



Contract Number
10-260

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	<u>Diana Atkeson</u>
Telephone Number	<u>(909) 382-3040</u>
Contractor	<u>OPEX Corporation</u>
Contractor Representative	<u>Basel Judeh</u>
Telephone Number	<u>(856) 727-1100</u>
Contract Term	<u>One Year</u>
Original Contract Amount	<u>\$207,332</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$207,332</u>
Cost Center	<u>3406001000</u>

Briefly describe the general nature of the contract: *Sales proposal from OPEX Corporation for the purchase of two OPEX® FalconV+ RED machines, proprietary mail opening and scanning equipment to be used by the San Bernardino County Tax Collector, in a one-time cost not to exceed \$184,322 plus annual support and maintenance fees of \$23,010, for a total amount not to exceed \$207,332.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Robert F. Messinger
Robert F. Messinger, Principal Assistant County Counsel

Date 5/11/2020

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

Enser Mason
Enser Mason, Auditor-Controller/Treasurer/Tax Collector

Date

5/11/20



This Proposal is Prepared Exclusively For:

Diana Atkeson
County of San Bernardino - Tax
diana.atkeson@atc.sbcounty.gov

FALCON V+
MODEL 72
Proposal #: 167282 - 4
19-MAR-2020

Submitted by:

Basel Judeh
bjudeh@opex.com

OPEX Corporation
305 Commerce Drive
Moorestown, NJ 08057-4234
United States

Tel: +1 856.727.1100
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PRODUCT DESCRIPTION**OPEX® FalconV+ RED**

FalconV+ RED combines the extraordinary capabilities of the FalconV+ scanner with the most efficient envelope opening and extraction unit on the market, the OPEX Model 72 Rapid Extraction Desk (RED). **One operator can open envelopes, extract contents, and scan everything in one step, on one platform, with little or no prep.**

Efficient envelope opening is achieved using milling cutter technology and an auto-jog transport that shifts envelope contents away from the cutters, making FalconV+ RED ideal for applications that involve thick or over-stuffed envelopes. Additionally, the Model 72 can process intermixed envelopes of varying thicknesses, including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

FalconV+

The FalconV+ is a high-speed scanner that allows operators to prep and scan at a faster rate than most current prep-only processes. This significantly reduces costs associated with preparing documents for scanning. Additionally, minimizing prep, paper handling, and other manual tasks not only improves efficiency, but also results in superior document integrity. Documents are handled once and converted to images. Operators can view these images in real-time to ensure proper capture and identification. This reduces time-consuming and costly rescans later in the process.

The advantages start with the FalconV+ specialized feeder which provides a dynamic process proven to reduce prep and increase scanning accuracy. Patented drop-feed technology allows for efficient scanning directly from file folders, while intelligent packet sensing capabilities adjust track speed for optimal scanning throughput. The high-capacity feeder handles large stacks of mixed document types, **making the need for additional high-volume production scanners unnecessary.** The machine's unique Rescan Feeder is designed for fast and efficient rescans without disrupting scanning operations.

Everything from single sheets in a wide range of sizes to multiple large stacks of paper can be scanned on FalconV+. The conveyor can hold more than 700 pages at any given time, allowing maximum throughput and uninterrupted processing. From thick paper to onion skin and fragile or damaged pieces, from envelopes and file folders to receipts, to small forms and business cards - nearly any style or type of document can be scanned. With the optional external capture device and software, three dimensional objects can be imaged and placed directly into the electronic record.

Various media detection capabilities come standard on FalconV+, including height, length and document skew detect, as well as envelope detection. OPEX's proprietary Thickness Measuring Device (TMD) detects paper thickness in a unique way that allows envelopes to be distinguished from double pages. For added document integrity protection, the FalconV+ now includes a TMD Override Switch allowing the operator to tell the machine that thick, thin and/or delicate paper has been fed. One of the most significant advances on FalconV+ is the enhanced multi-feed detect that utilizes **seven strategically placed Multi-Feed Detectors (MFDs)** to recognize doubles as small as 2" X 2" anywhere on a page.

Fully configurable, these seven MFDs significantly diminish the chance of more than one page at a time being passed through the scanner unnoticed and uncaptured. This helps to reduce rescans and the arduous search for documents that may have been omitted from the batch because they were stuck to another page or folded over. Furthermore, the FalconV+ includes an enhanced imaging capture device only available with the Falcon+ family of scanners.

FalconV+ features **five programmable translucent blue bins** for refined sort capabilities which include an adjustable mirror positioned at the top bin to assist operators in seeing the contents of the highest bin. An additional pass-through bin allows for the sorting of large or delicate items. The FalconV+ offers the largest bin capacity in the series with the additional user-friendly transparent design.

FalconV+ is ergonomically designed, allowing for ease of use and comfortable operation. The FalconV+ comes with a wireless keyboard and mouse as well as a tray and arm to support these wireless features. The unit comes equipped with a 22-inch touch-screen monitor for enhanced viewing of scanned images. Operators can use the one-touch page-type classification or automatic classification based upon the user's preferences. And, with capture resolutions up to an astonishing 600 dpi, FalconV+ is able to deliver high-resolution images with exceptional clarity.

OPEX offers a Mobile Work Surface as an optional feature with purchase. The Mobile Work Surface is free standing from the FalconV+ and can be rolled alongside or adjacent to the FalconV+ to provide additional work space for the operator. The Mobile Work Surface is large enough to hold multiple stacks of papers, a file box, and/or an external capture device.

The FalconV+ can be outfitted with several, popular options: Front and rear audit trail printing; rear graphics printing (accommodates signatures, Code 39 or Code 25 barcode and/or 4 lines of text); MICR/MICR+; external digital capture; Kofax VRS® image enhancement capability; and customizable document identification technology for unrecognized documents, including multi-function IdAssist, and KeyAssist.

Model 72 Rapid Extraction Desk (RED)

The Model 72 RED is equipped with an all-new feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, it is ideal for applications that involve thick or over-stuffed envelopes. The Model 72 can process intermixed envelopes of varying thicknesses, including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

Milling cutting offers a smaller cut depth which significantly reduces the potential of cutting contents. The feeder adjusts on-the-fly to accommodate the widest range of envelopes possible. The entire envelope path has been optimized to also accommodate irregular-sized envelopes. In short, the Model 72 offers efficient, secure, and reliable mixed envelope opening and extraction.

CertainScan 5.0

OPEX's CertainScan 5.0 - a Windows® 10-based, feature-rich 64 bit software package that is the perfect complement to OPEX's Falcon series of scanners. CertainScan 5.0 provides the most intuitive way to capture, classify, and sort documents. In addition to indexing up to twenty unique fields, users can also edit live and suspended batches, convert images and metadata in ways that map with their own unique workflows, and perform a host of other functions. CertainScan 5.0 allows up to twelve page-type classifications.

Through the use of CertainScan Edit, the editing of batches while scanning is now possible. The editor also allows for the copying and pasting of metadata and snippets. Various editing modes allow the user to recover an interrupted batch, limit editing to metadata only, or perform full, advanced editing functions.

OPEX Transform, another feature available through CertainScan 5.0, provides a configurable utility that converts OPEX standard output file formats (OXI and ODI) into the more universal XML and ASCII file formats. Additionally, there are other ways to uniquely transform data and images. For example, it is possible to convert standard TIFF and JPEG images into multi-page TIFF, PDF, and PDF/A files.

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.

PURCHASE PAYMENT TERMS

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 until June 30, 2020. 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.

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

OPEX Equipment Trade-In Allowance Information:

OPEX offers a total one-time trade-in credit amount of \$4,000.00 as set forth in this Proposal for the purchase of two (2) new FalconV+ units and two (2) new Model 72 units **and** the trade-in of one (1) AS3600 unit and one (1) Model 51 unit. Should either the total quantity for the purchase of two (2) FalconV+ units and two (2) Model 72 units **or** the total trade-in quantity of one (1) AS3600 unit and one (1) Model 51 unit change on this transaction, OPEX reserves the right, at our sole discretion, to adjust the trade-in credit accordingly. OPEX and Customer will work out the schedule for OPEX to take possession of the one (1) AS3600 / Model 51 units, but this must be accomplished within ninety (90) days of installation of the two (2) new FalconV+ units and two (2) new Model 72 units. For reference purposes, the trade-in credit includes the cost of OPEX removing the AS3600 unit and Model 51 unit from your site.

Lastly, Customer shall independently and solely be responsible, at its own cost, for removing any and all information that may be stored on any hard drives contained within the existing OPEX AS3600 equipment prior to OPEX removing such equipment from your equipment site.

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

FalconV+ RED Maintenance

The focus of the OPEX service contract is to provide a regular schedule of preventive maintenance. For FalconV+ RED, the contract covers all parts required during the contract year, unlimited demand calls, plus labor for preventive maintenance calls. The FalconV+ receives six (6) preventative maintenance calls annually. The RED (Model 72) receives twelve (12) preventative calls annually. Simple cleaning of the machine by the customer is necessary at the end of each shift for proper operation.

General Service Information

Quoted service pricing is 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.

The service price listed in this proposal includes the OPEX CertainScan licensing fee. This, and all other applicable licensing fees, is due on an annual basis in accordance with OPEX's published rates and terms then in effect. These licensing fees are normally itemized on your annual Maintenance Agreement invoice, but are billed separately in the event you choose not to purchase an OPEX service contract.

Programming of Jobs Information

Pricing includes the programming of three (3) jobs by OPEX personnel. Additional jobs can be programmed at a rate of \$200 per job.

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 configured with CertainScan (including CertainScan Edit and OPEX Transform capabilities) software ("CS Software"). As applicable, OPEX may also make available to you from time to time optional features software for OPEX Equipment ("Optional Features Software"). Both CS Software and Optional Features Software are furnished pursuant to a personal, non-exclusive and non-transferable license.

License fees ("License Fees") for CS 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 CS 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.



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.

ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



PLANNED REPLACEMENT PROGRAM

305 Commerce Drive
Moorestown NJ 08057- 4234
United States

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

Proposal : 167282 - 4
Date : 19-MAR-2020

SHIP TO:

County of San Bernardino - Tax
268 W. Hospitality Lane
Treasurer/Tax Collector
San Bernardino, SAN BERNARDINO
United States

Proposed Equipment	Equipment Purchase Price
FALCON V+,MODEL72	170,550.00
Terms	OPRP Monthly Amount*
36 Months	4,555.39
48 Months	3,852.72
60 Months	3,402.47

*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 : See signature block on page 9

Name : _____

Title : _____

Date : _____



SALES PROPOSAL

305 Commerce Drive
 Moorestown NJ 08057- 4234
 United States

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

Proposal : 167282 - 4
 Date : 19-MAR-2020

BILL TO:

County of San Bernardino - Tax
 268 W. Hospitality Lane
 Treasurer/Tax Collector
 San Bernardino, SAN BERNARDINO
 CA 92408
 US

SHIP TO:

Attn: Diana Atkeson
 County of San Bernardino - Tax
 268 W. Hospitality Lane
 Treasurer/Tax Collector
 San Bernardino, SAN BERNARDINO
 CA 92408
 United States

QTY	DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
2	EQUIPMENT: FalconV+ Base Machine (\$50,800.00 each), FalconV+ Computer Windows 10 64 Bit Dual SSS w/Bitlocker (Included), FalconV+ MICR Plus (\$4,850.00 each), FalconV+ Rear Standard Printer only (\$625.00 each), Model 72 Base w/Milling Top Cutter (\$31,000.00 each)	87,275.00	87,275.00	174,550.00
2	SERVICE : FalconV+ BASE MACHINE (\$7,875.00 each), FalconV MICR Plus (\$800.00 each), Model 72 Base Machine (\$2,830.00 each)	11,505.00	11,505.00	23,010.00
1	*TRADE-IN ALLOWANCE	-4,000.00	-4,000.00	-4,000.00

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.

EQUIPMENT (USD)	170,550.00
SERVICE (USD)	23,010.00
**Sales Tax (USD)	13,772.01
TOTAL (USD)	207,332.01

Tax Information:

**Currently, the tax rate for San Bernardino, CA is 8%. 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 : Curt Hagman

Title : Chairman, Board of Supervisors

Date : MAY 19 2020

P.O. #. (Optional)

Trade-In Allowance Information:

*Please refer to Page 4 "OPEX Equipment Trade-In Allowance Information" in section titled "Purchase Payment Terms" for additional trade-in allowance information.

OPEX Signature: _____

Name: Winnie Chow

Title: Assistant Director, Corp. & Legal Affairs

Date: May 7, 2020