



ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

DOCUMENT MANAGEMENT, MAIL, AND VOTE-BY-MAIL, EQUIPMENT WITH RELATED SERVICES

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder’s Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of Attachment A structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Installers. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder’s electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder’s name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 2.2.1, the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf*.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	OPEX Corporation	
Headquarters Street Address:	305 Commerce Drive	
City, State & Zip Code:	Moorestown, NJ 08057	
Main Telephone Number:	856-727-1100	
Website:	www.opex.com Document Management Specific: www.digitizeyourdocuments.com	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
OPEX Corporation was incorporated in 1973 and has operated under that name for the entirety of that time.		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	OPEX Corporation is a privately held family owned business and is incorporated in the State of New Jersey, as a S corporation. Currently, OPEX has more than 1,200 committed employees who innovate, manufacture, sell, install, and service OPEX products.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	<p>Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i></p>
<p>OPEX is a privately held business and has been owned by the Stevens family since 1973. Subsequently, OPEX holds this information as proprietary and confidential, and will not provide the requested financial statements. We have however, provided a credit reference information document for your review.</p>	
2.2.2.	<p>Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>
<p>OPEX has not been involved in any bankruptcy claims in the last three years.</p>	
2.2.3.	<p>Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>
<p>OPEX has not been involved in any litigation relating to OPEX’s products and/or services that are being offered in this response.</p>	
2.2.4.	<p>Mandatory Contract Performance Disclosure. Pursuant to <u>RFP Section 3.13</u>, disclose whether the your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.</p>
<p>OPEX has not been involved in any formal claims relating to a breach of contract as described above. For reference purposes, all services are performed by OPEX’s personnel. We do not utilize third parties in the provision of services.</p>	
2.2.5.	<p>Mandatory Disclosure of Governmental Investigations. Pursuant to <u>RFP Section 3.14</u>, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company’s performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not</p>

automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder’s proposal at Group’s sole discretion. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.

OPEX has not been the subject of any adverse regulatory or administrative government action (federal, state or local) relating to the products and/or services that are described in this response.

2.3. Industry Qualifications

2.3.1. **Company Identification.** How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider?

OPEX is the original equipment manufacturer for the OPEX products which are manufactured and/or assembled by our employees at our manufacturing facilities located in Moorestown, NJ USA and the sole source service provider for these products.

We are a recognized global technology leader in high-speed mailroom solutions, document imaging, and warehouse automation. Since 1973, OPEX has provided performance enhancing workflows and cost-effective results to thousands of organizations around the world.

From its humble beginnings in a leased warehouse in southern New Jersey, OPEX’s workforce can now be found in virtually every corner of the globe. Its Moorestown, New Jersey World Headquarters features more than 250,000 square feet of engineering, manufacturing, warehouse, product assembly and office space. OPEX also maintains state-of-the-art manufacturing facilities (an additional 200,000+ square feet) in Pennsauken, New Jersey. Additionally, OPEX continues to bolster its international presence with offices in the U.K., France, Germany, and Australia.

By controlling all aspects of product design, OPEX is able to deliver high-quality innovative workflow solutions to customers in a wide variety of industries including financial services, insurance, healthcare, government, retail, non-profits, utilities, telecommunication, service bureaus, educational institutions, and fulfillment operations.

OPEX systems can be found in thousands of incoming mail operations throughout the world, delivering the highest levels of performance.

OPEX scanning and mail extraction equipment can be found in these business sectors:

- Government (Federal, State, Local)
- Financial Services
- Insurance
- Healthcare
- Non-profit
- Utilities
- Telecommunications
- Service Bureau
- Retail/Wholesale

- Institutional

OPEX Corporation offers a variety of innovative document processing and imaging solutions. From industry-leading mail extraction and sorting equipment, to outstanding image capture and payment processing hardware platforms, OPEX equipment provides efficient workflows and superior cost savings.

OPEX's commitment to meeting the needs of its customers does not stop with a product sale. The OPEX Service Organization boasts unrivaled technical support on a worldwide basis utilizing its vast network of locally based, factory-trained, direct-employee field technicians. Subsequently, we do not utilize third parties in the performance of services on the OPEX products.

2.3.1.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
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OPEX is the original equipment manufacturer for the OPEX products which are manufactured and/or assembled by OPEX's employees at our Moorestown, NJ facilities and is solely responsible for the distribution of the products into the marketplace. Subsequently, please refer to OPEX's response under Section 2.3.1 above.

2.3.1.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer, distributor, or reseller network operates to sell and deliver the Products & Services proposed in this RFP.
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OPEX is both the original equipment manufacturer as well as the sole source service provider for the OPEX products. As such, we have a direct Sales and Service teams that sell and service the OPEX products.

OPEX also has a direct Sales Department that oversees the sale of products throughout the United States whom all are employees of OPEX and the structure of OPEX's Sales Department consists of:

- A team of Account Executive(s) for which each Account Executive is responsible for a specific U.S. territory;
- 3 National Sales Managers for which each National Sales Manager is responsible for a specific territory (Eastern Region, Central Region and Western Region) and works with the applicable Account Executives within his/her territory on various sales transactions;
- Director of Sales who is responsible for the overall sales responsibilities of the Account Executives and National Sales Managers; and
- Please refer to OPEX's response under Section 4.1.2 for a more detailed description of OPEX's Sales Department structure.

Regarding the performance of services on the OPEX products, we want to inform Equalis Group that OPEX's national service organization is the largest and most comprehensive service organization in the industry. All technicians are OPEX employees, not subcontractors. They have undergone rigorous training in the field and in the classroom and receive ongoing product education on a routine basis. Knowledge, support and a dedication to customer satisfaction makes OPEX service the best in the industry. Subsequently, no third party has been authorized to act on behalf of OPEX regarding OPEX warranty service or maintenance support. Warranty claims and end user maintenance requests are handled exclusively by service technicians who are direct employees of OPEX's national service organization. All service

is dispatched from the OPEX's World Headquarters located in Moorestown, New Jersey. OPEX's service technicians servicing the products, however, are located in the local area. Therefore, receiving "local" service is not an issue. Please kindly refer to OPEX's response under Section 4.1.1 below for OPEX's national service organization structure.

2.3.2. **Industry Experience.** How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

OPEX has provided mail automation equipment since 1975 and for more than 45 years, OPEX has developed the most innovative, efficient, and reliable document processing equipment in the industry. Regarding OPEX's series of scanner models, OPEX introduced the first generation of the AS scanner series to the marketplace in September of 2003 which was called the AS3600 and newer model types of the AS scanner series were subsequently introduced in June of 2006 and later in May of 2010. OPEX also introduced the first generation of the mixed document scanner called the DS1225 to the marketplace in April of 2008 and released a later model called the DS2200 in March of 2011. Following the success of these scanner products, OPEX introduced first generation of the Falcon scanner in May of 2014 and introduced the second generation, called the FalconV scanner in September of 2016. In September of 2019, OPEX introduced the third and current generation of the Falcon series, the Falcon+ and the FalconV+.

The rapid extraction desk has been made available to the market for a little over forty-five (45) years. Currently, the Model 72 Rapid Extraction Desk is in the seventh generation as of May 2010 and the first generation of the extraction desk was the Model 30 which was released to the marketplace in April of 1975.

As provided in our response under Section 2.3.1 above, OPEX is also the sole source service provider for the OPEX products and has continuously provided maintenance services for various OPEX scanner model types since we first introduced the scanners to the marketplace in 2003. For the rapid extraction desk series, we have provided maintenance services to different model types for more than 45 years.

[REDACTED]

2.3.3. **Geographic Reach.** Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded. If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.

OPEX Corporation is a global organization and for the purposes of this RFP, OPEX intends to offer its products and services to entities located within the continental United States (including Alaska) and Hawaii.

2.3.4. **Certifications and Licenses.** Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that

	you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
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OPEX has all applicable tax and business registrations and licenses to provide goods and services across the United States. OPEX Corporation is a New Jersey corporation and a valid business certification issued by the State of New Jersey has been attached here for your reference.

2.4. Public Sector Focus

2.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?
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OPEX participates in a NASPO agreement which is set to expire in May 2022. [REDACTED]

2.4.2.	Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
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[REDACTED]

2.4.3.	Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?
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[REDACTED]

2.4.4.	Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i>
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OPEX's goal is to increase our average sales volume to governmental entities by \$500,000.00 per year for next 3 to 5 years. To achieve this goal, we intend to apply the following 3-prong approach:

- (1) Receive award of this RFP by the Equalis GROUP and to work with you in expanding our ability to sell the offered products and services to governmental entities.
- (2) Increase our marketing to this vertical market, and
- (3) Work with Equalis Group on providing information on OPEX's one-touch document imaging solution that can digitize mail contents right in the mailroom, scan high volume of documents, and/or remittance processing

solution. Additionally, provide information on OPEX's cost-effective extraction desk device (the OPEX Model 72) for mail extraction applications. In calendar year 2020, various counties purchased and used the Model 72 to open ballots as a component of the counties' Vote By Mail opening process which is another area OPEX is very interested in pursuing. More specifically, we want to continue the discussion with various governmental entities on how the opening and extraction of ballots can drastically reduce the time and resources needed for these entities to manage their Vote by Mail process. We are confident OPEX can achieve these goals by working with Equalis Group and with the Equalis Group Members.

Note: Please refer to the answers in Sections 2.4.2 and 2.4.3 for revenue percentages.

2.5. Customer References

2.5.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
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[Redacted]

[Redacted]

[Redacted]

2.6. Insurance Coverage

2.6.1.	<p>General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Per Equalis Group's written response to bidder's question for item #9, the \$5,000,000 annual aggregate is the total combined for general liability, property damage and automobile liability. Based on Equalis Group's request, OPEX meets this requirement.

2.6.2.	<p>Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor’s employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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OPEX has provided a sample Certificate of Insurance which includes the above requested coverage and amount.

2.6.3.	<p>Third Party Employment Practice Liability – Members. The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor’s employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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OPEX confirms that we have insurance coverage as described in this Section 2.6.3.

Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal. IMPORTANT: this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
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OPEX® Falcon+

From document conversion services to mobile scanning to digital mail centers, the Falcon+ scanner offers a prep-reducing solution to address the most pressing of scanning needs all in one flexible platform. Falcon+ 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 image. Operators can view 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 Falcon+'s unique 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.** Falcon+'s unique Rescan Feeder is designed for fast and efficient rescans without disrupting the overall scanning process.

Falcon+ scans everything from single sheets in a wide range of sizes to multiple large stacks of paper. The Falcon+ 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 Falcon+, including multi-feed, 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 Falcon+ 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 Falcon+ 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 MDFs significantly diminish the chance of more than one page at a time being passed through the scanner unnoticed and uncaptured. This helps 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 Falcon+ includes an enhanced imaging capture device only available with the Falcon+ family of scanners.

The Falcon+ comes equipped with **three programmable translucent blue output sort bins**, and one programmable straight-path sort bin for extra thick and delicate items. For operator visibility, the top bin includes an adjustable mirror positioned at the top bin to assist operators in seeing the contents of the highest bin.

Falcon+ has a customizable work surface with options to fit the footprint of most scanning environments. The optional motorized table provides adjustable height settings for maximum operator comfort. Falcon+ comes equipped with a 22-inch touchscreen monitor for enhanced viewing of scanned images, with capture resolutions up to 600 dpi. Operators can use the one-touch page-type classification or automatic classification based upon the user's preferences. The Falcon+ also includes a wireless keyboard and mouse as well as a tray and arm to support these wireless features.

OPEX offers a Mobile Work Surface as an optional feature with purchase. The Mobile Work Surface is free standing from the Falcon+ and can be rolled alongside or adjacent to the Falcon+ to provide additional workspace 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.

Falcon+ 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+; Kofax VRS® image enhancement capability; and customizable document identification technology for unrecognized documents, including multi-function page-type IdAssist™, and KeyAssist™.

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 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 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 smaller 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 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.

OPEX FalconV+ RED and Falcon+ RED

(FalconV+ or Falcon+ scanner integrated with the Model 72 (RED))

FalconV+ RED/Falcon+ RED combines the extraordinary capabilities of the Falcon+/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/Falcon+ 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.

Both the FalconV+ and Falcon+ base machines can be manufactured with a variety of optional software and hardware features which OPEX has included in our price book. Below are descriptions of popular optional software and hardware that can be added on the Falcon series of Scanners and Model 72.

Falcon+ and FalconV+ Optional Features:

Standard table: Includes 31.8" work surface, 6 content sort bins and manual height adjustment

Available in 2 sizes the Falcon+ Scanner can be installed on a fixed height desk or motorized height adjustment desk, when not install with a OPEX Model 72 Rapid Extraction Desk for One Touch processing.

Motorized Adjustable Height Table: Includes 31.8" work surface, 6 Bin Mail Rack, and motorized height adjustment

The motorized height adjustment allows the desk to be adjusted by height to accommodate different chair sizes and other ergonomic considerations. It also allows adjustable access to very easily accommodate a wheelchair.

Please note the Motorized Adjustable Height would apply to the Falcon+ or FalconV+ as a stand alone scanner. When the scanner is integrated with a Model 72, the adjustable height feature would be purchased as a Model 72 Option.

MICR+ (Plus)

The system is capable of performing a template-based OCR read of up to five fields per sheet, containing one of three general character sets, or fonts; OCR A, OCR B and E13B commonly known as MICR. We read both alpha and numeric characters that meet or approximate the ANSI standards for those fonts in such characteristics as character height, width, stroke width, pitch, etc. In all cases, for a given field we must have pre-defined the font we expect to find when we attempt to read the data in that field's location on a page.

Multi-font allows us to attempt to read any characters we find in the field from any type of font; Courier, Times New Roman, Ariel, etc. without knowing in advance what font will be there.

There are caveats in our implementation of this feature as follows:

- We currently only read numeric characters.

- The characters must be 11 or 12 pitch.

An electronic component that reads numbers from documents that are printed with ink containing magnetic properties, most typically checks. Magnetic MICR is the preferred way to read the data that is printed on Checks. The ink on commercially printed checks contains magnetic properties that allow a magnetic read head to understand and output the various data fields on the check such as the Bank Routing & Transit Number. This type of read is superior to OCR for this font, called E13B, because the read is unaffected by any other printed or interfering handwriting and produces a more accurate read than scanners that only read it optically.

Front or Rear Inkjet Printer

The system is capable of printing an ink audit trail, in a single line, of up to 80 characters on the front and/or back of all or selected pages that are scanned. Front, Rear or Both are audit trail decisions to be made with the firm order.

Rear Graphics Printer

Provides for graphical print capability usually to provide a signature and/or barcode printing.

OPEX Image Tools

OPEX has developed a set of specific tools as an optional method image enhancement/manipulation. The tools are: Auto orientation, where a scanned image, containing machine printed characters is auto rotated to the correct orientation for reading, regardless of the orientation as it passed through the scanner. Hole Fill replaces punched holes, appearing as black circles on a bi-tonal image, with white pixels; effectively "Filling in" the holes. Dog Ear Repair performs the same function where the corner of a page is folded over or missing and presents itself as black pixels. These pixels are converted to white; effectively "Repairing" the fold or damage.

VRS Image

VRS, Virtual Re-Scan is a fully integrated version of a Kofax product of the same name. In its basic form it converts grayscale captured images to black and white, binarized output. It can be used to perform various image cleanup functions such as de-speckle, auto clarity adjust, etc. As OPEX standard binarizers produce excellent images natively, it is most often used for its more advanced features such as content based auto-rotation of documents and color detection. It can take the place of the standard OPEX binarizers for all page types in a job, or be used only on specific form types and not on others.

1-D Barcodes Software, Suite of Barcodes, 2-D Barcodes Software, Each (Datamatrix, PDF417, Aztec), & QR Barcode Software

The Falcon scanners can read up to ten barcodes in either or both horizontal and vertical orientation on either side of a given page. The reads can be a wide area read or looked for in a specific pre-defined zone. The reads can be required as part of page classification or simply to provide data retrieval or both. Each read result can be tested against a table of up to 256 entries per read. Barcode print quality, as with all data reads, can influence the success rate of the read, as such it is recommended that samples be tested to ensure satisfactory results.

The Falcon can be setup to read a variety of barcodes. Barcodes can objectively be split into two major classes: postal and commercial barcodes.

The Falcon is shipped with six postal barcodes:

- Postnet
- Planet
- Custom Postnet
- Postnot
- USPS IMB
- Australian 4-State

Commercial barcodes fall into two categories, one dimensional or 1D and two dimensional, or 2D, with 2D allowing for significantly more data to be embedded in them.

A suite of eleven 1d barcodes can be purchased that includes the following types:

- 3 of 9 Numeric
- 3 of 9 Alphanumeric
- 128 Alphanumeric
- Interleaved 2 of 5
- Code 93 Alphanumeric
- Codabar
- GS1-128
- EAN8
- EAN13
- UPC A
- UPC E

Four 2D barcodes are available individually:

- PDF417
- Data Matrix
- QR
- Aztec

Multi-Page Type ID Assist Tower

This highly ergonomic feature is a small tower that contains 9 sensors. When invoked by the operator through a simple swipe of a page, referred to as a Gesture, it can perform numerous kinds of functions during scanning that would otherwise require one or more screen touches to accomplish, or that override some previously determined system behavior. This feature is nearly identical to the ID Assist feature described above in terms of the kinds of activities that can be invoked with the most notable exception of the Packet Swipe.

Activities that can be assigned to one or more of the nine sensors in any specific job are:

- Color Dropout – whether to perform any color dropout – default, red, green, or blue
- Page Rotation – whether to rotate the piece 0, 90, 180, or 270 degrees
- Batch Structure – whether to start a new group or set
- Page Type Qualification – whether to use the gesture as a qualifier or to force the page type
- Tag – which of the customer tag strings to attach to this piece
- Override Feed Control – Yes/No
- Packet Swipe – Yes/No
- Deactivate Page Type Override – Yes/No
- Deactivate Image Adjustments – Yes/No

Packet Swipe

This feature allows the operator to swipe a small stack of pages through the sensor, drop them on the feed conveyor, and have all the pages in the stack treated alike by the system, essentially grouping them virtually. When the feeder goes empty, it knows that that was the end of the stack and it can resume normal processing for any following pages until another Packet Swipe is invoked by the operator.

External Digital Capture Device - armature and software (camera excluded)

This Falcon feature allows the system, through operator participation, to import images into the CertainScan software from an external source. External sources may be such things as a digital camera or another kind of scanner such as a flatbed, etc. The image is processed by OPEX software and classified and output just as though the image was captured by our scanner directly. This allows for input of 3D objects, out-of-spec pages, etc., into an OPEX batch.

OPEX will provide recommendations for various devices that may be used reliably on the system.

Mobile Work Surface (Accessory/Furniture)

This option allows the system to be raised and lowered to an operational height that provides the best ergonomic position for each operator. This option cannot be performed in the field and as such must be purchased on initial order.

Bankers Box Cart (Accessory/Furniture)

An external portable work cart which holds a banker box or other similar container for easy access to files for backfile conversion projects.

Model 72 Optional Features:

Internal Printer & Software- The OPEX Performance Control Center ("PCC") controls the operation and configuration of the Model 72. In addition to supervisor and operator access to the machine it also controls the specific jobs and their requirements. As such, the PCC gathers and maintains statistical data of these function, most specifically related to machine performance and productivity. The PCC allows you to view these stats when you chose DISPLAY DATA. With the optional internal printer and software you have the ability to print these statistics in a hardcopy format.

Motorized Height Adjustment- Optional Lift System allows you to adjust the height of the desktop work surface for convenience and comfort. Provides an adjustable height range for a greater variety of operator height needs. This function also provides easy access to accommodate a wheelchair. This is a very popular option with our customers.

Envelope Catcher- This option allows the operator to retrieve the envelope to reassociate with transaction physically prior to its deliver into the Envelope Trash Bin.

Dust Cover- Custom fitting cover to protect sensors and electronics from external dirt , dust and other environment concerns that may impact machine performance. This is particularly useful when the machine will sit idle for long periods of time, as is the case when used in a "vote-by- mail" operation.

CertainScan Software

OPEX's® CertainScan™ 5.5 software makes an intelligent scanner even smarter. Often referred to as the brains of the operation, CertainScan has driven every OPEX scanner since 2003. With its ability to build customized scanning jobs and identify page types within a job, it is a labor-saving tool in its own right. CertainScan automates many traditional document preparation activities, including eliminating patch sheets, classifying documents, creating indexes, editing batches in-line, customizing output files, sorting documents both physically and virtually, and enhancing security – and much more.

Professional Services

Professional Services is available to provide integration and configuration assistance. The service will include the programming of one (1) Batch Transform Setup by OPEX personnel per purchased engagement. One Transform can be used on multiple machines contingent on the setup being performed on the OPEX products within the same week.

CertainScan Administrator Training

CertainScan Administrator Training is designed to train a customer's "Administrator" or Super User on the CertainScan software and support details on the OPEX Falcon series of scanners. The training includes details of software, features, and configuration. Training will include detailed instructions for how to set up page types, jobs, and operators on the OPEX scanner. It is not operator training which comes included with the purchase of the OPEX product. This class is to teach highly specialized software theory and other details regarding optimizing the scanners' functions.

OPEX Standard On-Call Maintenance Services

OPEX's on-call maintenance program includes all labor and replacement parts excluding consumable items (i.e., toner, ink cartridge, paper, etc.) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition. The on-call maintenance program is divided into two (2) parts: Preventive Maintenance Calls and Demand Calls, as detailed below and are to be performed at the Customer's site. On-

call maintenance services shall be provided in accordance to our then current maintenance agreement. All services will be provided directly and physically at Customer's equipment site. OPEX's standard coverage hours are Monday through Friday, 7AM-3PM, site local time, excluding OPEX holidays. OPEX holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

All service calls are dispatched from the OPEX's World Headquarters located in Moorestown, New Jersey. The OPEX service technician that will be servicing the OPEX Products, however, are located in the local area. Therefore, receiving "local" service is not an issue. A definite advantage of OPEX's National Service Organization is that coverage will always be available during the *contracted hours for service*. Customer need not make any "special" arrangements because if an OPEX technician is sick or schedules a vacation, OPEX covers those situations. OPEX is careful not to overstaff unnecessarily. However, OPEX's personnel planning also makes allowances for adequate coverage in the event that a technician is unavailable for any reason.

Preventive Maintenance Calls: OPEX shall provide regular schedule of preventative maintenance (PM) calls for FalconV+ unit on an annual basis. Performance of each PM shall be completed at the date/time that is agreeable to Customer and OPEX, during the contracted on-call coverage hours. The FalconV+ receives six (6) PM per year.

Demand Calls: Customer will also have unlimited demand calls during the contracted service coverage period. When Customer calls for a demand call, OPEX's service technician will exert all reasonable efforts to arrive at the equipment site within four (4) hours** for the for FalconV+, from the inception of the call, during OPEX's standard hours of coverage 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Response Time:** To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within four (4) hours from the time the call is placed, during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Please see OPEX's response to **3.4.2** for further information regarding OPEX's on-call maintenance services.

Please note, some sites may require remote contracts which will change the response time. Please see section **3.4.2 for more information.

3.1.2.	Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.
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OPEX has a few open market products that a customer could purchase directly from OPEX off of OPEX's open market price book. The pricing of these items are updated annually. None of the OPEX equipment is inventoried (open market or on this contract), all products are built, after receipt of a firm and correct purchase order, at OPEX's world headquarters in Moorestown, NJ. OPEX has included within our offering the hardware, optional software and optional hardware features necessary for the scoped products and services (scanners and document imaging and extractors) of this contract.

Should Equalis Group Members have interest in purchasing an OPEX product not located on this catalog, they can contact the Account Executive for their territory for assistance. However, OPEX has included all necessary OPEX products within our catalog for Equalis Group.

3.1.3. **Customized Offering.** Describe how you are able to customize the program offering to Equalis Group Members.

OPEX is the Original Equipment Manufacturer, OEM, of OPEX equipment. OPEX can customize by the selection of software and hardware features that best fit the demands and needs of the Equalis Group Member's particular work. The base OPEX scanner and extractor will be the same as they are considered commercially off the shelf products. However, as OPEX manufactures each machine from order, it allows Members to determine which optional hardware and software features to add to their base OPEX product to best customize the product to their workflow. For example, a Member may require the addition of a external capture arm to capture images of 3D objects to include in the batch being scanned while another Member may have no need of this extranal capture arm customization. Additionally, we offer the flexibility for most (but not all) equipment options to be added to the equipment after the original sale. So, if a Member's needs were to change, in most cases they can easily add this functionality by purchasing that "option".

3.1.4. **Differentiators.** Describe what differentiates your company's products and services from your competitors.

OPEX is the only company offering a one-touch process of a high speed scanner and a fully integrated extractor in a single unit. For this reason, OPEX would struggle to identify competitors. OPEX is the sole source manufacturer of the integrated Falcon+/FalconV+ and Model 72. Additionally, OPEX provides direct, on-call sole source service on all products providing customers the full scope of service for their one-touch OPEX products.

3.1.5. **Integration.** Describe your integration capabilities, if any, with other mailroom-related technologies.

While OPEX FalconV+ and Falcon+ can be used in tandem with other mail opening machines, OPEX recommends integrating the Falcon scanners with the OPEX Model 72 Rapid Extraction Desk for a single one-touch process to open, scan, and sort the Member's media. This OPEX one-touch process is the most effective way to reduce document prep and eliminate the costly document touches or steps in the Member's document imaging process.

Furthermore, OPEX has a rich history of working with a large variety of back-end software providers and integrators. The OPEX scanner's proprietary CertainScan software can be used to create an output file that best suits the needs of a Member's back-end process. The use of OPEX's Professional Services can help Members to best meet integration needs with other mailroom-related technologies and providers.

3.1.6. **Replacement Parts.** Describe your organizations approach to stocking replacement parts and supplies and how quickly you are able to fill orders for those items.

To minimize downtime and expedite repairs, OPEX normally stock the parts required for servicing the OPEX products in close proximity to the equipment site. In the instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means at no additional cost to the Customer as long as they have a standard on-call maintenance contract with OPEX. In some instances, if a part is critical to the Customer's operation, it can be shipped on the next available flight from Philadelphia International Airport.

Additionally, at no additional cost to the customer, OPEX **may** maintain a locked spare parts cabinet physically at a Customer site which will only be accessible by the OPEX personnel. The spare parts cabinet will maintain an inventory of parts that are normally and/or routinely used for the OPEX products as reasonably determined by OPEX.

3.2. Turnkey Capabilities

3.2.1.	Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.
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OPEX is the sole source manufacturer and service provider for the OPEX products. OPEX can help Members determine which unique value-added software and hardware options to add to the OPEX scanner for their best workflow improvements. OPEX will often work with a customer ahead of a proposal to do a workflow analysis on the customer's current process in order to recommend the proper optional features that best suit the customer's needs. Additionally, OPEX provides delivery and installation of the OPEX product. This will include assessing the site prior to delivery, thorough installation, and continued sole source on-call maintenance services should the customer choose. Lastly, OPEX scanners include OPEX's proprietary CertainScan software which helps to provide data outputs per the specifications and needs of a Member's back-end process.

3.3. Installation

3.3.1.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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The purchase price of the OPEX Product(s) includes installation of the Products at the Customer site. The OPEX representatives will begin the process of installing the OPEX Products immediately following delivery. The process for installing the OPEX Products shall take approximately three (3) to five (5) consecutive business days after delivery for up to six (6) machines. For purchases that result in more than six (6) machines being delivered at one time, OPEX will provide the installation timeline at the site walk through prior to delivery. Installation included with the purchase price will be completed during OPEX's standard service hours: Monday through Friday, 7AM-3PM, site local time, excluding OPEX holidays.

3.3.2.	Installers. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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OPEX's service team installs the OPEX products.

3.3.3.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.
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OPEX is the OEM for the OPEX products and the sole source service provider. All service technicians (individuals who install and service the OPEX Equipment) are trained by OPEX on the exact equipment they are servicing and installing. Being the OEM allows OPEX to hold the proprietary information regarding the equipment and use that to benefit the education, training, and certifying of the OPEX technicians on the various OPEX equipment. Technicians take training on each machine, must pass a rigorous test and do hands on training along side other technicians prior to working on their own with the OPEX equipment.

3.3.4.	Cost of Installation. Is the cost of installation included in the product price offered to Equalis Group Members?
Installation of the OPEX Product is included with the purchase of the product.	

3.4. Other Services

3.4.1.	Training. If yes, provide a description of the training services offered. <i>Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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The purchase price of the OPEX product includes standard operator training at the Customer site. The OPEX representatives will begin the process of training Customer’s personnel immediately following installation of the OPEX products and shall continue for up to two (2) consecutive business days. Additionally, OPEX offers refresher training classes to the end-user for the life of the product, at no additional cost. These classes shall be scheduled at a time that is convenient for all parties. The Customer shall provide a sufficient amount of media that will be needed in order for OPEX to conduct operator training.

OPEX also has a specialized administrative training for the CertainScan software on the OPEX Falcon+ and FalconV+. CertainScan Administrative Training is designed to train a customer’s “Administrator” or Super User on the CertainScan software and support details on the OPEX Falcon series of scanners. The training includes details of software and machine parameters. Training will include detailed instructions for how to set up page types, jobs, and operators on the OPEX scanner.

These training classes are recommended for customers who have purchased an OPEX scanner for use in their own sites and need an individual with a higher level of software proficiency. It is not operator training which comes included with the purchase of the OPEX product. This class is to teach highly specialized software theory and other details regarding optimizing the scanners’ functions.

CertainScan Admin Training is held at OPEX’s World Headquarters in Moorestown New Jersey. Each class takes place over a 3.5 day period beginning on a Tuesday morning and ending on a Friday near noon. Travel and meal expenses are not included in the cost of training.

3.4.2.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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On-Call Maintenance Service

OPEX’s on-call maintenance program includes all labor and replacement parts excluding consumable items (i.e., toner, ink cartridge, paper, etc.) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition. The on-call maintenance program is divided into two (2) parts: Preventive Maintenance Calls and Demand Calls, as detailed below and are to be performed at the Customer’s site. On-call maintenance services shall be provided in accordance to our then current maintenance agreement. All services will be provided directly and physically at Customer’s equipment site.

OPEX has included a copy of the on-call master maintenance agreement under this Attachment A.

Preventive Maintenance Calls: OPEX shall provide regular schedule of preventative maintenance (PM) calls for the products on an annual basis. Performance of each PM shall be completed at the date/time that is agreeable to Customer and OPEX, during the contracted on-call coverage hours. The FalconV+ and Falcon+ receives six (6) PM per year and the Model 72 receives twelve (12) PM per year.

Demand Calls: Customer will also have unlimited demand calls during the contracted service coverage period. When Customer calls for a demand call, OPEX's service technician will exert all reasonable efforts to arrive at the equipment site within four (4) hours, from the inception of the call, during OPEX's standard hours of coverage of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Contracted Hours of On-Call Coverage: OPEX's standard contracted hours of on-call coverage are from 7 AM – 3 PM, site local time, Monday through Friday, excluding OPEX holidays.

Response Time: To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within four (4) hours from the time the call is placed, during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

OPEX observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, the specific OPEX holiday will be observed on the dates observed by the Federal government and/or by OPEX.

Parts: OPEX is the Original Equipment Manufacturer (OEM) therefore only new standard parts or parts of equal quality shall be used in providing Maintenance Service. To minimize downtime and expedite repairs and when an OPEX customer purchases an annual service contract, OPEX normally stocks the parts that are required more often in areas near the customer's equipment site. In the rare instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means, at no additional cost to the customer.

Upgrades, Updates and/or Enhancements: For the OPEX products, OPEX shall provide all applicable updates (excluding Windows based updates/patches) to Customer at no cost if these updates are provided to OPEX's other similarly situated users also at no cost. As such, any and all upgrades (including without limitation software and/or operating system upgrades), enhancements, or engineering changes which are offered at an additional cost shall also be made available to Customer according to OPEX's published rates and terms then in effect. Any Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the PC installed on the OPEX equipment as determined solely and exclusively by the Customer. OPEX's maintenance services for the OPEX equipment does not include the maintenance and/or implementation of any Windows based updates and/or patches.

Remote Maintenance Service

Some site locations may be designated as remote due to their physical distance from other contracts and/or technician territories. Remote Maintenance is provided with the same type of on-call service as described above however, the response time is extended and then number of PMs may be adjusted based on the location and number of equipment. For sites designated as Remote Maintenance, Equalis Group Members will want to engage in conversation with OPEX's Account Executive and Regional Service Manager to determine the response time and number of service calls annually for that contract.

Preventive & Demand Maintenance Calls:

On a remote contract, a Preventive Maintenance Call may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, OPEX's service technician. The remote service contract covers all parts required during the contract year, plus labor for the contract established number of service calls. All remote service calls in excess of the contract established number of service calls shall be billed based on an hourly rate, plus mileage. These items are specific to the ship to location. Should the location of the equipment change, the number of service calls is subject to change. Remote Contract service calls will be completed during OPEX's standard hours of coverage: 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

The 2021 weekday hourly rate is [REDACTED] portal to portal, plus \$0.39 per mile, with a two (2) hour minimum charge per Billable service call. The billing rate is subject to change upon renewal.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Contracted Hours of On-Call Coverage: OPEX's standard contracted hours of on-call coverage are from 7 AM – 3 PM, site local time, Monday through Friday, excluding OPEX holidays.

Response Time: To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within the remote contract established response time (varies based on location of the remote site and will be determined by OPEX and the Equalis Group Member prior to purchase), during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

OPEX observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, the specific OPEX holiday will be observed on the dates observed by the Federal government and/or by OPEX.

Parts: OPEX is the Original Equipment Manufacturer (OEM) therefore only new standard parts or parts of equal quality shall be used in providing Maintenance Service. To minimize downtime and expedite repairs and when an OPEX customer purchases an annual service contract, OPEX normally stocks the parts that are required more often in areas near the customer's equipment site. In the rare instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means, at no additional cost to the customer.

Upgrades, Updates and/or Enhancements: For the OPEX products, OPEX shall provide all applicable updates (excluding Windows based updates/patches) to Customer at no cost if these updates are provided to OPEX’s other similarly situated users also at no cost. As such, any and all upgrades (including without limitation software and/or operating system upgrades), enhancements, or engineering changes which are offered at an additional cost shall also be made available to Customer according to OPEX’s published rates and terms then in effect. Any Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the PC installed on the OPEX equipment as determined solely and exclusively by the Customer. OPEX’s maintenance services for the OPEX equipment does not include the maintenance and/or implementation of any Windows based updates and/or patches.

The service price listed in this proposal includes 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.

3.4.3.	Other Services. Describe any other services your organization offers directly associated with your products but has not been addressed in the RFP.
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OPEX has included all applicable service within our response to Equalis Group’s RFP and has no additional services to describe here.

3.5. Additional Features

3.5.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance the Program. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
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OPEX is the sole source manufacture of the OPEX products. All of these products are manufactured at OPEX’s world headquarters in Moorestown, NJ (Made in the USA). Additionally, since 2012 OPEX operates these facilities on a net-zero grid. We use 100% solar energy for the manufacturing of our equipment.

For the OPEX products, OPEX shall provide all applicable updates (excluding Windows based updates/patches) to Equalis Group Members at no cost if these updates are provided to OPEX’s other similarly situated users also at no cost. As such, any and all upgrades (including without limitation software and/or operating system upgrades), enhancements, or engineering changes which are offered at an additional cost shall also be made available to Equalis Group Members according to OPEX’s open market published rates and terms then in effect. Please note, any Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the PC installed on the OPEX equipment as determined solely and exclusively by the Customer. OPEX’s maintenance services for the OPEX equipment does not include the maintenance and/or implementation of any Windows based updates and/or patches.

3.6. Additional Offerings

3.6.1.	<p>Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats</u>.</p>
<p>OPEX does not have additional capabilities to offer that isn't within our response here or available via open market purchase from OPEX.</p>	

3.7. Warranty

3.7.1.	<p>Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p>
<p>OPEX's standard equipment warranty terms and conditions are attached to this Attachment A. All the OPEX products include a thirty (30) calendar day warranty period which will commence upon delivery to the Equalis Group Member's equipment site. As part of the thirty (30) calendar day warranty period, OPEX will provide labor and on-call maintenance services at no additional cost to the Equalis Group Member for the duration of the 30 day warranty period, during the standard hours of 7 AM to 3 PM, site local time, Monday through Friday, excluding OPEX holidays. For reference purposes, OPEX observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, the specific OPEX holiday will be observed on the dates observed by the Federal government and/or by OPEX.</p> <p>The notable features of OPEX's warranty service program are that we are the sole authorized source for parts and service on its equipment. Through OPEX's vast and comprehensive National Service Organization, we have continuously provided services on the OPEX products to customers located throughout the U.S. To effectively support OPEX equipment, we utilize proprietary service diagnostic software covered by various patents and copyrights which are owned by OPEX. OPEX has not released or licensed this software to third parties.</p> <p>Additionally, all technicians are OPEX employees, not subcontractors. They have undergone rigorous training in the field and in the classroom and receive ongoing product education on a routine basis. Knowledge, support and a dedication to customer satisfaction make OPEX service the best in the industry.</p> <p>All service is dispatched from the OPEX's World Headquarters located in Moorestown, New Jersey. OPEX's service technicians servicing the equipment, however, are located in the local area. Therefore, receiving "local" service is not an issue.</p> <p>Lastly, OPEX utilizes proprietary service diagnostic software to service the OPEX products which is covered by various patents and copyrights that are owned solely by OPEX. As such, we have not released or licensed this diagnostic software to third parties.</p> <p><u>OPEX Purchase Warranty</u></p>	

OPEX warrants that it owns the equipment and that it will transfer good title to the Customer. OPEX further warrants that it shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to the purchaser for thirty (30) days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7:00 AM to 3:00 PM, Monday through Friday, excluding OPEX holidays.

OPEX further warrants that service will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards. All service will be provided by OPEX's National Service Organization, which is a definite benefit of purchasing OPEX equipment

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.

Section 4. Business Operations

4.1. Logistics

4.1.1.	<i>Distribution Capabilities.</i> Describe how Bidder proposes to distribute the products/service nationwide.
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On-Call Maintenance Service

OPEX's on-call maintenance program includes all labor and replacement parts necessitated by normal wear OPEX's on-call maintenance program includes all labor and replacement parts excluding consumable items (i.e., toner, ink cartridge, paper, etc.) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition. The on-call maintenance program is divided into two (2) parts: Preventive Maintenance Calls and Demand Calls, as detailed below and are to be performed at the Customer's site. On-call maintenance services shall be provided in accordance to our then current maintenance agreement. All services will be provided directly and physically at Customer's equipment site.

OPEX has attached a copy of the on-call master maintenance agreement under this Attachment A.

Preventive Maintenance Calls: OPEX shall provide regular schedule of preventative maintenance (PM) calls for the products on an annual basis. Performance of each PM shall be completed at the date/time that is agreeable to Customer and OPEX, during the contracted on-call coverage hours. The FalconV+ and Falcon+ receives six (6) PM per year and the Model 72 receives twelve (12) PM per year.

Demand Calls: Customer will also have unlimited demand calls during the contracted service coverage period. When Customer calls for a demand call, OPEX's service technician will exert all reasonable efforts to arrive at the equipment site within four (4) hours, from the inception of the call, during OPEX's standard hours of coverage of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Contracted Hours of On-Call Coverage: OPEX's standard contracted hours of on-call coverage are from 7 AM – 3 PM, site local time, Monday through Friday, excluding OPEX holidays.

Response Time: To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within four (4) hours from the time the call is placed, during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

OPEX observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, the specific OPEX holiday will be observed on the dates observed by the Federal government and/or by OPEX.

Parts: OPEX is the Original Equipment Manufacturer (OEM) therefore only new standard parts or parts of equal quality shall be used in providing Maintenance Service. To minimize downtime and expedite repairs and when an OPEX customer purchases an annual service contract, OPEX normally stocks the parts that are required more often in areas near the customer's equipment site. In the rare instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means, at no additional cost to the customer.

Upgrades, Updates and/or Enhancements: For the OPEX products, OPEX shall provide all applicable updates (excluding Windows based updates/patches) to Customer at no cost if these updates are provided to OPEX's other similarly situated users also at no cost. As such, any and all upgrades (including without limitation software and/or operating system upgrades), enhancements, or engineering changes which are offered at an additional cost shall also be made available to Customer according to OPEX's published rates and terms then in effect. Any Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the PC installed on the OPEX equipment as determined solely and exclusively by the Customer. OPEX's maintenance services for the OPEX equipment does not include the maintenance and/or implementation of any Windows based updates and/or patches.

Remote Maintenance Service

Some site locations may be designated as remote due to their physical distance from other contracts and/or technician territories. Remote Maintenance is provided with the same type of on-call service as described above however, the response time is extended and then number of PMs may be adjusted based on the location and number of equipment. For sites designated as Remote Maintenance, Equalis Group Members will want to engage in conversation with OPEX's

Account Executive and Regional Service Manager to determine the response time and number of service calls annually for that contract.

Preventive & Demand Maintenance Calls:

On a remote contract, a Preventive Maintenance Call may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, OPEX's service technician. The remote service contract covers all parts required during the contract year, plus labor for the contract established number of service calls. All remote service calls in excess of the contract established number of service calls shall be billed based on an hourly rate, plus mileage. These items are specific to the ship to location. Should the location of the equipment change, the number of service calls is subject to change. Remote Contract service calls will be completed during OPEX's standard hours of coverage: 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

The 2021 weekday hourly rate is [REDACTED] portal to portal, plus [REDACTED] with a two (2) hour minimum charge per Billable service call. The billing rate is subject to change upon renewal.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Contracted Hours of On-Call Coverage: OPEX's standard contracted hours of on-call coverage are from 7 AM – 3 PM, site local time, Monday through Friday, excluding OPEX holidays.

Response Time: To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within the remote contract established response time (varies based on location of the remote site and will be determined by OPEX and the Equalis Group Member prior to purchase), during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

OPEX observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, the specific OPEX holiday will be observed on the dates observed by the Federal government and/or by OPEX.

Parts: OPEX is the Original Equipment Manufacturer (OEM) therefore only new standard parts or parts of equal quality shall be used in providing Maintenance Service. To minimize downtime and expedite repairs and when an OPEX customer purchases an annual service contract, OPEX normally stocks the parts that are required more often in areas near the customer's equipment site. In the rare instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means, at no additional cost to the customer.

Upgrades, Updates and/or Enhancements: For the OPEX products, OPEX shall provide all applicable updates (excluding Windows based updates/patches) to Customer at no cost if these updates are provided to OPEX's other similarly situated users also at no cost. As such, any and all upgrades (including without limitation software and/or operating system upgrades), enhancements, or engineering changes which are offered at an additional cost shall also be made available to Customer according to OPEX's published rates and terms then in effect. Any Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the PC installed

on the OPEX equipment as determined solely and exclusively by the Customer. OPEX's maintenance services for the OPEX equipment does not include the maintenance and/or implementation of any Windows based updates and/or patches.

If Member Does Not Purchase Service

The service price includes OPEX CertainScan and Optional features annual licensing. 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.

4.1.2.	<i>Distribution Centers.</i> Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.
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OPEX is the sole manufacturer of the products and is solely responsible for its distribution into the marketplace. OPEX's Moorestown, New Jersey World Headquarters features more than 250,000 square feet of engineering, manufacturing, warehouse, product assembly and office space. OPEX also maintains state-of-the-art manufacturing facilities (an additional 200,000+ square feet) in Pennsauken, New Jersey. Additionally, OPEX continues to bolster its international presence with offices in the U.K., France, Germany, and Australia.

All OPEX products are manufactured and/or assembled at our Moorestown, New Jersey facilities and are shipped from Moorestown, NJ upon product completion.

OPEX also has a direct Sales Department that oversees the sale of products throughout the United States and the structure of OPEX's Sales Department consists of:

Account Executive

The primary point of contact is provided by the Account Executive for a geographic region, based on the location of the equipment. He or she can be reached at 856-727-1100. The Account Executive is responsible for overseeing equipment installation and providing operator training. Problems or concerns should immediately be directed to the Account Executive, who assumes primary responsibility for ensuring the success of the project.

National Sales Manager

The National Sales Manager role is held by three different OPEX representatives and is divided into three territories (East, Midwest and West) and each Sales Manager may make periodic visits to the equipment site to inspect machine performance and ensure customer satisfaction. In the event that the Account Executive is unavailable (or if a customer is dissatisfied with the performance of the Account Executive), the National Sales Manager assumes direct control of the project.

Director of Sales

The Director of Sales, DMA is responsible for the direct sales effort in the US and Canada. As part of assuming this role, the Director of Sales is eminently familiar with all aspects of OPEX Sales and Service, thus qualifying him to handle the unique oversight responsibilities required of the OPEX Sales organization.

4.1.3.	<i>Supply Chain.</i> Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
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OPEX is the sole manufacturer of the product and is solely responsible for its distribution into the marketplace. OPEX equipment is manufactured and/or assembled in Moorestown, NJ by OPEX employees. Subsequently, all products are shipped from our Moorestown, NJ facilities and are installed at a customer site by OPEX's national service organization whom are direct employees of OPEX.

Additionally, OPEX is also the sole authorized source for parts and service on its equipment. No third party has been authorized to act on behalf of OPEX regarding OPEX warranty service or maintenance support. Warranty claims and end user maintenance requests are handled exclusively by service technicians who are direct employees of OPEX's national service organization.

Lastly, regarding the shipment of OPEX products, we will either use a third party logistics organization to ship the products or use an OPEX owned truck, driven by an OPEX employee to deliver the OPEX products.

4.1.4. **Fill Rates.** Provide fill rates and average delivery timeframes met by specific distribution centers.

OPEX does not inventory the equipment which are manufactured and/or assembled upon receipt of a firm equipment purchase order. As such, the current shipment timeline is between 90 to 120 calendar days after OPEX's receipt of a firm equipment purchase order.

4.1.5. **On Time Delivery Rate.** Provide your average on-time delivery rate.

OPEX does not inventory products and only builds machines upon acceptance of a firm order. The current lead time for production of equipment is approximately 90 days. The average timeframe for delivery is 5 business days after shipment depending on location of the customer, weather conditions and other factors that cannot be controlled by OPEX. A shipment timeframe is typically provided within 2-3 weeks from acceptance of a firm order, and OPEX provides notifications and updates of any changes to that schedule along the way.

4.1.6. **Expedited Orders.** Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.

Throughout our 45 plus years of services on the OPEX products, when our customers request for additional service hours in addition to the standard service coverage period for a fixed limited period of time (i.e., extending the period from 7 – 3 to 7 AM to 7 PM, M-Friday for a period of 2-4 weeks), OPEX has consistently been able to provide these additional services and typically, the OPEX customer would provide 2 to 4 weeks advance notice to OPEX's Regional Service Manager. This also extends to providing service coverage on an OPEX holiday and/or weekend (Saturday/Sunday). We do request the customer provides around 30 days advance notice.

Based on the structure of OPEX's annual comprehensive service program including the rigorous routine maintenance service schedule, remedial maintenance calls can be minimized. Additionally and depending on the type of documents that are being processed on the OPEX products and/or hours that the OPEX customer's processing site may be operating under, the customer has the option to extend the coverage hours in accordance with the terms of OPEX's maintenance service agreement. Please note the type of services that can be purchased (standard on-call or remote on-call) is based on the equipment location which will need to be discussed with OPEX's Sales and Service Departments around the time OPEX presents a proposal to the applicable Equalis Group Member.

Regarding expedited parts for services: to minimize downtime and expedite repairs, OPEX normally stock the parts required for servicing the OPEX products in close proximity to the equipment site. In the instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means at no additional cost to the Customer as long as they have a standard on-call maintenance contract with OPEX. In some instances, if a part is critical to the Customer's operation, it can be shipped on the next available flight from Philadelphia International Airport.

Additionally, at no additional cost to the customer, OPEX **may** maintain a locked spare parts cabinet physically at a Customer site which will only be accessible by the OPEX personnel. The spare parts cabinet will maintain an inventory of parts that are normally and/or routinely used for the OPEX products as reasonably determined by OPEX.

Regarding the shipment of OPEX products and as stated in OPEX's response under Section 4.1.5 above, OPEX manufactures and/or assembles the OPEX products following receipt of a firm equipment purchase order. As such, our standard shipment timeframe ranges from 90-120 calendar days after receipt of a firm order. Subsequently, if an Equalis Group Member informs OPEX that they need to submit an emergency equipment purchase order, then we, in good faith, will exert all commercially reasonable efforts to work directly with the Member to provide an estimated shipment timeframe, based on OPEX's then current production schedule.

4.2. Customer Service

4.2.1.	Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
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OPEX's national service organization is the largest and most comprehensive service organization in the industry. All technicians are OPEX employees, not subcontractors. They have undergone rigorous training in the field and in the classroom, and receive ongoing product education on a routine basis. Knowledge, support and a dedication to customer satisfaction make OPEX service the best in the industry.

All service is dispatched from the OPEX's World Headquarters located in Moorestown, New Jersey. OPEX's service technicians servicing the equipment, however, are located in the local area. Therefore, receiving "local" service is not an issue. A definite advantage of OPEX's national service organization is that coverage will always be available during the contracted hours for service. Equalis Group Member need not make any "special" arrangements because if an OPEX technician is sick or schedules a vacation, OPEX covers those situations. OPEX is careful not to overstaff unnecessarily. However, OPEX's personnel planning also makes allowances for adequate coverage in the event that a technician is unavailable for any reason.

OPEX has a toll-free telephone line available 24/7 that customers can use to request service response. To request service, simply call [REDACTED]. The toll-free telephone line is staffed by members of OPEX's Communications Department all of whom are direct employees of OPEX, located at our Moorestown, New Jersey facilities. Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within the contractually agreed to response time, during the contracted hours of coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays. Please note all services are performed directly and physically at the customer's site. OPEX does not provide telephone and/or web based technical support.

Please refer to OPEX's response under Section 4.1.1 above regarding OPEX's national service organization structure. As noted in several responses within this Attachment A, OPEX is the sole authorized source for parts and service on its equipment. Subsequently, the parts are shipped from our World Headquarters located in Moorestown, New Jersey.

Lastly, OPEX’s annual maintenance service program (standard on-call or remote on-call) includes parts (excluding consumable items), travel and labor. To minimize downtime and expedite repairs, OPEX normally stocks regularly used parts required for servicing in areas near the customer’s equipment site. In the instances where a part is required that is not stocked by OPEX technicians, it is shipped **overnight** via United Parcel Service or via another expeditious means from OPEX’s Moorestown, New Jersey facilities, at no additional cost to the Equalis Group Member that have purchased an annual OPEX maintenance service contract.

4.2.2.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
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If there are problems or concerns regarding the products, and if these concerns require escalation within OPEX DMA, the following “chain of responsibility” can be followed:

Service concerns can be escalated as follows:

Service Technician → Regional Service Mgr. → National Service Manager → Director of Field Service, DMA → President, Document & Mail Automation (DMA)

Sales concerns can be escalated as follows:

Account Executive → National Sales Mgr. → National Sales Director, DMA → President, Document & Mail Automation (DMA)

Notwithstanding the personnel “chains” outlined above, an OPEX customer may feel free to contact any member of OPEX Management if there is ever any concern or problem regarding OPEX’s performance on the OPEX products or the performance of OPEX under the terms of the maintenance contract.

4.2.3.	Product Returns. Describe your product return policy and procedures.
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Please refer to OPEX’s product purchase warranty terms regarding the available remedies that are available to the Equalis Group Member in the event OPEX breaches its warranty obligations as set forth therein.

4.3. Order & Invoice Processing; Payment

4.3.1.	Purchasing Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and resellers.
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Products and services will be available for purchase directly through OPEX as the single point of contact. OPEX’s Sales Proposal that will be presented to the Equalis Group Member will include information on returning a signed copy of the Proposal to OPEX

4.3.2.	Order Process. Describe your company’s proposal development and order submission process.
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OPEX Account Executives will meet with each Equalis Group Member to determine the appropriate product type, quantity and configuration to suit the Member's needs. Then OPEX will issue a Proposal for the proposed equipment with the recommended options and quantity which will also include the purchase fees, applicable first year's maintenance service fees and/or applicable software use license fees as well as purchase, service and/or license terms. Following the Member's review of the Proposal, the Member can then either return a signed copy of the Proposal or issue their own purchase order for the equipment, based on the terms set forth in the Proposal. Submission of such documentation will serve as a firm equipment purchase order and can be sent to OPEX by email, facsimile and/or mail.

4.3.3. **Invoice Process.** Describe your company's invoicing process.

OPEX's Accounting Department includes various billing coordinators and OPEX's billing coordinator(s) will issue an individual invoice for the purchase of the equipment, per customer shipment location and will issue a separate invoice for the maintenance service and/or applicable software license fees prior to the conclusion of the equipment's 30 day warranty period. Additionally, an annual invoice for each renewal term for the maintenance service will be issued 30 days prior to the expiration of the applicable annual billing period, per equipment location. OPEX's Accounting Department can email a PDF copy of the invoice to the customer's designated representatives and/or mail a copy of the invoice via USPS, as requested by the customer.

4.3.4. **Payment.** What are your standard payment terms? What methods of payment do your company accept?

For the purchase of products, OPEX's standard payment terms are net thirty (30) days from the date of delivery. For the purchase of services, OPEX's standard payment terms are net thirty (30) days from the date the invoice is issued. Acceptable forms of payment are check, ACH, and wire transfer.

4.3.5. **Financing.** Does your company offer any financing options or programs? Yes No

OPEX only offers a third-party financing program through AmeriCorp Capital, Inc. Please refer to OPEX's response under Section 4.3.6 below. OPEX does not offer financing directly to an OPEX customer.

4.3.6. **Leasing.** Does your company offer any leasing options or programs? Yes No

OPEX does offer a third-party leasing program through AmeriCorp Capital Inc. and this program is exclusively administered and managed by AmeriCorp Capital Inc. with an office located at 2655 E. Oakley Park Rd., Suite 204, Commerce Township, MI 48390.

Subsequently, the Equalis Group Member will work directly with AmeriCorp Capital Inc. on completing and executing the required financial documentation. If an Equalis Group Member is interested in receiving lease prices, then OPEX can include both the outright purchase prices and the lease prices and related general lease terms within the OPEX Proposal. Following the Equalis Group Member's review of the lease prices and general lease terms, the Equalis Group Member will need to contact AmeriCorp Capital Inc. directly regarding the process for obtaining credit approval and completing the lease documentation, as required by AmeriCorp. Please note all the required lease documentation will need to be completed by and between the Equalis Group Member and AmeriCorp Capital Inc. before OPEX can deliver the new equipment.

For background purposes, various OPEX customers have worked directly with AmeriCorp Capital Inc. on various leasing arrangements for more than ten (10) years. We also want to inform Equalis Group that the inclusion of leasing information AmeriCorp Capital Inc. in this response and/or in an OPEX Proposal to an Equalis Group Member is not an

indication that OPEX promotes and/or recommends the use of this leasing company, or any particular leasing company. As such, any Equalis Group Member that is interested in entering into a third party leasing transaction can work directly with the entity of their choice.

4.4. Members Contracting for Services

4.4.1.	Customer Set Up. Once an Equalis Group Member decides to accept your company’s proposal for services as described in this RFP, what is the process for the Member to become a customer?
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Upon OPEX’s receipt of the Equalis Group Member’s signed copy of the OPEX proposal which will serve as a firm equipment purchase order or a firm equipment purchase order based on the terms set forth in the OPEX proposal, OPEX will then create the customer account internally. Please note OPEX can accept the signed OPEX proposal by email, facsimile or mail. Shortly upon receipt of the firm equipment order or signed OPEX proposal, OPEX’s Account Executive will provide confirmation to the applicable Equalis Group Member regarding the firm order.

4.4.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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OPEX does have standard purchase and maintenance agreements which have been attached for your reference. If any changes to those standard agreements are required, OPEX’s Legal Department includes several attorneys and an OPEX attorney will work directly with the customer to discuss and negotiate the agreement. Since OPEX has several in-house attorneys, we typically review, negotiate and finalize any customer requested contract terms and/or requirements within a reasonable timeline, based on both parties’ availability to evaluate and discuss these matters.

4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1.	Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.
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SINCE 2012, OPEX HAS DERIVED 100% OF ITS ENERGY FROM SOLAR

At OPEX, stewardship has always been important to us. A steward is a caretaker who has been entrusted by the owner to guard and invest what has been given through careful use of time, talent, and wisdom to improve its worth. We are also conscious of our need to be good stewards of the world. In April of 2012, we took a major step to become one of the largest commercial companies in New Jersey to meet all of our electrical power needs through the use of solar panels. Our goal was to operate our facilities on a net-zero grid, and we succeeded. Listen to Jonathan Stevens, Director of OMATION, give more insight to how OPEX is green at <https://www.opex.com/sustainability/>

Moving forward in the 21st century, OPEX is conscience of two crucial business practices. We are desirous of being good stewards of the environment and conscience of ethical manufacturing business practices. We would like our customers to know two ways that we've addressed these goals. OPEX has made the move to acquire 100% of the electricity required to operate our Moorestown, New Jersey headquarters from solar energy.

OPEX has strategically placed solar panels on our properties in order to produce electricity each year. At OPEX's World Headquarters located in Moorestown, NJ, OPEX has two combined facilities of nearly 250,000 sf on 25 acres. Solar arrays were installed by H2 Construction in parking pavilion structures, field array, and rooftop systems. These systems include:

Generation - 2,772,249 kW DC solar PV system generated yearly

Solar Modules – 8,372: Total solar panels 250 Watt Canadian Solar

Inverters – Four Satcon 500 Kw Solstice Inverters

Rooftop Racking System - Solar Grid Lite2 ballasted

- ❖ 2: GE[®] electric vehicle charging stations
- ❖ 2,648: panels on 835 rooftop system
- ❖ 1,488: panels on 305 rooftop system
- ❖ 3,040: panels in the field array
- ❖ 608: panels on 835 parking pavilions
- ❖ 588 panels on 305 parking pavilions
- ❖ PV surface area 82,000 sq. ft.
- ❖ 259: Homes powered each year
- ❖ 3,620,557: Pounds of CO₂ emissions reduced annually
- ❖ 1,702: Barrels of oil *not* consumed each year
- ❖ 6,810,584: Pounds of coal *not* burned annually
- ❖ 184,318: Gallons of gasoline saved from consumption

By switching to solar energy, OPEX is now a net-zero user of electricity at our Moorestown, NJ facilities. The energy produced by the solar systems is used by OPEX for its manufacturing and distribution operations and administrative offices

OPEX has a second location with two facilities for production in Pennsauken, NJ. At these locations, OPEX has also worked to increase solar power to assist electrical use in the combined 225,000 sf locations on 12 acres. Rooftop solar array was installed by GE Solar Live in January 2018. The specifications of these systems includes:

Generation - 1,591.2 kW DC solar PV system generated yearly

Solar Modules - 3,978 LG 400 KW A5 Monocrystalline N Type

Inverters - 39 Solaredge Inverters

Optimizers - 1991 Solaredge Power Optimizers


Racking System - Solar Grid Lite 2 ballasted

Total Yearly Output: 4.3 Megawatt hours or 4,300,000 Kwh

A megawatt is equivalent to one million watts. A megawatt hour (Mwh) is equal to 1,000 kilowatts of electricity used continuously for one hour.

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	<p>Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.</p>
	
5.1.2.	<p>Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>
<p>OPEX's direct sales force consists of three regions. All three regions are led by the National Sales Direct along with three (3) National Sales Managers (one for each of the three regions). Each region consists of five (5) Account Executive that are territory based. The eastern region includes one (1) Canadian based Account Executive, so there will be a total of fourteen (14) Account Executives covering the US territories which applies to this contract. If OPEX is awarded this bid, then we will supply to Equalis the names and contact information of Accounting Executives and National Sales Manager that oversee OPEX's sales transactions within the US.</p> <p>The OPEX sales organization is supported by various departments within OPEX which include (but is not limited to: legal, accounting & finance, field services, technical support, and professional services to assist in various customer requests and needs connected to the sales offerings. All of these employees are in-house resources.</p>	

5.2. Contract Implementation Strategy & Expectations

5.2.1.	<p>Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>
<p>OPEX is really excited about the opportunity to obtain a contract with Equalis. We have had some success at the state and local public sector levels over our 45 plus year history. It is our desire to win even more business here by leveraging this contract. Additionally, it is our desire to win more business at the Federal level inside of the public sector. It is also our desire to make the purchasing process much easier for these public sector entities by providing a vehicle for purchase other than their traditional way of purchasing through RFP or Sole Source. Should we be awarded</p>	

this contract OPEX would deploy this as a purchasing vehicle to our entire direct sales team so they can begin to leverage this right away.

Our Strategy will be a 3-prong approach:

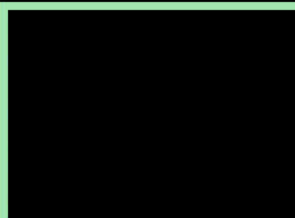
- (1) Receive award of this RFP by the Equalis Group and to work with you in expanding our ability to sell the offered products and services to governmental entities.
- (2) Increase our marketing to this vertical market, and
- (3) Work with Equalis Group on providing information on OPEX's one-touch document imaging solution that can digitize mail contents right in the mailroom, scan high volume of documents, and/or remittance processing solution. Additionally, provide information on OPEX's cost-effective extraction desk device (the OPEX Model 72) for mail extraction applications. In calendar year 2020, various counties purchased and used the Model 72 to open ballots as a component of the counties' Vote By Mail opening process which is another area OPEX is very interested in pursuing. More specifically, we want to continue the discussion with various governmental entities on how the opening and extraction of ballots can drastically reduce the time and resources needed for these entities to manage their Vote by Mail process. We are confident OPEX can achieve these goals by working with Equalis Group and with the Equalis Group Members.

Note: Please refer to the answers in Sections 2.4.2 and 2.4.3 for revenue percentages.

5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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If this government agency represent new business, yes.

5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?
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Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment D – Model Administration Agreement</u> .	<input type="checkbox"/> Agree <input checked="" type="checkbox"/> Negotiate
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OPEX would like to propose the following bifurcated administrative fee structure:

6.1.2.	<p><i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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OPEX can meet this requirement if necessary. However, OPEX would like to change the reporting frequency to quarterly or every two months. Depending on the volume of orders, monthly reporting may not be necessary.



TO: Equalis Group
DATE: February 25, 2021

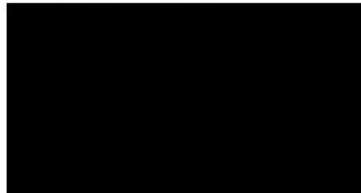
OPEX Corporation manufactures and services mail-processing equipment. In business since 1973, owned and operated by Albert, Mark and David Stevens, the company continues to grow in the U.S. and abroad (including Canada, Europe, and Asia).

CORPORATE HEADQUARTERS: 305 Commerce Drive
Moorestown, NJ 08057-4234
Phone: (856) 727-1100
Fax: (856) 727-1955

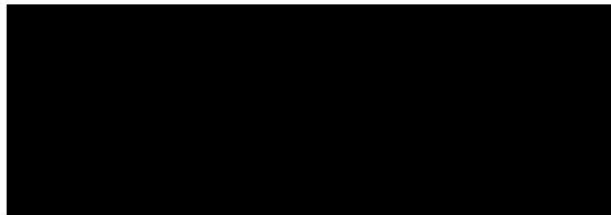
FEDERAL ID #: 22-2013892

DUNS #: 06-738-0386

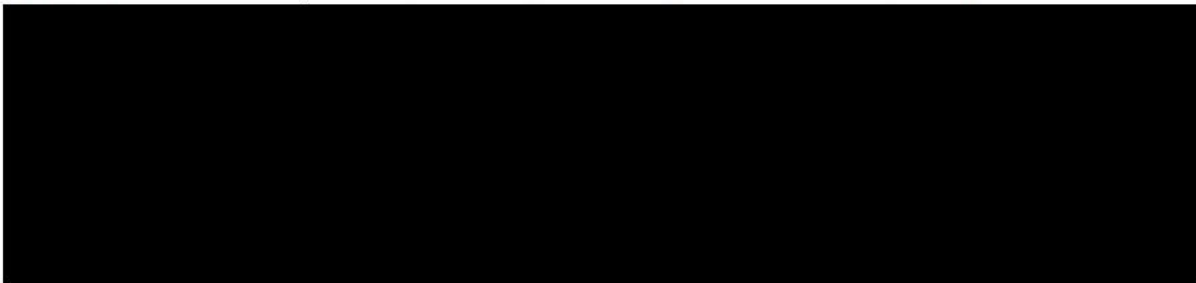
BANK REFERENCE:



For Credit Information please send or fax a copy of this release to:



CREDIT REFERENCES:



Any further financial questions can be directed to:



Standard Warranty Terms

Maintenance Service Warranty

OPEX warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

Purchase Warranty

OPEX warrants that it owns the equipment and that it will transfer good title to the Customer. OPEX further warrants that it shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to the purchaser for thirty (30) days commencing from the date of delivery. Labor **during the warranty period is limited to OPEX's standard maintenance hours, 7:00 AM to 3:00 PM, Monday through Friday, excluding OPEX holidays.**

OPEX further warrants that service will be performed in a good and workmanlike manner, based upon **commercially reasonable practices and standards. All service will be provided by OPEX's National Service Organization, which is a definite benefit of purchasing OPEX equipment**

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <div style="background-color: black; width: 100%; height: 40px;"></div>	CONTACT NAME	<div style="background-color: black; width: 100%; height: 15px;"></div>	FAX (A/C, No) 215-525-0234	
	PHONE (A/C, No, Ext)	<div style="background-color: black; width: 100%; height: 15px;"></div>		
	E-MAIL ADDRESS	<div style="background-color: black; width: 100%; height: 15px;"></div>		
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A	<div style="background-color: black; width: 100%; height: 15px;"></div>		
	INSURER B	<div style="background-color: black; width: 100%; height: 15px;"></div>		
INSURER C	<div style="background-color: black; width: 100%; height: 15px;"></div>			
INSURER D	<div style="background-color: black; width: 100%; height: 15px;"></div>			
INSURER E	<div style="background-color: black; width: 100%; height: 15px;"></div>			
INSURER F	<div style="background-color: black; width: 100%; height: 15px;"></div>			

COVERAGES **CERTIFICATE NUMBER: 705512289** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB6-Z51-290099-070	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 700,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg			AS7-Z51-290099-030	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PD Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TH7-Z51-290099-080	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC5-Z51-290099-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <div style="background-color: black; width: 100%; height: 100px;"></div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

OPEX CORPORATION
6652160000

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on September 27, 1973.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*NATIONAL REGISTERED AGENTS, INC. OF NJ
820 BEAR TAVERN RD
WEST TRENTON, NJ 08628*

I further certify that as of the date of this certificate, the following were listed as officers/directors of this business on the last Annual Report filed in this office on September 25, 2020.

CHIEF EXEC. OFFICER (CEO)



*305 COMMERCE DRIVE
MOORESTOWN, NJ 08057*

SECRETARY



*305 COMMERCE DRIVE
MOORESTOWN, NJ 08057*

TREASURER



*305 COMMERCE DRIVE
MOORESTOWN, NJ 08057*

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

OPEX CORPORATION
6652160000



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
6th day of November, 2020*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6112669566

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

MASTER MAINTENANCE AGREEMENT (“Agreement”)
By and between OPEX CORPORATION (“Vendor”) and
Insert (“Customer”)

Following Expiration of the Equipment’s 30 Day Warranty Period / 2021 (“Effective Date”)

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit “A” shall be covered by this Agreement (collectively “Equipment”). Vendor shall furnish “Maintenance Service” (as defined in Paragraph 2.1 below) on Equipment at Customer’s various Equipment “Sites” (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit “A” from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor’s maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit “B.”

1.1.1 Equipment Software License Terms. The Software license terms are provided in Exhibit “C” to this Agreement.

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year (“Initial Term”). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties (“Renewal Term”). Payment by Customer of Vendor’s invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendor’s then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the “Published Specifications” (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer’s expense, subject to Vendor’s then current rates, as a condition of adding the machine to Exhibit “A.”

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor’s equipment operating manuals and other supplementary material (“Published Specifications”) which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts (excluding consumable items) necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor’s Published Specifications, in order to maintain the Equipment in good operating condition (“Maintenance Service”).

2.2 Definition of Customer’s Equipment Site(s). “Site” is defined as the one (1) floor within Customer’s premises specified in Exhibit “A.” Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(l) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor’s Published Specifications (“PM’s”). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications (“Demand Calls”). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor’s service technician.) The minimum number of PM’s and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72	Falcon+/ FalconV+
Demand	unltd	unltd
Preventive Maintenance	12	6

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

2.5 Response Times. Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

2.7 Windows Operating System Updates and/or Patches. For any Equipment that is installed with a Windows® Operating System (OS), any and all Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the computer installed on the Equipment as determined solely and exclusively by Customer. Vendor's Maintenance Service obligations for the Equipment shall specifically exclude the maintenance, management and/or implementation of any Windows based updates and/or patches.

2.8 Restricted Access to Equipment by Vendor. For the avoidance of confusion, all the Equipment will be installed physically at a Site designated by Customer and the Equipment will be used and/or operated exclusively by Customer. As such, the process of accessing and operating the Equipment installed at the Site is determined, controlled and/or managed exclusively by Customer. Furthermore, the process of how the data is transferred once Customer scans its mail and/or its documents using the Equipment is exclusively determined, controlled and/or managed by Customer. Furthermore, Vendor does not remotely and/or physically access, process, transport, transmit, log, gather, archive, receive, exchange, create, and/or store any confidential data that is scanned on the Equipment by Customer. Moreover, and notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to retention, protection, destruction, and access that is scanned on the Equipment by Customer and its personnel.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3.4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Falcon+/FalconV+ Models 72	N/A* N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours. Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon sixty (60) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon sixty (60) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays ("Vendor Holidays"): New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates. When the holiday is on a Saturday or Sunday, the Vendor Holiday will be observed on the dates observed by the federal government and/or by Vendor. Upon request and during the Initial Term and/or Renewal Term(s), Vendor shall provide a list of the annual scheduled dates for the observance of the foregoing holidays. Vendor reserves the right to modify the foregoing Vendor Holidays by providing at least ninety (90) calendar days advance written notice to the Customer.

3.6 "Weekend" Coverage. Upon sixty (60) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to Paragraph 3.3.1 ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (e.g., machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. INTELLECTUAL PROPERTY OWNERSHIP, PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Intellectual Property Ownership. Subject to the terms and conditions of this Agreement, nothing in this Agreement will be construed as granting any intellectual property rights in any of the Technology (as defined in Section 4.2 titled "Technology") to Customer and/or any third party. Additionally, Vendor and Customer each recognizes and agrees that it has no right, title, or interest, proprietary or otherwise, in or to the intellectual property owned or licensed by the other. Furthermore, Customer acknowledges and agrees that any discoveries, inventions, patents, designs, or other rights arising directly or indirectly out of the performance of this Agreement shall be the sole and exclusive property of Vendor.

4.2 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively

"Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.3 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.4 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation

employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration prior to suspending Maintenance Service. Furthermore, Vendor shall have no implied or expressed obligation hereunder to diagnose, troubleshoot, maintain and/or repair Customer's environmental systems (e.g., HVAC), computer networks, computer systems, computer servers or other networks, or items external to the Equipment or not delivered by Vendor.

Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with safe and sufficient access to the Equipment, subject to Customer's reasonable site security policies and procedures;

(b) stores, handles, operates, alters or modifies the Equipment in a negligent manner, otherwise damages the Equipment, or uses the Equipment for purposes other than those set forth in Published Specifications;

(c) fails continuously or repeatedly to provide routine cleaning after being provided notice by Vendor pursuant to Section 1.4 above;

(d) fails continuously or repeatedly to provide a suitable environment with regard to facilities (including without limitation HVAC system, humidity, and/or power) as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery, software, or third-party supplies not covered by this Agreement;

(g) performs maintenance or repairs on the Equipment not authorized in writing by Vendor, or allows a third party not authorized in writing by Vendor to perform the same;

(h) alters or modifies in any way the Equipment safety mechanisms;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications;

(j) fails to install or allow installation of any software updates that are required in order to allow the Equipment to perform in accordance with the Published Specifications;

(k) fails to use follow routine cleaning instructions and/or prohibitions (i.e., use of flammable gases, compressed or canned air) in the process of performing the routine cleaning of the Equipment or if the Equipment is damaged due to fire, water, electrical power loss or disruption, or other external causes or other similar causes; or

(l) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

Any period of suspension or termination referenced shall not relieve Customer of its obligation to make timely payment for the Maintenance Service and/or Software License fees that accrued up to the effective date of termination.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract, tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Notices. Any notices intended for either party under this Agreement shall be sent to:

Vendor:
OPEX Corporation
Attn: Legal Department
305 Commerce Drive
Moorestown, NJ 08057

Customer:

Attn:
Address
Address

8.6 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.7 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.8 Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The

parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.9 Termination. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by delivering to the other party written notice of the intent to terminate at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. If the termination is in part, then Vendor shall credit to Customer any prorated Maintenance Service amounts (excluding annual License fees) which Customer has prepaid with respect to the period from the effective termination date through the end of the applicable prepaid annual billing period of the Renewal Term, and such credit shall apply to future fees incurred by Customer under this Agreement. If this Agreement is terminated in its entirety, then Vendor agrees to refund to Customer the prorated prepaid Maintenance Service amounts(excluding annual License fees) to be calculated from the effective termination date through the end of the applicable prepaid annual billing period of the Renewal Term.

8.10 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit "C;" (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.11 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

Insert ("Customer")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: Insert
- 2) The Equipment covered by this Agreement is located at the following Site(s):

[Insert]
- 3) The Equipment covered by this Agreement includes the machines described below:
 - (a) Machine Description: [Insert]
Serial Number(s): [Insert]
 - (b) Machine Description: [Insert]
Serial Number(s): [Insert]

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")

Insert ("Customer")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Initial Term: [Insert], 2021 – [Insert], 2022			

Total Service Costs (pre-tax)			\$0.00
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**The Software license fee(s) shall be subject to and in accordance with the terms set forth in Exhibit "C" of this Agreement.

EXHIBIT “C” SOFTWARE USE LICENSE TERMS FOR THE EQUIPMENT

The following are the software license terms and conditions (“License”) under which Vendor agrees to grant Customer use of all software programs (“Software”) installed in or operational with the Equipment as identified in the applicable Exhibit “A” and “B” to this Agreement:

1. LICENSE

1.1 License Grant. In consideration for timely annual payment of Vendor’s Software licensing fees, Vendor grants Customer a personal, non-transferable, and non-exclusive right to use the Software. The Software may be used only in connection with the Equipment specified in the applicable Exhibit “A” to this Agreement.

1.2 License Term; Payment. The initial Software license term for the Software provided herein (“Initial Term”) is defined as twelve (12) consecutive months after termination of the Equipment warranty period. Thereafter, the Software license will automatically renew for successive one (1) year terms on the anniversary of the date the License Initial Term began (each a “Renewal Term”). The rates for each Renewal Term shall be based on Vendor’s then current published annual rates. Vendor shall invoice Customer annually in advance for the Software licensing fees. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

2. SOFTWARE OWNERSHIP

All Software (except Software that Vendor licenses from a third party) is a proprietary product of Vendor and is protected by copyright laws and international treaties. Vendor retains all right, title, and interest in the Software, and all copies of the Software, regardless of the media or form on or in which the Software or other copies may exist, including copies which are made in violation of the terms of this License. Nothing contained herein shall constitute a sale by Vendor of any rights in the Software.

3. CUSTOMER OWNERSHIP

Customer owns the media onto which the licensed Software is downloaded, but not the Software. This License is not a sale of the original Software or of any copy thereof.

4. RESTRICTIONS ON USE

Customer may not:

- (a) transfer the Software to multiple pieces of Equipment or third-party machinery;
- (b) distribute copies of the Software or accompanying materials to others;
- (c) copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative software based on the Software; or
- (d) copy, modify, adapt, translate, or create derivative documentation based on the Vendor’s written materials.

5. RESTRICTIONS ON ASSIGNMENT OR TRANSFER

Customer shall not assign, rent, lease, sell, sublicense, pledge, encumber or otherwise transfer the Software to another party without the prior written consent of the Vendor, which shall not be unreasonably withheld or delayed. However, Customer shall be able to transfer its right of use of the Software to an “Affiliate,” defined as an entity that controls, is controlled by, or is under common control with, Customer and is subject to obtaining Vendor’s prior written consent which shall not be unreasonably withheld or delayed.

6. TERMINATION

This License is effective until terminated, and will automatically terminate if Customer fails to comply with any terms of this License, including without limitation, continued timely payment of Vendor’s annual Software licensing fees. Upon termination, Customer shall immediately return all Software, all copies thereof, and all printed and written materials to the Vendor at Customer’s expense.

7. SOFTWARE UPDATES

The Software is subject to change without notice to Customer. "Updates" shall mean updates (excluding Upgrades as defined below and Windows OS) for the Software that Vendor shall provide to Customer at no additional charge when Updates are directly made available by Vendor to Vendor's other similarly situated customers at no additional charge, provided Customer has paid any applicable License fees. "Upgrades" shall mean any enhancements, new version of the Software or newer version of the Software (containing a more fully-featured version of Software currently licensed to Customer) that Vendor makes generally available to Customer and other similarly situated customers at a cost. Updates of the Software may be created or issued by the Vendor from time to time. At its sole option, Vendor may make such Updates available to Customer. If Vendor makes any Upgrades of the Software commercially available to similarly situated customers then Customer shall, at its sole discretion, purchase such Upgrade, in accordance with Vendor's then current rates.

8. SPECIAL FUNCTION SOFTWARE

Upon request by Customer, and at Vendor's sole discretion, Vendor may provide additional software services to modify the then existing functionality or to add additional functionality not contained in the Software ("Special Function Software"). Special Function Software shall be provided at an additional cost mutually agreed upon prior to installation.

9. LIMITED WARRANTY

For a period of thirty (30) calendar days following the delivery of the Equipment, all Software supplied pursuant to this License shall substantially conform to Vendor's written specifications. In the event that the Software does not so conform, Vendor will provide Customer programming services as may be required to correct documented program errors to the extent that such errors are not caused by: (i) defects or problems related to Customer's use of the Software or Equipment in a manner inconsistent with Vendor's written specifications or the terms of this License; or (ii) defects or problems relating to alteration of the Software or Equipment by Customer.

VENDOR DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

PLEASE REFER TO PARAGRAPH 7.2 TITLED "GENERAL LIMITATIONS" UNDER THE MAIN BODY OF THIS AGREEMENT FOR THE LIMITATIONS WHICH SHALL APPLY TO THE SOFTWARE.

MASTER REMOTE MAINTENANCE SERVICE AGREEMENT (“Agreement”)

By and between OPEX CORPORATION (“Vendor”) and
_____ (“Customer”)

Following Expiration of the Equipment’s 30 Day Warranty Period / 2021 (“Effective Date”)

1. BASIC TERMS FOR REMOTE MAINTENANCE SERVICE.

1.1 Equipment Covered. Equipment covered under this Agreement is defined in the schedule attached hereto and made a part hereof as Exhibit “A” (“Equipment Schedule”). Vendor shall furnish Remote Maintenance Service (as “Maintenance Service” is defined in Section 2.1 below) on machines listed on the Equipment Schedule at Customer’s various Equipment Sites (as “Sites” are defined in Section 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Customer may add Equipment to the Equipment Schedule from time to time. All Maintenance Service shall be provided pursuant to this Agreement. Customer shall be responsible for payment of Vendor’s maintenance charges, plus all applicable sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit “B.” Service rates are subject to change from year to year based upon Vendor’s published rates then in effect.

1.1.1 Equipment Software License Terms. The Software license terms are provided in Exhibit “C” to this Agreement.

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year (“Initial Term”). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties (“Renewal Term”). Payment by Customer of Vendor’s invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendor’s then current pricing.

1.3 Equipment Not Previously Covered. With respect to any Equipment which has not been continuously covered by a maintenance contract with Vendor since the expiration of its warranty period, Customer shall, as a condition of receiving Maintenance Service under this Agreement, make the Equipment available to Vendor so that Vendor may ascertain whether the Equipment is in good operating condition and repair. **In the event that Vendor in its reasonable discretion determines that the Equipment is not in good operating condition and repair, Customer shall allow Vendor to repair and restore such Equipment to good operating condition, at Vendor’s published rates then in effect.**

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor’s Equipment operating manuals and other supplementary material which may be furnished by Vendor to Customer from time to time, shall be performed by operating personnel of Customer at Customer’s Site(s). Vendor, to the extent Vendor is aware of any failure of Customer to perform routine cleaning of the Equipment, will notify Customer in writing of such failure. Once Customer receives such notice, failure to provide routine cleaning may result in termination of this Agreement.

2. REMOTE MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service (“Maintenance Service”) shall include all labor and replacement parts (excluding consumable items) necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor’s published specifications which is necessary to maintain the Equipment in good operating condition. Maintenance Service shall also include, during designated Service Coverage Hours (as “Service Coverage Hours” are defined below).

2.2 Definition of Customer’s Equipment Site(s). For purposes of this Agreement “Site” is defined as the one (1) floor within Customer’s premises where a particular machine covered hereunder is physically located. If Customer and Vendor agree to continue Maintenance Service on Equipment moved by Customer to another Site, the Equipment shall be subject to inspection by Vendor, at Vendor’s published rates and terms then in effect, prior to Vendor resuming Maintenance Service.

2.3 Service Calls. [Vendor will provide the total number of annual service calls, per Site upon discussion with the specific Customer.] Preventive maintenance calls are those periodic Maintenance Service calls initiated by Vendor to keep the Equipment in good working order in accordance with Vendor’s published performance specifications for each type of machine (“Preventive Maintenance Calls”). Demand maintenance calls are those Maintenance Service Calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with Vendor’s published performance specifications for each type of machine (“Demand

Calls"). For the Initial Term and/or each Renewal Term, **the maximum number of aggregate service calls that includes both Preventive Maintenance Calls and Demand Calls per year shall be limited to a total of () calls per year.** Calls in excess of the maximum number per year will be billed at Vendor's published rates then in effect, **provided that there will be no additional charges for parts.** A Preventive Maintenance Call may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

2.5 Response Time. *[This Section 2.5 will be completed by Vendor upon discussion with the specific Customer for which Vendor shall determine the appropriate response time after Customer provides the Site address.]* Vendor will use commercially reasonable efforts to respond within () Vendor business days after receipt of Customer's service call request. Vendor will provide "problem avoidance" consultation to Customer via telephone, during Vendor's normal business hours.

2.6 Parts. Only new standard parts, or parts of equal quality, shall be used in providing Maintenance Service. Title to all replacement parts provided pursuant to this Agreement will pass to Customer upon installation. Title to replacement parts not provided as part of routine Maintenance Service will pass to Customer upon payment in full for the part(s).

2.7 Windows Operating System Updates and/or Patches. For any Equipment that is installed with a Windows® Operating System (OS), any and all Windows based updates and/or patches that are released by Microsoft must be maintained, managed, controlled, implemented and installed on the computer installed on the Equipment as determined solely and exclusively by Customer. Vendor's Maintenance Service obligations for the Equipment shall specifically exclude the maintenance, management and/or implementation of any Windows based updates and/or patches.

2.8 Restricted Access to Equipment by Vendor. For the avoidance of confusion, all the Equipment will be installed physically at a Site designated by Customer and the Equipment will be used and/or operated exclusively by Customer. As such, the process of accessing and operating the Equipment installed at the Site is determined, controlled and/or managed exclusively by Customer. Furthermore, the process of how the data is transferred once Customer scans its mail and/or its documents using the Equipment is exclusively determined, controlled and/or managed by Customer. Furthermore, Vendor does not remotely and/or physically access, process, transport, transmit, log, gather, archive, receive, exchange, create, and/or store any confidential data that is scanned on the Equipment by Customer. Moreover, and notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to retention, protection, destruction, and access that is scanned on the Equipment by Customer and its personnel.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge covers Maintenance Services provided for Equipment used on a "Single Shift Basis," defined to mean Equipment used on an average basis of no more than forty (40) hours per week, fifty-two (52) weeks per year. ("Standard Maintenance Charge") Vendor's Standard Maintenance Charge (and other charges as discussed below) will be assessed based on the number of machines at each Site.

3.2 Equipment Usage Charge. To the extent that the Equipment is used on a basis greater than Single Shift Basis, Vendor, after providing written notification to Customer, reserves the right to establish an additional charge, and the additional charge shall be billed in a minimum of half shift increments only.

3.3 Billings. Vendor shall bill Customer annually in advance for the Standard Maintenance Charge. Any charges based upon a "per call" billing rate shall be billed monthly in arrears. Terms of payment are net thirty (30) days from the date the invoice is issued. Late payments of undisputed invoices shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. REMOTE SERVICE COVERAGE HOURS.

4.1 Service Coverage Hours. All Equipment covered under this Agreement located at a particular Customer Site must be maintained on the same Maintenance Service schedule. Subject to Section 2.5, Vendor shall

provide Maintenance Service to Customer pursuant to this Agreement during the hours of 7:00 AM to 3:00 PM, site local time, Monday through Friday, excluding Vendor holidays.

Vendor observes the following holidays ("Vendor Holidays"): New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates. When the holiday is on a Saturday or Sunday, the Vendor Holiday will be observed on the dates observed by the federal government and/or by Vendor. Upon request and during the Initial Term and/or Renewal Term(s), Vendor shall provide a list of the annual scheduled dates for the observance of the foregoing holidays. Vendor reserves the right to modify the foregoing Vendor Holidays by providing at least ninety (90) calendar days advance written notice to the Customer.

5. INTELLECTUAL PROPERTY OWNERSHIP, PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

5.1 Intellectual Property Ownership. Subject to the terms and conditions of this Agreement, nothing in this Agreement will be construed as granting any intellectual property rights in any of the Technology (as defined in Section 4.2 titled "Technology") to Customer and/or any third party. Additionally, Vendor and Customer each recognizes and agrees that it has no right, title, or interest, proprietary or otherwise, in or to the intellectual property owned or licensed by the other. Furthermore, Customer acknowledges and agrees that any discoveries, inventions, patents, designs, or other rights arising directly or indirectly out of the performance of this Agreement shall be the sole and exclusive property of Vendor.

5.2 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

5.3 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

5.4 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

6. PATENT, COPYRIGHT AND TRADEMARK INDEMNIFICATION; GENERAL INDEMNITY.

6.1 Defense and Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim (or suit) brought against Customer alleging that the Services, Diagnostics, or any portion of the Equipment maintained hereunder infringe a United States, European Union and/or Canadian patent, copyright, trademark, or other intellectual property right of any third party, and (ii) hold Customer harmless from and against all costs and damages finally awarded pursuant to subsection (i) hereof, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Vendor's Options For Curing Alleged Infringement. In the defense or settlement of a claim pursuant to Section 6.1 above, Vendor may obtain for Customer the right to continue using the Service, Diagnostics or Equipment, replace or modify the same so that it becomes non-infringing or, if such remedies are not reasonably available, grant Customer a depreciated refund of fees paid for the Equipment calculated pro rata based upon a sixty (60) month life, measured from the original installation date of the Equipment. Vendor shall not have any

liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. **Vendor disclaims all other liability for patent and copyright infringement, including any incidental or consequential damages and the rights stated herein are the Customer's SOLE and EXCLUSIVE REMEDY.**

6.2 General Indemnity. Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real or tangible property damage, arising out of acts or omission to act under this Agreement.

6.2.1 Defense of Claim. In the event of any such claim set forth in Section 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration prior to suspending Maintenance Service. Furthermore, Vendor shall have no implied or expressed obligation hereunder to diagnose, troubleshoot, maintain and/or repair Customer's environmental systems (e.g., HVAC), computer networks, computer systems, computer servers or other networks, or items external to the Equipment or not delivered by Vendor.

Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

- (a) fails to provide Vendor with safe and sufficient access to the Equipment, subject to Customer's reasonable site security policies and procedures;
- (b) stores, handles, operates, alters or modifies the Equipment in a negligent manner, otherwise damages the Equipment, or uses the Equipment for purposes other than those set forth in Published Specifications;
- (c) fails continuously or repeatedly to provide routine cleaning after being provided notice by Vendor pursuant to Section 1.4 above;
- (d) fails continuously or repeatedly to provide a suitable environment with regard to facilities (including without limitation HVAC system, humidity, and/or power) as prescribed in the Published Specifications;
- (e) uses or operates the Equipment beyond its intended design parameters;
- (f) damages the Equipment through its use in conjunction with machinery, software, or third-party supplies not covered by this Agreement;
- (g) performs maintenance or repairs on the Equipment not authorized in writing by Vendor, or allows a third party not authorized in writing by Vendor to perform the same;
- (h) alters or modifies in any way the Equipment safety mechanisms;
- (i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications;
- (j) fails to install or allow installation of any software updates that are required in order to allow the Equipment to perform in accordance with the Published Specifications;
- (k) fails to use follow routine cleaning instructions and/or prohibitions (i.e., use of flammable gases, compressed or canned air) in the process of performing the routine cleaning of the Equipment or if the Equipment is damaged due to fire, water, electrical power loss or disruption, or other external causes or other similar causes; or

(l) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

Any period of suspension or termination referenced shall not relieve Customer of its obligation to make timely payment for the Maintenance Service and/or Software License fees that accrued up to the effective date of termination.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Section 5.4; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

9. GENERAL PROVISIONS.

9.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

9.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

9.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

9.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

9.5 Notices. Any notices intended for either party under this Agreement shall be sent to:

Vendor:
OPEX Corporation
Attn: Legal Department
305 Commerce Drive
Moorestown, NJ 08057

Customer:

Attn:
Address
Address

9.6 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if

such unenforceable provision or provisions had not been contained herein.

9.7 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

9.8 Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

9.9 Termination. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by delivering to the other party written notice of the intent to terminate at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. If the termination is in part, then Vendor shall credit to Customer any prorated Maintenance Service amounts (excluding annual License fees) which Customer has prepaid with respect to the period from the effective termination date through the end of the applicable prepaid annual billing period of the Renewal Term, and such credit shall apply to future fees incurred by Customer under this Agreement. If this Agreement is terminated in its entirety, then Vendor agrees to refund to Customer the prorated prepaid Maintenance Service amounts(excluding annual License fees) to be calculated from the effective termination date through the end of the applicable prepaid annual billing period of the Renewal Term.

9.10 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit "C;" (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

9.11 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor") _____ **("Customer")**

By: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

EXHIBIT "A" EQUIPMENT SCHEDULE – REMOTE MAINTENANCE SERVICE

1.) Customer's Name:

2.) The Equipment covered by this Agreement is located at the following Site(s):

(a)

3.) The Equipment covered by this Agreement includes the machines described below:

(a) Machine Description:
Serial Number(s):

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor") _____ ("Customer")

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT "B" PRICING

Pricing for the Initial Term of this Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per Site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
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Total Service Costs (pre-tax): \$

Weekday Hourly Rates

All remote service calls in excess of four (4) service calls per shall be billed based on an hourly rate, plus mileage. The current 2021 weekday hourly rate is \$132.00, per hour, portal to portal, plus \$0.39, per mile, with a minimum of two (2) hour minimum charge, per service call. When Customer calls for service, Vendor will use commercially reasonable efforts to respond to requests for remote service within Vendor business day(s) after receiving a service call request from the Customer.

EXHIBIT "C" SOFTWARE USE LICENSE TERMS FOR THE EQUIPMENT

The following are the software license terms and conditions ("License") under which Vendor agrees to grant Customer use of all software programs ("Software") installed in or operational with the Equipment as identified in the applicable Exhibit "A" and "B" to this Agreement:

1. LICENSE

1.1 License Grant. In consideration for timely annual payment of Vendor's Software licensing fees, Vendor grants Customer a personal, non-transferable, and non-exclusive right to use the Software. The Software may be used only in connection with the Equipment specified in the applicable Exhibit "A" to this Agreement.

1.2 License Term; Payment. The initial Software license term for the Software provided herein ("Initial Term") is defined as twelve (12) consecutive months after termination of the Equipment warranty period. Thereafter, the Software license will automatically renew for successive one (1) year terms on the anniversary of the date the License Initial Term began (each a "Renewal Term"). The rates for each Renewal Term shall be based on Vendor's then current published annual rates. Vendor shall invoice Customer annually in advance for the Software licensing fees. Terms of

payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

2. SOFTWARE OWNERSHIP

All Software (except Software that Vendor licenses from a third party) is a proprietary product of Vendor and is protected by copyright laws and international treaties. Vendor retains all right, title, and interest in the Software, and all copies of the Software, regardless of the media or form on or in which the Software or other copies may exist, including copies which are made in violation of the terms of this License. Nothing contained herein shall constitute a sale by Vendor of any rights in the Software.

3. CUSTOMER OWNERSHIP

Customer owns the media onto which the licensed Software is downloaded, but not the Software. This License is not a sale of the original Software or of any copy thereof.

4. RESTRICTIONS ON USE

Customer may not:

- (a) transfer the Software to multiple pieces of Equipment or third-party machinery;
- (b) distribute copies of the Software or accompanying materials to others;
- (c) copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative software based on the Software; or
- (d) copy, modify, adapt, translate, or create derivative documentation based on the Vendor's written materials.

5. RESTRICTIONS ON ASSIGNMENT OR TRANSFER

Customer shall not assign, rent, lease, sell, sublicense, pledge, encumber or otherwise transfer the Software to another party without the prior written consent of the Vendor, which shall not be unreasonably withheld or delayed. However, Customer shall be able to transfer its right of use of the Software to an "Affiliate," defined as an entity that controls, is controlled by, or is under common control with, Customer and is subject to obtaining Vendor's prior written consent which shall not be unreasonably withheld or delayed.

6. TERMINATION

This License is effective until terminated, and will automatically terminate if Customer fails to comply with any terms of this License, including without limitation, continued timely payment of Vendor's annual Software licensing fees. Upon termination, Customer shall immediately return all Software, all copies thereof, and all printed and written materials to the Vendor at Customer's expense.

7. SOFTWARE UPDATES

The Software is subject to change without notice to Customer. "Updates" shall mean updates (excluding Upgrades as defined below and Windows OS) for the Software that Vendor shall provide to Customer at no additional charge when Updates are directly made available by Vendor to Vendor's other similarly situated customers at no additional charge, provided Customer has paid any applicable License fees. "Upgrades" shall mean any enhancements, new version of the Software or newer version of the Software (containing a more fully-featured version of Software currently licensed to Customer) that Vendor makes generally available to Customer and other similarly situated customers at a cost. Updates of the Software may be created or issued by the Vendor from time to time. At its sole option, Vendor may make such Updates available to Customer. If Vendor makes any Upgrades of the Software commercially available to similarly situated customers then Customer shall, at its sole discretion, purchase such Upgrade, in accordance with Vendor's then current rates.

8. SPECIAL FUNCTION SOFTWARE

Upon request by Customer, and at Vendor's sole discretion, Vendor may provide additional software services to modify the then existing functionality or to add additional functionality not contained in the Software ("Special Function Software"). Special Function Software shall be provided at an additional cost mutually agreed upon prior to installation.

9. LIMITED WARRANTY

For a period of thirty (30) calendar days following the delivery of the Equipment, all Software supplied pursuant to this

License shall substantially conform to Vendor's written specifications. In the event that the Software does not so conform, Vendor will provide Customer programming services as may be required to correct documented program errors to the extent that such errors are not caused by: (i) defects or problems related to Customer's use of the Software or Equipment in a manner inconsistent with Vendor's written specifications or the terms of this License; or (ii) defects or problems relating to alteration of the Software or Equipment by Customer.

VENDOR DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

PLEASE REFER TO SECTION 7.2 TITLED "GENERAL LIMITATIONS" UNDER THE MAIN BODY OF THIS AGREEMENT FOR THE LIMITATIONS WHICH SHALL APPLY TO THE SOFTWARE.

**PURCHASE AGREEMENT (“Agreement”) by and between
OPEX CORPORATION (“OPEX”) and INSERT NAME (“Purchaser”)**

The following are the terms and conditions under which OPEX agrees to sell Purchaser the product(s) listed on Attachment "A" herein (“Product(s)“):

1. CONTRACT. This Agreement for Product(s) listed on Attachment "A" will become binding on each party only when each party has signed this Agreement and Attachment "A." The terms and conditions of this Agreement will constitute the entire agreement between the parties with respect to the subject matter of this contract. In the event that any of the terms and conditions set forth on any purchase order of Purchaser conflict with terms and conditions set forth herein, the terms and conditions set forth in this Agreement shall control. No one except OPEX's President and Secretary Treasurer, or duly authorized Agent of OPEX that they may from time to time designate, are authorized by OPEX to agree to any terms and conditions other than those in this Agreement, and then only in writing.

2. PAYMENT AND CHARGES.

2.1 Equipment. Payment for the Product(s) (see Attachment “A”) shall be made as follows: 100% Net thirty (30) days after delivery of the Product(s) has been completed.

2.2 Interest. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

3. TAXES. Prices and charges are exclusive of, and Purchaser is responsible for, all sales, use, import, export, and similar taxes related to the sale or transfer of the Product(s) or delivery of services provided for hereunder, and after delivery of the Product, all property and similar taxes as well as fees and charges for perfecting and/or filing security interests.

4. DELIVERY. OPEX does not inventory the Product(s) and therefore does not guarantee a delivery date. Upon acceptance of an order by OPEX, OPEX shall supply Purchaser with an estimated shipment date and shall keep Purchaser advised of changes in the estimated shipment date. OPEX shall not change the date of shipment within ten (10) days of the estimated date of shipment.

4.1 Delivery of the Product(s). Delivery of the Product(s) will be F.O.B. OPEX's plants. Purchaser will be responsible for all subsequent delivery and insurance charges and risk of loss. OPEX will, however, unless otherwise directed in writing by Purchaser, prepay transit, insurance, and freight costs and bill Purchaser therefore.

4.2 Security Interest. Purchaser hereby grants OPEX a security interest in the Product(s) and in any proceeds from the sale thereof (including accounts receivable) as security for its obligations hereunder and will execute any document required or desirable to perfect the security interest.

5. SITE PREPARATION, INSTALLATION.

5.1 Site Preparation. Purchaser shall prepare and make available a safe and suitable place for installation of the Product(s). Preparation of the installation site shall include the responsibility to provide prior to the installation date all electrical and other utility services required for proper installation. Purchaser shall provide to OPEX the name and phone number of an individual located at Purchaser's installation site who shall be responsible for coordination of the installation of the Product(s).

5.2 Installation. The Product(s) shall be initially installed by OPEX anywhere within the United States at no additional charge when a Purchaser purchases a Product from

OPEX. The installation shall be performed by OPEX at the address listed in Attachment A. Installation shall be deemed completed upon successful conclusion of OPEX's standard test procedures. OPEX shall be under no obligation to install equipment unless the site is properly prepared and the Product(s) and site are made available to OPEX on delivery. In the event that OPEX arrives to install the Product(s) and the site preparation has not been properly completed, Purchaser shall be responsible for all additional costs and expenses incurred by OPEX as a result thereof; provided that Purchaser shall have the right, by written notice to OPEX given at any time prior to twenty (20) calendar days before the scheduled date of shipment to delay the date of installation for a period of not more fourteen (14) calendar days, if after diligent efforts Purchaser is not able to complete the site preparation. OPEX does not accept responsibility to connect OPEX Products to equipment not approved by OPEX. Should OPEX at its option, connect these products, OPEX shall have no liability for any damage which may result.

5.3 Failure to Complete Site Preparation. In the event that Purchaser fails to complete the site preparation within the time periods above, allowance being given to Purchaser's right (as set forth above) to extend the installation date by not more than ten (10) business days, interest shall accrue in accordance with Paragraph 2.2 above, on the unpaid balance of any payments due hereunder from the last scheduled date of installation until the date installation actually begins.

6. WARRANTY: LIMITATION OF WARRANTY AND REMEDIES.

6.1 Equipment Warranty. OPEX warrants that it owns the product(s) and that it shall transfer good title to the Product(s) to Purchaser. OPEX further warrants that it shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to Purchaser for the following periods of time, all commencing from the date of delivery: For the Model 72, Falcon, and FalconV, thirty (30) days. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7:00 AM to 3:00 PM, Monday through Friday, excluding OPEX holidays.

6.2 Service Warranty. OPEX warrants that service will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards.

6.3 Limitation. 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 THE PERFORMANCE OF THIS CONTRACT, 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 FURTHEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, THE PRODUCTS AND SERVICES HEREUNDER, OR OPERATION OF THE PRODUCTS 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. THE LIMITED WARRANTY AND LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE BEING UNDER THIS CONTRACT.

7. PATENT AND COPYRIGHT INDEMNIFICATION; GENERAL INDEMNITY; CONFIDENTIALITY

7.1 Defense and Indemnification. OPEX shall have the right to elect either:

(a) to (i) defend, at its expense, any claim (or suit) brought against Purchaser alleging that any Product(s) furnished hereunder infringes a United States, Canadian and/or European Union patent or copyright and (ii) hold Purchaser harmless from and against all costs and damages finally awarded (provided that OPEX is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim) or;

(b) if remedies under Paragraph 7.1(c)(i) and (ii) below are not reasonably available, grant Purchaser a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Product(s).

(c) In the defense or settlement of a claim pursuant to clause (a) above, OPEX may obtain for Purchaser the right to continue using the Product(s), replace or modify the Product(s) so that they become non-infringing or, if such remedies are not reasonably available, grant Purchaser a depreciated refund pro-rata as provided in clause (b) above. OPEX shall not have any liability if the alleged infringement is based upon the use or sale of the Product(s) in combination with other products or devices not furnished by OPEX. OPEX DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

7.2 General Indemnity. Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real or tangible property damage, arising out of acts or omission to act under this Agreement.

7.2.1 Defense of Claim. In the event of any such claim set forth in Paragraph 7.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7.3 Confidentiality. Either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement. The obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.

8. LIMITATION OF LIABILITY.

In no event shall either party be liable to the other and/or a third party, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 7.3; or (ii) instances of either party's gross negligence or willful misconduct; each party's maximum liability for damages under this Agreement, whether in an action in negligence, contract, or tort, shall not exceed the total fees payable for the Product(s) as set forth in Attachment A to this Agreement.

9. OPEX's PROPERTY.

9.1 General. Documentation, manuals, schematics, maintenance materials, tools, Site Management Guides, test equipment, and associated media to be used by OPEX personnel at the installation site shall remain the exclusive property of OPEX and shall be for OPEX's sole use.

9.2 Technology. The performance of the Product(s) is based upon a computer operated system which, for purposes hereof, shall be deemed to include the system and the mechanical and software components thereof ("Technology"). OPEX holds patents in both the Technology and in the Product(s). Purchaser agrees that it shall not copy, remove, use for any purpose other than in the operation of the Product(s), or disclose to any other party any of the Technology, and agrees to indemnify and hold OPEX harmless from and against any damages, costs or expenses which it suffers or incurs in connection with any breach of the provisions of this paragraph, including reasonable attorneys fees.

10. GENERAL PROVISIONS.

10.1 Indemnification for Failure to Maintain Safety Mechanisms. This Agreement may be terminated at any time by OPEX if Purchaser alters, removes, shuts-off or otherwise makes inoperable any part of the safety mechanisms or safety features incorporated into the Equipment. Further, Purchaser shall indemnify and hold OPEX harmless from and against any and all losses, damages, costs or expenses, including reasonable attorneys' fees, which result from damage or injury to persons or property occurring during the operation, maintenance or repair of Equipment, if such damage or injury is the result of Purchaser altering, removing, shutting-off, or otherwise making inoperable or disregarding Equipment safety mechanisms.

10.2 Nondiscrimination Clause. OPEX is an equal employment opportunity employer and is a federal contractor. Consequently, OPEX and Purchaser (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws

10.3 Governing Law. This Agreement and any services rendered hereunder by OPEX are governed by the laws of the State of New Jersey, without regard to its conflicts of laws rules.

10.4 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

10.5 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party.

10.6 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

10.7 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

10.8 Force Majeure. Neither OPEX nor Purchaser shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

10.9 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; and (ii) Attachment A.

10.10 Entire Agreement. This Agreement supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter contained herein. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached or referenced to any documentation, invoices, purchase orders that may be issued by either party pursuant to this Agreement. This Agreement may only be amended by a writing that is signed by each party and shall only become valid and effective once the amendment is signed by both Purchaser and OPEX.

By signing below, the parties hereto agree to be bound by the terms of this Agreement:

“Purchaser:” INSERT NAME

By: _____ Title: _____

Printed Name: _____ Date: _____

“OPEX:” OPEX CORPORATION

By: _____ Title: _____

Printed Name: _____ Date: _____

ATTACHMENT A:

Purchaser's Delivery Address:

Purchaser's Bill To Address:

Item 1: **INSERT PRODUCT NAME AND PRICING**

For all Products, freight is not included; for the Product(s) and delivery of the Products will be F.O.B. Moorestown, New Jersey. The prices listed on this Attachment are valid if the accompanying Purchase Agreement and this Attachment "A" are signed by **XX XX, 2021**. Delivery date of the equipment listed above will be determined upon receipt of order.

ACCEPTED BY:

"Purchaser:" **INSERT NAME**

By: _____

Title: _____

Printed Name: _____

Date: _____

"OPEX:" **OPEX CORPORATION**

By: _____

Title: _____

Printed Name: _____

Date: _____


ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“Master Agreement”) with the winning supplier (“Winning Supplier”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

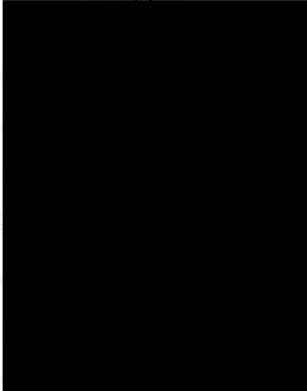
Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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Bidders must provide all the information outlined below.

<p>1. Equalis Group RFP Name:</p> <p><u><i>RFP COG-2112, Document Management, Mail, and Election Equipment with Related Services</i></u></p>	<p>2. Proposal Due Date:</p> <p><u><i>March 4, 2021</i></u></p>
<p>3. Bidder Name:</p> <p><u>OPEX Corporation</u> <i>(legal name of the entity responding to RFP)</i></p>	<p>4. Bidder Federal Tax ID # or Social Security #:</p> <p></p>
<p>5. Bidder Corporate Address:</p> <p>305 Commerce Drive Moorestown, NJ 08057</p>	<p>6. Bidder Remittance Address <i>(or "same" if same as Item #5):</i></p> <p>Same Click or tap here to enter text. Click or tap here to enter text.</p>

7. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Bidder Representative: 

Representative's Title:

Address 1:

Address 2:

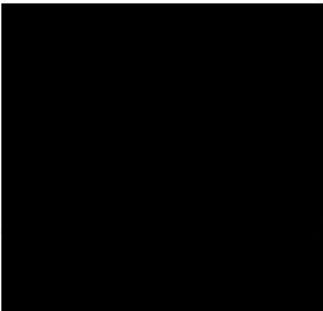
City, State Zip:

Phone #:

Fax #:

E-Mail Address:

8. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Bidder Representative: 

Representative's Title:

Address 1:

Address 2:

City, State Zip:

Phone #:

Fax #:


E-Mail Address:

9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes No


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

10. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **OPEX Corporation** (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **OPEX Corporation** (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **OPEX Corporation** (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **OPEX Corporation** (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under

that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

11. Supplemental Bidder Contract and Equal Employment Opportunity Information:

A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

Please See Attached EEO Report

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-
- YES, but for less than 50% of the work -or-
- YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name:	<u>Name</u>
Street Address 1:	<u>Street Address 1</u>
Street Address 2:	<u>Street Address 2</u>
City, State Zip:	<u>City, State Zip</u>
Work to be Performed:	Description of Work


Estimated percentage of total proposal to be performed by subcontractors: _____ %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment D, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

14. I  _____, (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of **OPEX Corporation** (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

15. Additional Documents:


CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

15.1. 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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Bidder representative

15.2. Boycott Certification

Bidder 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.



Signature of Bidder representative

15.3. Federal Funds Certification Form (EDGAR)

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 bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder'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 Members for their use while considering their purchasing options when using federal 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 bidder'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, CCOG 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.

15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.


Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG 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 a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree?  Click or tap here to enter text.
(Initials of Authorized Representative)

15.3.2. 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 ten thousand dollars (\$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. Bidder 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.

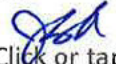
Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.3. 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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)


15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier Partner 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. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner 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 Supplier Partner 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.

Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner 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, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 contracts for transportation or transmission of intelligence.


Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.6. 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.

Supplier Partner agrees to comply with the above requirements when applicable.


Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.7. 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 one hundred fifty thousand dollars (\$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, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.


Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.8. 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.


Supplier Partner certifies that Supplier Partner 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. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner 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 Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.9. Byrd Anti-Lobbying Amendment


Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.10. Procurement of Recovered Materials


For participating agency purchases utilizing Federal funds, Supplier Partner 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$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, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree?  [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members 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.

Does Supplier Partner agree?  [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.13. Applicability to Subcontractors

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

Does Supplier Partner agree?  [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

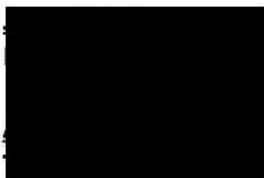
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

OPEX Corporation

Bidder Name



Signature of Authorized Company Official



3/16/2021
Date

16. Required Documents for Supplier Partners Intending to Do Business in New Jersey

16.1. Ownership Disclosure Form

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

Bidder Name: OPEX Corporation
Street Address: 305 Commerce Drive
City, State Zip: Moorestown, NJ 08057

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., 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 Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (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 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

*I **J. Scott Ackley**, an authorized representative of OPEX Corporation, 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 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (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
OPEX Corporation is a privately held New Jersey corporation owned by the Stevens family. The ownership percentages are kept confidential.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>

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

3/16/2021
Enter Date Signed
Date

16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: OPEX Corporation

Street Address: 305 Commerce Drive

City, State Zip: Moorestown, NJ 08057

State of New Jersey

County of Burlington

I, of the Township of Moorestown in the County of Burlington, State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am the Associate Counsel of the firm of OPEX Corporation, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said 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 OPEX Corporation 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:

OPEX Corporation



Authorized Signature

Associate Counsel

Subscribed and sworn before me

this 15th day of MARCH, 2021

Notary Public of New Jersey
My commission expires 9/30, 2025



NOTARY PUBLIC OF NEW JERSEY
Commission # [REDACTED]
My Commission Expires 9/30/2025

SEAL

**16.3. Affirmative Action Affidavit
(P.L. 1975, C.127)**

Bidder Name: OPEX Corporation

Street Address: 305 Commerce Drive

City, State Zip: Moorestown, NJ 08057

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)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

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

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

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.

OPEX Corporation



Authorized Signature

Associate Counsel

3/16/2021

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

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner 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 Supplier Partner 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 Supplier Partner 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 Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, 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 Supplier Partner 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 Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner 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 Supplier Partner 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

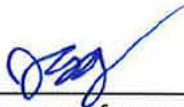
with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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



Signature of Procurement Agent

16.4. 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 Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$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 Supplier Partner 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 Supplier Partner and** on file at least ten (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 Supplier Partner 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 Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners 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 www.nj.gov/dca/lgs/p2p. 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 Supplier Partners 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 "Supplier Partner 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 Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (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 Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners 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 ten (10) days prior to the award of such a contract, the Supplier Partner 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:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,

- d) 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 three hundred dollars (\$300) per election cycle that were made during the twelve (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:

- 1) individuals with an "interest" ownership or control of more than ten percent (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,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) 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 Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner'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 Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner 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.

¹ 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

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

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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

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 Clerk

Sheriff

{County Executive}

Surrogate

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 A COUNTY-BASED, CUSTOMIZABLE FORM.

16.5. Stockholder Disclosure Form

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: OPEX Corporation is a privately held New Jersey corporation owned by the Stevens family. The ownership percentages are kept confidential. Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this <u>15th</u> day of <u>MARCH</u> , 2021.  (Notary Public)  My Commission expires:	 _____ (Affiant)  _____ (Print name & title of affiant)  _____ (Corporate Seal)

17. Required Documents for Supplier Partners Intending to Do Business in Arizona

17.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$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. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner 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, Supplier Partner 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, Supplier Partner 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".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner 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. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG 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 Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. 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, Supplier Partner 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. Supplier Partner 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 Equalis Group member's discretion. Supplier Partner 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.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

Signature of Authorized Representative

3/16/2021

*Please Note: OPEX has provided the signatures above with the understanding that the following commentary is acceptable to Equalis Group.

Section 11 - Supplemental Bidder Contract and Equal Employment Opportunity Information – We have attached the 2018 EEO-1 report for your review which is the most recent one available. Due to the COVID-19 pandemic, OPEX has been given an extension on filing our 2019 EEOC data. Therefore, the 2019 EEO-1 report has not been released yet.

Section 15.3.2 - Termination for Cause or Convenience – OPEX is willing to accept an immediate termination for cause under this section. For any termination for convenience on the purchase of products, OPEX respectfully requests sixty (60) days' prior written notice. OPEX is the sole source and OEM for the products being offer. As such, we do not inventory our products, and we currently have a 90-120 day lead time for production. Given the timelines for our production process, OPEX needs to have sufficient notice of any termination for convenience.

Section 15.3.6 - Right to Inventions Made Under a Contract or Agreement – This section is not applicable to OPEX because the purchase of products under this agreement would not be considered experimental, developmental, or research work.

Section 15.3.10 - Procurement of Recovered Materials – This section is not applicable to OPEX given the nature of the products and services being offered. OPEX will not be performing any waste removal for any party under this agreement.

Section 15.3.11 - Profit as a Separate Element of Price – OPEX and Equalis have agreed to a fixed price structure for this agreement. Therefore, this section is not applicable to OPEX.

Section 17.1 - Arizona Supplier Partner Requirements – OPEX does not conduct background checks on its employees. All potential employees must certify they have not been convicted on any violation of law other than a minor traffic violation. We will agree to have our employees submit to the background checks you require for other vendor's employees working in the same area, but we ask that you cover the cost and management of these background checks. Also, we request that the process not be overly burdensome. OPEX has so many different customers from different industries with different requirements that it would not be feasible for us to conduct the background checks ourselves. We could not possibly conduct one background check that meets the needs of all our customers. Therefore, we leave that responsibility up to the individual customer who is in the best position to determine what they need from a background check of a vendor. If there is a cost associated with any background check required under this agreement, it will be added to the applicable transaction.



EEOC
U.S. Equal Employment
Opportunity Commission

EEO-1 Report
O.M.B. No. 3046-0007
[Click here if you wish to check the approval of this form](#)

EEO-1

[Need Help?](#)

Company Number: [REDACTED] [Logout](#)

[Main Menu](#)

Certification Complete

Congratulations. Certification for [REDACTED] is complete. Thank you for completing the 2018 EEO-1 Survey.

Please print this certification notice for your records.

This is Certified by DAWN R. SOMA on Fri May 31 12:17:42 EDT 2019

Certifying Official

[REDACTED]

Title

HUMAN RESOURCES ADMINISTRATOR

Total Number of Reports

3

Total Number of Closed Establishment

0

It is suggested that you print a copy of the EEO-1 reports for your records. If, after reviewing your reports, you find an error, please call our toll free customer service number at 1-877-392-4647.

[Print](#)

Screen: Certification Success

Phone: 1-877-392-4647

Fax: 1-866-262-0032

U.S. Equal Employment
Opportunity Commission
EEOC Employer Data Team
P.O. BOX 3128 Reston, VA
20195



Email:
e1.techassistance@eoc.gov

CO= [REDACTED]
 U= [REDACTED]

**EQUAL EMPLOYMENT OPPORTUNITY
 2018 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2**

SECTION B - COMPANY IDENTIFICATION

1. OPEX CORPORATION
 305 COMMERCE DRIVE

MOORESTOWN, NJ 08057

SECTION C - TEST FOR FILING REQUIREMENT

2.a. OPEX CORPORATION
 305 COMMERCE DRIVE

1-Y 2-N 3-N [REDACTED]

MOORESTOWN, NJ 08057

BURLINGTON COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 333318 Other Commercial and
 Service Industry Machinery Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	***** MALE *****					***** FEMALE *****					ASIAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	BLACK OR AFRICAN AMERICAN	TWO OR MORE RACES	
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN							NATIVE HAWAIIAN OR PACIFIC ISLANDER
EXECUTIVE/SR OFFICIALS & MGRS	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	9
FIRST/MID OFFICIALS & MGRS	7	0	71	3	0	3	1	0	0	0	0	0	0	0	0	0	88
PROFESSIONALS	3	0	118	8	0	11	1	0	0	0	0	0	0	0	0	0	168
TECHNICIANS	46	0	293	27	0	19	0	1	0	0	0	0	0	0	0	0	391
SALES WORKERS	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	18
ADMINISTRATIVE SUPPORT	0	1	6	0	0	0	0	0	0	0	0	0	0	0	0	0	33
CRAFT WORKERS	1	0	23	2	0	1	0	0	0	0	0	0	0	0	0	0	27
OPERATIVES	8	0	54	5	0	1	0	0	0	0	0	0	0	0	0	0	79
LABORERS & HELPERS	15	0	79	10	3	4	0	1	0	0	0	0	0	0	0	0	122
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	80	1	670	55	3	39	2	2	0	0	0	0	0	0	0	0	935
PREVIOUS REPORT TOTAL																	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/17/2018 THRU 12/28/2018

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: [REDACTED]
 EEO-1 REPORT CONTACT PERSON: [REDACTED]
 EMAIL: [REDACTED]

TITLE: HUMAN RESOURCES ADMINISTRATOR
 TITLE: HUMAN RESOURCES ADMINISTRATOR
 TELEPHONE NO: 8567711100

CERTIFIED DATE/TIME: 05/31/2019 12:17 PM

CO=

U=

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. OPEX CORPORATION
305 COMMERCE DRIVE

MOORESTOWN, NJ 08057

SECTION C - TEST FOR FILING REQUIREMENT

2.a. OPEX CORPORATION
305 COMMERCE DRIVE

MOORESTOWN, NJ 08057
BURLINGTON COUNTY

1-Y 2-N 3-N

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 333318 Other Commercial and
Service Industry Machinery Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****					OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES				
EXECUTIVE/SR OFFICIALS & MGRS	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	9	
FIRST/MID OFFICIALS & MGRS	7	0	60	3	0	3	1	0	0	0	0	0	0	0	1	0	77	
PROFESSIONALS	3	0	118	8	0	11	1	0	0	0	0	0	0	0	5	0	168	
TECHNICIANS	46	0	293	27	0	19	0	1	0	0	0	0	0	0	1	0	391	
SALES WORKERS	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	18	
ADMINISTRATIVE SUPPORT	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	31	
CRAFT WORKERS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
OPERATIVES	3	0	14	1	0	0	0	0	0	0	0	0	0	0	1	0	26	
LABORERS & HELPERS	7	0	60	10	0	3	0	1	0	0	0	0	0	0	0	0	90	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	66	1	577	49	0	36	2	2	0	0	0	0	0	0	6	0	812	
PREVIOUS REPORT TOTAL																		

SECTION F - REMARKS

CO=
U=

**EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4**

SECTION B - COMPANY IDENTIFICATION

1. OPEX CORPORATION
305 COMMERCE DRIVE

2.a. OPEX CORPORATION
825 HYLTON ROAD

MOORESTOWN, NJ 08057

PENNSAUKEN, NJ 08110
CAMDEN COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-0 2-0 3-N

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 333318 Other Commercial and
Service Industry Machinery Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	11
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
CRAFT WORKERS	1	0	21	2	0	1	0	0	0	0	0	0	0	0	0	25
OPERATIVES	5	0	40	4	0	1	0	0	0	0	0	0	0	0	0	53
LABORERS & HELPERS	8	0	19	0	3	1	0	0	0	0	0	0	0	0	0	32
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	14	0	93	6	3	3	0	0	0	0	0	0	0	0	0	123
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS