



CORPORATION

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"Best and Final Offer" (BAFO); Contract No. ADSP011-00000411  
On Behalf of WSCA / NASPO Participating States

**Revision 1 Change Log, OPEX Corporation**

Category: Extractors

August 1, 2011

**Submitted to:**

Ms. Stacy Ingalls  
State of Arizona  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

Dear Ms. Ingalls:

OPEX is pleased to submit its revised offer with respect to the above-referenced Contract. Accordingly, this document will summarize all changes made to OPEX Corporation's original submission, posted on the [procure.az.gov](http://procure.az.gov) website and dated 05/27/2011.

Revised Contract documents have also been submitted reflecting these changes, and changes have been noted on those forms. This revised submission has been prepared in accordance with the telephone conference conducted between Susie Bockelman, James Liebler and you on July 26, 2011.

Thank you in advance for your consideration of this matter, and for allowing OPEX Corporation to submit this BAFO.

Acknowledged by:

A handwritten signature in dark ink, appearing to be "Winnie W. Chow", written over a horizontal line.

OPEX Corporation, Winnie W. Chow, Asst. Dir., Corp. & Legal Affairs

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**(A) REVISIONS TO OFFEROR RESPONSE FORM – KEY PERSONNEL**

- 1.) During the conference call, it was requested that OPEX provide biographical information for all individuals identified as "Key Personnel." Accordingly, **Section 3.4.1** of the **CAPACITY OF OFFEROR RESPONSE FORM** has been updated to include this information for the following individuals identified on the **OFFEROR RESPONSE FORM – KEY PERSONNEL**:
  - a.) Winnie W. Chow, Asst. Dir., Corp. & Legal Affairs
  - b.) Dann Worrell, Director of Sales
  - c.) Sue Green, Assistant Controller
  - d.) Tim Buhr, Director of Service
- 2.) Additionally, the **OFFEROR RESPONSE FORM – KEY PERSONNEL** has been updated to include telephone extensions so that each of these key OPEX employees can be contacted directly by end users.

**(B) REVISIONS TO OFFEROR RESPONSE FORM – AUTHORIZED DEALERS / PARTNERS / SALES AND SERVICE PROVIDER LIST**

- 1.) During the conference call, it was requested that OPEX provide direct contact information for all OPEX Sales personnel so that end users understand, and can contact, a local representative. Accordingly, this Form has been updated to include the telephone extension for each OPEX Salesperson, the sales territory for which they are responsible, and their city and state of residence.

As OPEX noted in its original response, OPEX extractors are sold through direct sales representatives and not through dealers or partners. Each OPEX Salesperson maintains a "home office" (which is their residence) in the territory in which they serve. These revisions are intended to confirm that a local representative will be available to provide end users the sales and service support required under the Contract.

**(C) REVISIONS TO CAPACITY OF OFFEROR RESPONSE FORM**

- 1.) As noted above, during the conference call, it was requested that OPEX provide biographical information for all individuals identified as "Key Personnel." Accordingly, **Section 3.4.1** of this Form has been updated to include this information for the following individuals:

- a.) Winnie W. Chow, Asst. Dir., Corp. & Legal Affairs
- b.) Dann Worrell, Director of Sales
- c.) Sue Green, Assistant Controller
- d.) Tim Buhr, Director of Service

2.) During the conference call, it was requested that even though OPEX would not utilize dealers or partners to provide sales and service on the extractors offered in this Contract, OPEX would nevertheless update the information contained in **Section 4** of this Form to describe how OPEX would accomplish the tasks / items identified in this Form, using its direct employees.

Accordingly, OPEX has revised its response to **Section 4.3**, **Section 4.4.1**, **Section 4.4.2**, and **Section 4.4.3**:

- a.) **Section 4.3** details how OPEX will notify MPA Contract Administrator and the affected PA Procurement Officer of personnel changes within OPEX that impact the Contract or participating end users.
- b.) **Section 4.4.1** describes the qualifications (and ongoing performance requirements) a potential OPEX salesperson must demonstrate in order to be considered for employment with OPEX. Additionally, details are provided regarding what is required of OPEX Service direct employees.
- c.) **Section 4.4.2** describes how OPEX corporate supports its Sales and Service Staff.
- d.) **Section 4.4.3** describes the process OPEX undertakes if a Participating Entity files a complaint with OPEX regarding Sales or Service personnel, or if the Participating Entity does not receive the level of service or sales support anticipated under this Contract.

**(D) REVISIONS TO OFFEROR – TERMS AND CONDITIONS AND INSTRUCTIONS EXCEPTIONS**

1.) During the conference call, it was noted that the two exceptions identified in OPEX's response – to **Section 3.8 of the Uniform Terms and Conditions** (Ownership of Intellectual Property), and to **Section 9.5 of the Uniform Terms and Conditions** (Termination for Default) – could remain, although these are counted against OPEX as exceptions. All other exceptions have been withdrawn.

2.) Additionally, two clarifications have been included:

- a.) The state previously allowed OPEX to clarify **Section 2.7.1.2 of the Statement of Work** (Annual Maintenance Agreements, page 9) to allow OPEX's assumption that, "the end user needs to be contacted during coverage hours within two (2) hours from the time OPEX receives a service call."

- b.) During the conference call, it was requested that OPEX modify its response to **Section 4.2 of the Special Terms and Conditions** (Ordering Process, page 5) to clarify that OPEX can accept purchase orders from Participating Entities via facsimile and email, as well as through the Ariba third-party electronic interchange.
- 3.) The allowed exceptions and clarifications described here have been consolidated into a single Word document submitted with this revised response entitled, **"Exceptions and Clarifications."**

#### **(E) PRICING SCENARIO**

- 1.) During the conference call, it was noted that OPEX had included too much superfluous information in this document. OPEX was also asked to amend its response to include both Extraction Desks in its product line, the Model 72 and the Model 60.

Accordingly, the Pricing Scenario Form has been revised ***and greatly simplified*** to include pricing scenarios (both purchase and maintenance) for both the Model 72 and Model 60 Rapid Extraction Desks.

#### **(F) PRICE AND PRICING FORM**

- 1.) During the conference call, it was noted that OPEX should include a discount percentage for both the base machine and any accessories. **Accordingly, OPEX re-evaluated its proposal and is now offering a 10% discount from MSRP on both the Model 72 and Model 60 base machine Models, and a 5% discount for listed accessories for both of those machines.**

The 10% discount on the base machine increases OPEX's original proposal by 5%. OPEX previously offered no discount on accessories, and is now (as noted) offering 5%.

- 2.) During the conference call, it was requested that OPEX submit its MSRP for both the Model 72 and Model 60 Rapid Extraction Desk. An MSRP List has been included with this revised response for both the base machine and accessories. The MSRP reflects 12-month extended warranty, shipping (FOB destination), and all applicable fees.

#### **(G) Additional Information Submitted By OPEX Corporation**

- 1.) Previously, OPEX submitted an additional Word document entitled, "Additional Information Submitted by OPEX Corporation." This document is again submitted with this revised response, but has been amended to include information on the Model 60 Rapid Extraction Desk, which, as noted above, is now included in this revised response to reflect OPEX's offering of all of its Extraction Desk products under this Contract.