACEMENT PROGRAM

305 Commerce Drive
Moorestown NJ 08057- 4234
United States

Phone : 856-727-1100
Fax : 856-727-1955
Email : jrunge@opex.com

Proposal : 163274 - 4
Date : 11-JUL-2019

SHIP TO:

El Dorado Registrar of Voters
2850 Fairlane Court
Placerville, EL DORADO
United States

Proposed Equipment	Equipment Purchase Price
MODEL72	64,510.00
Terms	OPRP Monthly Amount*
36 Months	1,852.08
48 Months	1,573.40
60 Months	1,357.94

*Equipment Purchase Price and OPRP Monthly Amounts do not include taxes, freight charges, trade-in allowance, maintenance service fees, or licensing fees. Any applicable software licensing and/or maintenance service fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These fees are normally itemized on the annual Maintenance Agreement invoice, but are billed separately in the event you do not have an OPEX service contract.

You are not required to purchase the proposed equipment through the OPEX Planned Replacement Program ("OPRP"). The OPRP information and pricing are automatically provided with every proposal to provide end users of our equipment with flexible payment and financing options to suit their unique needs. Should you wish to purchase the equipment outright, please disregard this sheet, and simply sign and return the following sales proposal pricing page.

OPRP is administered by our partner, Americor Capital, Inc., located at 2655 E. Oakley Park Rd., Suite 204, Commerce Township, MI 48390.

Please note that the price quoted for OPRP, as well as delivery of the equipment, are contingent upon prior credit approval by Americor and execution and delivery of final approved documentation, including returning a signed copy of this proposal to OPEX, and also signing and returning all documents required by Americor.

For further details regarding OPRP and the quoted pricing, please contact your OPEX Account Executive, or Mr. Jim Malone with Americor at 248.313.9629 ext 22, or via email at jmalone@americorcap.com.

By signing below, I acknowledge that I have reviewed and agree to be bound by the terms and conditions set forth in this proposal. I authorize Americor to initiate the Planned Replacement Program with OPEX. Please reserve a slot on your production schedule for the proposed equipment. I understand and agree, however, that the equipment will not be produced or shipped by OPEX until such time as OPEX receives a firm purchase order from Americor.

Signature : _____

Name : _____

Title : _____

Date : _____



SALES PROPOSAL

305 Commerce Drive
 Moorestown NJ 08057- 4234
 United States

Phone : 856-727-1100
 Fax : 856-727-1955
 Email : jrunge@opex.com

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 Date : 11-JUL-2019

BILL TO:

El Dorado Registrar of Voters
 2850 Fairlane Court
 Placerville, EL DORADO
 CA 95667
 US

SHIP TO:

Attn: Joe Zitzelberger
 El Dorado Registrar of Voters
 2850 Fairlane Court
 Placerville, EL DORADO
 CA 95667
 United States

QTY	DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL	
2	M72 BASE W/ MILLING TOP CUTTER 110V	31,000.00	31,000.00	62,000.00	
2	ASM M72 STAT PRINTER	1,155.00	1,155.00	2,310.00	
2	ENVELOPE CATCHER M72	100.00	100.00	200.00	
2	Service : SERVICE FOR MODEL 72	2,775.00	2,775.00	5,550.00	
1	*FREIGHT ESTIMATE	1,400.00	1,400.00	1,400.00	
				EQUIPMENT (USD)	64,510.00
				SERVICE (USD)	5,550.00
				FREIGHT (USD)	1,400.00
				**SALES TAX (USD)	5,322.08
				TOTAL (USD)	76,782.08

Any applicable software licensing and/or maintenance fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These fees are normally itemized on the annual Maintenance Agreement invoice, but are billed separately in the event you do not have an OPEX service contract.

Freight: *Please refer to Page 3 "Freight Information" in section titled Purchase Payment Terms" for additional freight pricing information.

Sales Tax: **Currently, the tax rate for Placerville, CA is 8.25%. In the event the applicable taxing authority modifies the items that are considered taxable and/or the applicable tax rate, then the tax amount shall be subject to change based on the date of shipment and/or the start date of the Services Agreement for the Equipment.

To place an order, please return one signed original to OPEX with your payment or purchase order. Thank you.

Signature : _____

Name : _____

Title : _____

Date : _____

Please note: The service prices quoted in this proposal are contingent upon the equipment warranty expiring and the equipment being placed on an annual maintenance contract with OPEX prior to December 31, 2019.

P.O. #. (Optional) _____