

**Solicitation Number: RFP #011322****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Quadient, Inc., 478 Wheelers Farms Road, Milford, CT 06461 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Mailing and Postage Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 28, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. In addition, any lease or rental agreement entered into by Supplier or Supplier's subsidiary and a Participating Entity under this Contract will continue for the applicable term identified in the agreement, subject to the terms and conditions thereof.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Supplier may require the use of Supplier's applicable standard transaction documents, such as postage funding terms, lease or rental agreements, software license or subscription agreements, statements of work, and application packs. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased. For lease transactions between Supplier (or Supplier's subsidiary) and a Participating Entity, non-appropriation will be addressed in accordance with the lease terms; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:



- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

In the event the Contract is terminated pursuant to this section, any lease or rental agreement entered into by Supplier or Supplier's subsidiary and a Participating Entity under this Contract will continue for the applicable term identified in the agreement, subject to the terms and conditions thereof.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage,

independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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 certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.



- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Quadient, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Loutissa Perry*  
F2722F0422EC411...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Loutissa Perry

Title: Chief Procurement Officer

Title: VP of Order to Cash

3/3/2022 | 7:50 PM CST

3/4/2022 | 6:40 AM PST

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

3/4/2022 | 8:58 AM CST

Date: \_\_\_\_\_

# RFP 011322 - Mailing and Postage Equipment and Technology

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## Vendor Details

Company Name: Quadient, Inc.  
Does your company conduct business under any other name? If yes, please state: Connecticut  
Address: 478 Wheelers Farms Rd.  
Milford , CT 06461  
Contact: NAGA Accounts  
Email: us.government@quadient.com  
Phone: 203-301-3400 3602  
Fax: 203-301-3400  
HST#: 942388882

## Submission Details

Created On: Tuesday November 16, 2021 09:22:32  
Submitted On: Thursday January 13, 2022 07:20:30  
Submitted By: NAGA Accounts  
Email: us.government@quadient.com  
Transaction #: c4304b71-4fc5-40e3-9978-cffb9b64f3fb  
Submitter's IP Address: 24.60.21.170

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Quadient, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Quadient Leasing USA, Inc. Quadient Finance USA, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or DUNS number:	61985 (Cage) 080708241 (DUNS)
5	Proposer Physical Address:	478 Wheelers Farms Road Milford, CT 06461
6	Proposer website address (or addresses):	www.quadient.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Tartaro Deputy CFO 478 Wheelers Farms Road Milford, CT 06461 j.tartaro@quadient.com 203-301-3400
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Warner Government Account Manager 478 Wheelers Farms Road Milford, CT 06461 k.warner@quadient.com 2717-364-5092
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stacey Graham Government Account Relationship Manager 478 Wheelers Farms Rd. Milford, CT 06461 s.graham@quadient.com 281-928-7116

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Quadient, Inc. (Quadient), headquartered in Milford, CT, is the American operating company of the Quadient Group based in France. Quadient partners with its customers to help them achieve higher levels of efficiency, control, and value in their mailing operations. Quadient is known for its broad line of communications solutions, including mailing and shipping systems and mail support equipment, such as mailing machines, postage meters, folder/inserters, address printers, tabbers, mail sorting and tracking systems, parcel lockers, and mail center management tools. Additionally, the name change to Quadient is a reflection of our growing portfolio of software solutions that enhance our traditional products to provide full-service communications solutions.</p> <p>Quadient equipment systems and solutions are supported by a combination of direct sales and a network of independent dealers providing sales, supplies, and service to their customers. Founded in the United Kingdom in 1924, Quadient has been in the business for over 90 years. The company has had a US presence since 1956. Quadient has a long history in the provision of products, services, and support to the mailing room equipment industry. During its 90+ year history, Quadient has delivered innovative mailing solutions, including the first electronic postage meter, the first folder/inserters with automated setting adjustments, and its renowned digital ink jet mailing systems.</p> <p>We have a direct presence in 31 countries and our products and services are sold in more than 90 countries. Our core focus is the mail and shipping industry, this allows our level of expertise to shine through in our products, services, and solutions. We invest heavily in our products and software to provide our customers with the very best, most advanced, innovative solutions. More than 300 R&amp;D experts, who come from various cultures and fields of expertise, work on future generations of systems, software, infrastructures, and networks linked to business-critical communication management. Quadient dedicates more to R&amp;D, 4 - 5% of our revenues, than any other company in the industry. We focus our products, services, and solutions on the entire Mail Flow Process, from Data Creation to the documents (whether electronic or paper), to Finished Mail, to Tracking, to Expense Management, to Logistic/Shipping Solutions that help our customers control expenses, manage their customer communications, gain efficiencies, reduce operating costs and increase revenues. Over the years we have proved that we can innovate in this global changing market and our company has seen growth through continuous product innovation and process improvements. All Quadient employees, not just the Research &amp; Development (R&amp;D) department, are considered a rich source of innovative ideas. Hands-on employees know intimately how products and services operate and have many ideas for improvements. These ideas not only translate into product and service enhancements but also into internal process improvements that can lower operating costs and enrich the customer experience. Our entrepreneurial spirit, decentralized structure and engaged employees have produced many innovative ideas and products that our culture of sharing and learning from each other has helped spread across all our markets.</p> <p>Quadient's philosophy and corporate culture are based on four key attributes known as EPIC: Empowerment, Passion, Inspiration, and Community. These attributes are reinforced and demonstrated daily in our internal and external interactions with our customers. We strive to be a trusted advisor that can not only bring value to your operations but also peace of mind. Our goal is to listen and anticipate your needs so that you can focus on your business at hand. Quadient's employees are empowered to do whatever it takes to provide you with a better overall customer experience; demonstrating our commitment to deliver to you the right and best solutions to help improve productivity and efficiencies, reduce costs and improve revenue.</p>
11	What are your company's expectations in the event of an award?	<p>Quadient company expectations in the event of an award will re-energize the Sourcewell program to all Quadient sales executives across all channels. Quadient looks at this as a new contract that will enable Quadient sales executives to increase their market penetration. Sourcewell has been an extremely valuable contract in developing the government and non-profit market, and we expect revenue growth the first year of the new contract to exceed \$8,500,000 in sales, an increase of almost 50% over the prior year, with double-digit growth each and every year of the contract.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Quadient S.A. revenue was €1,029.4 million fiscal 2020. For all other financial information, we refer you to the Quadient 2020 published Registration Document at <a href="https://invest.quadient.com/en-US/financial-reports">https://invest.quadient.com/en-US/financial-reports</a>. The 2021 Quadient Registration Document will not be published until June of 2022.</p>

13	What is your US market share for the solutions that you are proposing?	Quadient is ranked #2 in the industry in US and Canada with a market share for Mail Solutions of 19%-20%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Quadient is ranked #2 in the US and Canada with a market share in Mail Solutions of 19% in the US and 20% in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Quadient has not been nor is the subject of bankruptcy or insolvency proceedings nor is our company the subject of assignment for benefit of creditors.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), 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? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Quadient is a manufacturer and service provider for Quadient branded products, both equipment, and software. Quadient has direct sales, marketing, product development, service, and administration teams that are Quadient employees. Additionally, Quadient Leasing USA, Inc., an affiliate of Quadient, Inc. provides the leasing programs for Quadient, Inc.  Quadient maintains a direct sales and service organization throughout North America. In addition to Quadient's direct sales organization, Quadient also has a nationwide authorized dealer network that provides sales, service, and administration for Quadient branded products in their authorized territories. The individuals within the Quadient authorized dealer network are employees of those dealers. Quadient requires a dealer agreement that has specific terms and conditions as they relate to Quadient products, service levels, and performance, marketing, and support, as well as ensuring they can meet the requirements of contract vehicles like Sourcewell.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Being in a regulated industry means Quadient must meet specific guidelines set forth by the United States Postal Service (USPS). The way we handle customer postage meters and official USPS funds is regularly audited by the various groups within the USPS. Quadient must remain knowledgeable and accountable to audits like SSAE16. In addition, Quadient requires our independent dealer network, through our dealer agreements, to comply with all applicable laws. Our third-party data storage vendors meet ISO 27001 security requirements. Quadient also has various certifications for government security requirements depending on the products/solutions. Additionally, some of our software products have certifications such as SOC2 to ensure we provide secure products to Sourcewell members.  Beyond regulatory requirements, Quadient has a rigorous product certification program for our service and sales organization, both on the Quadient direct side and with the independent dealer organization. This ensures full support for all Quadient products and services nationwide.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A, Quadient is currently not under nor has been under any suspension or disbarment during the past ten years.	*

Table 3: Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021</p> <p>December 2021 Quadient was issued a certificate of appreciation from the City of Los Angeles for providing excellent customer service and support throughout the COVID-19 pandemic</p> <p>May 2021 Quadient Named Overall Leader in 2020 Aspire Leaderboard for Customer Communications Management and Customer Journey, and Leader for Omnichannel Orchestration, Communication Composition, and Business Automation</p> <p>Quadient Awarded a Special Prize for its Digital Learning Approach at the French Corporate Universities' Spring</p> <p>April 2021 Quadient Recognized as Technology Leader in CCM and Customer Journey Mapping in two SPARK Matrix™ research reports</p> <p>2020</p> <p>September 2020</p>

Quadient was named a finalist in two categories in the Parcel and Postal Technology International awards 2020

October 2020

Quadient's Innovation Recognized by 2020 Parcel and Postal Technology International Awards

2019

November 2019

Quadient was awarded EcoVadis Gold Certification for its Commitment to Sustainable Development

November 2019

Material Handling Product News Reader's choice Products of the Year 2019

November 2019

2019 BESMA Winner - Telesales team of the year

October 2019

Quadient among the Top French Software Providers

August 2019

Quadient named Document Strategy Hot Company

May 2019

Quadient named Overall Leader in 2019 Aspire Leaderboard

April 2019

Celent Model Bank Award: Santander UK

March 2019

Xplor Technology of the Year Award Winner

2018

November 2018

Quadient among the Top French Software Providers

July 2018

Quadient placed among the Top ten in Truffle's Top 100 French software companies

June 2018

A special feature in 2018 Supply & Demand Chain Executive 100

May 2018

Quadient was named Overall Leader in the 2018 Aspire Leaderboard

March 2018

Quadient was awarded EcoVadis Gold Certification for its Commitment to Sustainable Development

2017

October 2017

Quadient among the Top 10 French Software Providers

April 2017

Xplor's Application of the Year Award

April 2017

Inkjet Summit 2017 - Best Transactional Case Study Award

April 2017

MHI Innovation Awards 2017 - Best New Product

March 2017

BMO Bank of Montreal Captures Celent Model Bank Award

2016

December 2016

2016 SDCE Green Supply Chain Award

October 2016

Quadient among the Top 10 French Software Providers



		<p>July 2016 Readers' Choice Top Product of 2016 by Printing News magazine</p> <p>June 2016 Quadient's GMC Software designated as a leader on the Forrester Wave</p> <p>March 2016 Dutch Packaging Awards winner</p> <p>February 2016 Quadient was named a leader in Gartner 2015 Magic Quadrant for CCM Software</p>	
20	What percentage of your sales are to the governmental sector in the past three years	24%	*
21	What percentage of your sales are to the education sector in the past three years	8%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell 2019: \$4,342,610.01 2020: \$5,061,581.29 2021: \$5,441,646.54</p> <p>NASPO 2019: \$17,488,283.40 2020: \$20,589,410.08 2021: \$17,615,241.57</p> <p>Commonwealth of Pennsylvania 2019: \$1,289,211.98 2020: \$891,378.82 2021: \$937,815.18</p> <p>Commonwealth of Massachusetts 2019: \$646,071.88 2020: \$404,608.84 2021: \$394,423.18</p> <p>State of New Jersey 2019: \$319,043.04 2020: \$637,421.96 2021: \$177,959.66</p> <p>New York 2019: \$655,002.56 2020: \$476,999.86 2021: \$1,092,468.54</p> <p>Florida 2019: \$2,279,057.46 2020: \$1,834,252.06 2021: \$1,875,783.20</p> <p>Mississippi 2019: \$28,843.86 2020: \$30,738.34 2021: \$31,252.42</p> <p>Louisiana 2019: \$37,954.00 2020: \$173,156.00 2021: \$240,428.84</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA 2019: \$3,157,892.48 2020: \$2,511,539.98 2021: \$1,413,806.48</p> <p>Veterans Administration IDIQ 2019: \$28,903.42 2020: \$1,005,245.80 2021: \$1,825,527.18</p>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City Board of Elections	Sherwin A. Suss	212-487-7290	*
Ohio University	Blaine Gabriel	(740) 593-1930	*
City of Los Angeles	Howard Bein	(213) 978-0287	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Florida	Government	Florida - FL	Full scope of Quadient products and solutions.	Varies	\$5,989,093	*
Veterans Administration	Government	District of Columbia - DC	Full scope of Quadient products and solutions.	Varies	\$2,859,676	*
State of Texas	Government	Texas - TX	Full scope of Quadient products and solutions.	Varies	\$4,429,683	*
State of New York	Government	New York - NY	Full scope of Quadient products and solutions.	Varies	\$2,224,470	*
State of California	Government	California - CA	Full scope of Quadient products and solutions.	Varies	\$3,145,544	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>Quadient, Inc. has a combination of direct sales professionals and authorized dealers nationwide. Our direct sales force consists of teams of sales professionals reporting to a sales manager within each marketplace. These teams are organized into four districts based on geography. Quadient increasingly also has sales professionals within these districts that are solely focused on public sector customers. These professionals utilize our cooperative contracts on a daily basis, as well as understand how our customers meet the needs of public entities. Our sales professionals dedicate 100% of their attention to assisting the customer in choosing the right solution to meet their needs.</p> <p>In addition to the direct sales teams in each of the Quadient Districts, we also employ a team of inside sales professionals to market Quadient to Sourcewell members via email and telephone. Quadient also has a dedicated "National and Government Accounts" team at the corporate level to serve as the liaison for all of our public contract vehicles and public sector customers, as well as ensure compliance by our direct sales and independent dealer organization.</p> <p>Our independent dealer network provides sales in the geographic areas not covered by the districts. These sales professionals are employees of the authorized Quadient dealer and are fully trained and work cooperatively with our corporate National and Government accounts team when they are working with Sourcewell members.</p>	*

27	Dealer network or other distribution methods.	<p>Quadient equipment and software systems are supported by a combination of direct sales and a network of independent dealers providing sales, supplies, and service to Quadient customers. Our national coverage model is unique and best-in-class as it is focused on providing the highest level of "local" service and satisfaction. Quadient has over 100 locations nationwide dedicated to supporting and servicing your local member locations. It has been and will continue to be Quadient's strategy that our structure provides the most responsive and reliable service support in the industry. The Quadient model encourages and promotes important and close local relationships to be developed when it relates to local service and repair requests.</p> <p>Our dealer network sales teams receive regular training on our public contract vehicles such as Sourcewell from our corporate National and Government Accounts team. These trainings are not only on how to leverage contracts like Sourcewell but also on covering current news on how public entities are leveraging Quadient's tools around the country to help them bring our solutions to market.</p> <p>Quadient will be happy to provide a listing of our authorized dealers upon request.</p>	*
28	Service force.	<p>Quadient has over 100 locations nationwide with certified direct Quadient technicians supporting the clients. We also have certified technicians that are employed by Quadient authorized dealers throughout the country. Our service professionals dedicate 100% of their attention to serving the customer to ensure the highest level of equipment uptime. All our service professionals, including authorized dealers, go through regular certifications and training on products as they are developed and brought to market.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell members can submit a signed purchase order referencing the Sourcewell contract number along with any applicable other paperwork (Statement of Work, etc.) and their Sourcewell member number in lieu of signing lease or purchase documents. This streamlines the ordering process and makes it easier for Sourcewell members.</p> <p>Signed purchase orders are sent directly to the Quadient local office or authorized Quadient dealer who, in turn, completes the necessary paperwork and submits all orders to Quadient for processing. All orders go through a quality assurance process to make sure that the Sourcewell contract number is provided, that the pricing is correct and that the purchase order is from a Sourcewell member entity. Being that all purchase orders and billing for Sourcewell transactions are centralized and processed by Quadient (and/or Quadient Leasing USA, Inc.) this will ensure that all transactions are recorded and available for Sourcewell quarterly reporting.</p> <p>Certain solutions require a Statement of Work to establish customer obligations and to detail the professional services to be performed by Quadient and/or authorized dealers. These agreements will be mutually agreed upon by Quadient and the customer prior to formal placing of the order.</p> <p>For a more detailed explanation of the order entry process, please see below:</p> <ul style="list-style-type: none"> <li>• Order paperwork is prepared by district and dealer field admin</li> <li>• Order sent by field admin to <a href="mailto:efax@quadient.com">efax@quadient.com</a></li> <li>• Order shell is set up by the Customer Information Management team using the Sourcewell price list in Oracle ERP</li> <li>• The order is released to the credit department for review</li> <li>• When the credit check passes, the order is released to the Order Entry department</li> </ul> <p>Order Entry</p> <ul style="list-style-type: none"> <li>• Ensures the paperwork contains the Sourcewell member number, Sourcewell contract number, and Sourcewell pricing</li> <li>• The order is released from the appropriate distribution center and the equipment ships directly to the customer (or to the Quadient channel partner).</li> </ul>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Quadient's core customer service mission is to make it as easy as possible for our customers to do business with us. We have a direct and authorized dealer business model that enables us to streamline our processes and eliminate redundancies by providing localized decision-making. The speed that comes with localized decision-making enables Quadient's field channel partners to offer an enhanced customer-facing experience which is a critical success factor in the marketplace. Quadient has one goal, to ensure that the Quadient equipment/solution in your facility performs optimally. To us, there is only one acceptable end result, the customer's complete satisfaction.</p> <p>Quadient Customer Service is made up of the following:</p> <ol style="list-style-type: none"> <li>a. Pre-sales Support: provided through the Quadient sales organization</li> <li>b. Quadient Maintenance Programs: Quadient and its Partners offer various maintenance programs that are second to none in the industry. Prior to dispatching a Quadient authorized technician, the local office contacts the customer and troubleshoots the issue via the phone. In most cases, the issue can be resolved, and if not, the local office will then dispatch a technician. Additionally, more and more of</li> </ol>	

our products have remote service/diagnostics options, which allow service technicians to see errors and advise customers/perform fixes without the need to dispatch someone on site.

- Standard Onsite Maintenance: 8 hours onsite response time by a Quadient authorized technician
- Quadient maintenance agreement provides zone pricing:
  - Zone 1 – maintenance for equipment located within a 50-mile radius of the local servicing location will be charged at the prices listed with the Sourcewell Contract and will not incur any additional charges
  - Zone 2 – maintenance for equipment located outside of a 50-mile radius but inside of a 150-mile radius of the local service location will incur a 15% uplift to the maintenance prices listed within the Sourcewell contract
  - Zone 3 – maintenance for equipment located outside of a 150-mile radius will incur a 25% uplift to the maintenance prices listed within the Sourcewell contract

In addition to our Standard Equipment Maintenance Plan, which is available nationwide, we may in some geographical areas offer a Premier Maintenance plan at an additional cost. This plan provides a more comprehensive service offering, with a four-hour onsite response time by a Quadient authorized technician.

Depot Repair: Certain products include a depot repair program. If the customer encounters an issue with the equipment and they are unable to resolve themselves, they can call our Dallas Call Center for support

- Call Center hours are 7 AM to 7 PM CT Monday-Friday excluding company holidays
- The answering agent will try to assist the customer to resolve their issue remotely
- If unable to resolve via phone, the agent will authorize a replacement unit to be shipped overnight during normal business hours to the customer
- Replacement unit is a factory remanufactured machine that will have all the latest updates
- Defective unit to be returned with a prepaid shipping label sent to the customer

Remote Support: provided during normal working hours and provides software technical support. Quadient's Remote Assistance means a Quadient service engineer can remotely view the screen of a machine and guide the operator. This is very useful for novice operators or temporary staff who may not be familiar with the system. Furthermore, since our online assistance can instantly analyze and provide operators with immediate answers, Quadient's Remote Assistance can significantly maximize the uptime of your system.

Preventative Care: Preventative care is provided with all Quadient maintenance programs which provide preventative care on all equipment. This increases uptime and reduces service calls. We arrange these preventative care appointments directly with customers to ensure they fit into the customer's schedule.

c. Tier-3 Support: We staff a tier-3 technical support center that uses technology to help us manage our customer experience. Monitoring response and resolution times along with timely solutions create a positive experience from an otherwise unpopular activity – getting support. Our support staff has access to our Software Quality, Integration, and Development groups and is open from 7 am to 7 pm CST.

d. 24x7 Data Center Support: We have staff on call every hour of every day. This is a commitment to supporting our customers who rely on our hosted systems for their critical shipping activity.

e. Software Quality Assurance: We provide our partners access to our defect tracking systems. This allows us to address trouble 'tickets' in a cooperative and transparent way. Additionally, we employ escalation processes that provide additional visibility and response.

f. Software Care and Support: Quadient and its partners provide software care and support which includes software updates, and software technical support.

g. Integration Support: We support the integration activities generated through our sales channels. Our support group works to ensure that the integration developer's needs are being addressed by our integration tools.

h. Post Sales Support: Quadient's National and Government Accounts Team will provide Sourcewell members with a level of service and support that is unmatched in the industry. The Government Contract Team manages questions around items such as terms and conditions, insurance, eligibility, compliance, and contract updates. The Government Strategic Relationship Team is responsible for ensuring timely and accurate billing, order coordination and implementation, postage inquiries, and any other post-sales questions or concerns. There is a dedicated email address for our

		government customers to submit their inquiries, us.government@quadiant.com. Requests to this email address are responded to within 24 hours. This team utilizes a case management system to track more complex inquiries. The National Government Account Manager is the direct contract relationship manager for Sourcewell, as well as the main individual driving the use of Sourcewell by Quadiant and its authorized dealers.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Quadiant and its authorized dealer network are willing to provide service to all US geographical areas. It should be noted that service level agreements for on-site service and/or standard delivery windows may be adjusted as geographically required.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Quadiant strongly desires to expand the Sourcewell contract in Canada. The sale of products to Canadian Sourcewell customers would be negotiated directly with our partners in Quadiant Canada on a per-customer basis in conjunction with your Quadiant Government Account Manager as the central point of contact.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Quadiant intends to provide services to customers in all 50 states and the US territories of Guam, Virgin Islands, and Puerto Rico, and select areas of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Quadiant intends to offer our products to all current and future Sourcewell members with no limits.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Quadiant standard terms and conditions outline consistent requirements for all customers in all 50 states and the US territories of Guam, Virgin Islands, and Puerto Rico. It should be noted that service level agreements and/or standard delivery windows may be adjusted as geographically required.  We ship via major carriers and freight companies. Offshore delivery is available and would be addressed on a case-by-case basis.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Quadient has a wide range of marketing strategies for promoting and communicating the value of the Sourcewell contract. As a Sourcewell vendor for the past 20 years, our organization has in-depth knowledge and strong programs in place to bring the Sourcewell contract to market.</p> <p>Driven by the National Government Accounts Manager, Quadient drives all sales executives to utilize all Sourcewell vendor resources including regional and local Sourcewell meetings, information on the Sourcewell website, notification of new Sourcewell member list, and any Sourcewell vendor training that is provided. Quadient provides this information via email to all of its direct and dealer sales operations. The Government Account Manager also manages and distributes the internal Sourcewell "Playbook", which serves as a guide for the entire organization on the value and process of using Sourcewell.</p> <p>The National Government Accounts manager also conducts monthly internal trainings with Quadient sales professionals working in the public sector specifically. During these trainings, best practices and success stories are shared, including examples of where we've brought value to a customer via Sourcewell. This knowledge is then used by the sales professionals to promote the value of Sourcewell in their marketplace.</p> <p>Quadient also conducts public-facing marketing webinars to share industry best practices. These webinars typically include a customer discussing how Quadient products meet their business goals. For example, please see the two webinars conducted in 2021 on how Elections Administrators leverage our tools to help meet the increased Vote by Mail demand - <a href="https://www.quadientdirect.com/landing/2021-vote-by-mail-webinar-resources">https://www.quadientdirect.com/landing/2021-vote-by-mail-webinar-resources</a></p> <p>Please also see the attached marketing piece entitled "Quadient_Sourcewell_Flyer.pdf" which was developed for the current contract and will be updated for the new contract. This is provided to all sales and internal marketing teams as well as our independent dealer network.</p> <p>Additionally, in terms of a Quadient Sourcewell Webpage, Quadient has developed a webpage on the Quadient website specifically for Sourcewell (<a href="https://www.quadient.com/resources/government-accounts/sourcewell">https://www.quadient.com/resources/government-accounts/sourcewell</a>). Quadient will also make available to Sourcewell this link to place on the Sourcewell website or other affiliates of Sourcewell.</p> <p>The newly updated website will include pricing, contract, and contact information. Quadient will also be updating the Quadient website to include links to Sourcewell's website. Following are the Sourcewell topics that we will post direct links to:</p> <ul style="list-style-type: none"> <li>• Sourcewell website</li> <li>• Become a Sourcewell Member</li> <li>• Sourcewell History and Authority</li> <li>• Sourcewell FAQ's</li> <li>• Quadient information on Sourcewell website</li> <li>• Links to case studies that are relevant to Sourcewell members</li> </ul> <p>Quadient sales professionals are all trained to take a tailored approach when engaging with potential customers. Our sales process involves having in-depth discovery meetings with key stakeholders to identify, quantify, and measure the challenges faced by our customers. Our team of sales professionals works in conjunction with product specialists and engineers to design a solution with measurable business impact. Our teams then deliver a Business Case, showing cost justification and the results of our solution.</p> <p>In addition to the Sourcewell specific efforts detailed above, Quadient maintains a strong generalized marketing plan that is consistently communicating the value of our products:</p> <ul style="list-style-type: none"> <li>• Quadient Direct Lead Factory Team - perform outbound phone calls to potential customers to generate appointments for our field sales organization,</li> <li>• Quadient Direct Value Proposition and Online Marketing Team - perform e-mail/social media/website marketing to generate appointments for the field sales organization</li> <li>• Inbound Lead Distribution – any prospect leads that come into Quadient are distributed to all offices (District and Dealer) that can market in the given zip code territory.</li> <li>• Outbound Database Collection – database development work consists of list cleansing as well as data verification and gathering. Our database collection reps (DCRs) call on records identified as having existing competitive meters to verify account information and gather pertinent data regarding meter model, lease/meter expiration, and monthly postage volume where available. This work allows more targeted segmentation of telemarketing campaigns.</li> </ul> <p>Please note, we have included additional example marketing pieces for your review.</p>
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<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Quadient leverages multiple technology tools to bring our solutions to market. Our direct marketing team and sales professionals consistently utilize email and social media to promote our contract vehicles like Sourcewell as well as promote the value that Quadient's products bring to the public sector.</p> <p>Our marketing team manages large databases containing over 500,000 records, which allows them to create campaigns to bring Quadient's value directly to Sourcewell members and potential members. Our online programs strictly respect privacy policies including unsubscribe requests.</p> <p>Our marketing team also regularly runs customer education webinars around specific topics targeted toward specific customer sets. Common subjects include industry changes such as carrier rate and regulation changes, demonstration of latest Quadient technology, and Quadient customer testimonials. For example, in 2021 Quadient ran a series of webinars showing how Quadient's tools are being leveraged by State and County Elections Administrators for Vote by Mail.</p> <p>Internally, Quadient utilizes Salesforce.com which enables us to data-mine various data points including government accounts/prospects and Sourcewell members that are customers/prospects. This tool enhances the ability of our sales teams to pinpoint opportunities for Sourcewell members.</p> <p>Quadient also has standard product and proposal templates which enable control and consistency across the sales organization to deliver the Quadient value proposition. This gives our sales channel the ability to custom tailor proposals with a consistent look, feel, and messaging as all the content has been standardized and approved.</p> <p>Quadient adheres to a social media agenda, for example, quadient.com, YouTube, and LinkedIn, that establishes our corporate presence as expert advisors and leaders in the mailing and shipping industry. We also promote our strong partnerships with the USPS, UPS, FedEx, and our affiliate companies:</p> <ul style="list-style-type: none"> <li>o Inspire - world-renowned customer communications management software customer experience management software developer</li> <li>o Parcel Pending - intelligent parcel lockers - We also establish our social media presence with our leadership team insights, product and customer-focused webinars, participation in industry tradeshows, and employee recognition.</li> </ul>
<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Quadient looks forward to continuing to partner with Sourcewell to bring full exposure of the Sourcewell/Quadient contract to its members. To that end, a collaborative and meaningful co-marketing strategy will bring a successful partnership. This will assist Quadient in developing and executing a targeted sales campaign through Quadient sales channels. Quadient would welcome engagement in Sourcewell marketing activity through webinars, seminars, conference calls, and other Sourcewell attended events.</p> <p>Additionally, Quadient would like Sourcewell to:</p> <ul style="list-style-type: none"> <li>• Advertise the Quadient award in the Membership Information section of the Sourcewell website</li> <li>• Advertise the Quadient award in the Sourcewell newsletter with the ability for Quadient to present our value proposition</li> <li>• Work with Quadient and some of the other successful Sourcewell partners in developing affiliated marketing campaigns</li> <li>• Continue to provide Quadient with an updated database of new members</li> <li>• Continue to provide various training programs to enhance the knowledge for Quadient sales executives and Sourcewell members</li> <li>• Continue to provide information related to changes and processes within the various government entities</li> <li>• Provide Quadient regular feedback on member perception for continuous improvement</li> </ul> <p>With 20 years of experience by the Quadient sales channel, marketing the Sourcewell contract vehicle is always top of mind and embedded into our existing sales process. This contract vehicle offers the pricing and flexibility that Sourcewell members are so often looking for and enables a level of comfort and ease in meeting the Sourcewell members' needs and requirements.</p>

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Sourcewell members can order supplies via www.myquadiant.com. Myquadiant.com offers a variety of other functions for our customers listed below:</p> <ul style="list-style-type: none"> <li>- Ordering supplies</li> <li>- View real-time postage balances</li> <li>- View and export postage spending activity</li> <li>- View, print, and pay Quadiant postage funding and Quadiant leasing invoices</li> <li>- View product operating guides and tutorial videos</li> <li>- Process and track USPS® shipments and Certified Mail™ with a subscription</li> <li>- View and export postage spending by department and postal class with a subscription</li> <li>- Access online subscription services for shipping and multi-channel document delivery</li> </ul> <p>Due to the custom nature of our products, we do not offer an e-procurement ordering process. We take a tailored approach with all of our customers, starting with a consultation with one of our sales professionals to determine the proper product. Members can reach out directly to Quadiant’s Sourcewell Account Manager and they will be contacted by the proper sales professional within 24 hours.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Quadiant has a wide range of training programs to ensure that the customer is knowledgeable on the Quadiant product/solution. At the time of installation, Quadiant provides training to all applicable individuals related to the operation and use of the product, along with ongoing training as needed. Training is provided at no charge for the period of time that the customer either has a Quadiant lease, maintenance agreement, or software care support program. Quadiant also provides additional training and support programs via the Quadiant website at no charge. This includes:</p> <ul style="list-style-type: none"> <li>• FAQ's to find answers about billing, postage, customer service and more</li> <li>• Knowledge Base to find answers to your technical questions, user guides, machine specifications, operator manuals and more</li> <li>• Training videos on both the Quadiant website and on YouTube</li> </ul> <p>Please see our answer to Question 30 for the detail on how ongoing maintenance is handled.</p> <p>Beyond the complementary hardware installation, certain products may require Quadiant’s professional services team for advanced programming, configuration, and integration. For any of these projects, Quadiant will develop a Statement of Work in consultation with the customer. There are additional charges for professional services based upon the product/need.</p> <p>In addition to our standard onsite training for new equipment installations, Quadiant offers a unique set of opportunities for Sourcewell customers as it relates to new and advanced solutions training. The industry is changing rapidly and Quadiant continues to invest in the most comprehensive set of solutions keeping us in the forefront of R&amp;D. As such, those customers embracing change as well as becoming early adopters have the exciting opportunity to take advantage of various “Power User &amp; Complex Solution Implementers” training classes within several of our advanced “Competency Centers”. Depending on the solution type, these centers are located in Milford, Ct, Atlanta, GA, Indianapolis, IN, and Dallas, TX. Quadiant also provides Advanced technical training (Train the Trainer) program for various high-end products and solutions. These training programs are available at the Quadiant “Competency Centers”. Usually, there is a cost associated with this type of advanced training program.</p> <p>Self-Installation Program: Specific low-end products are self-installed by the customer to support this type of installation. The Quadiant Call Center team in Dallas works diligently to help customers with their inquiries and assist them with getting their product operational. Many customers are surprised by how easy this is to do without calling us.</p> <p>If the customer requires any assistance or encounters a problem during the self-installation process, we do have support information available 24/7 which is much more accessible and immediate.</p> <ul style="list-style-type: none"> <li>– The operation instructions provided indicate how quick and easy the product is to install without any help.</li> <li>– There is also our customer-oriented knowledge base. These web materials are very clear in how to unpack install and set up. There is even a section on troubleshooting if issues are encountered.</li> </ul>



41	Describe any technological advances that your proposed products or services offer.	<p>Quadient provides technology tools to support organizations in how they send and receive communications and goods. Our products help our customers better connect with their business environments through hardware, software and services. With hundreds of patents, Quadient invests significant resources to its new product research and development.</p> <p>Our products are focused on four key areas:</p> <p>Mail Related Solutions: hardware and software to more efficiently and securely send and receive mail and parcels. In 2020, Quadient launched the new IX series mailing systems with SMART software, providing business users a central platform for managing all their mailing and shipping processing and expenses.</p> <p>Business Process Automation: Software solutions geared to automation communications and document creation and delivery. Quadient's Impress software provides a user-friendly outbound document automation platform that automates the customer communication workflow for small and medium businesses (SMBs). The comprehensive cloud-based platform provides the flexibility to prepare and send single or batch transactional documents to customers through any combination of channels—print, digital or outsourced.</p> <p>Parcel Locker Solutions: Intelligent Parcel Locker receiving systems that provide full end-to-end chain-of-custody and security for inbound parcels. Our parcel locker's easy-to-use interface enables you to track parcels and notify recipients of delivery in real-time. Package pick-up takes seconds, and lockers can be accessed 24/7 for convenient self-service pick-up.</p> <p>Customer Experience Management: Software designed to help organizations better engage and interact with their customers and potential customers. Our award-winning Inspire platform helps organizations create a nimble, effective, and unified customer communications infrastructure to deliver a complete omnichannel customer experience that spans the entire customer journey.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For more than a decade, we have been committed to protecting and preserving the environment. Given our activities, our main environmental challenges are related to our carbon footprint on the one hand, and on the other hand, the impact of our products and solutions throughout their lifecycle.</p> <p>We support the global transition to a low carbon economy by reducing the company's greenhouse gas emissions. We have set greenhouse gas emissions reduction targets to contribute to limiting the average global warming to well below 2°C, in line with the 2015 Paris Agreement. We participate in initiatives to reduce energy consumption, optimize upstream and downstream freight transport, and reduce the carbon footprint of our products. 100% of our industrial sites are certified ISO 14001.</p> <p>We adhere to the principles of a circular economy through our sustainable design and responsible manufacturing approach and deploy collection processes for our end-of-life products and consumables.</p> <p>Eco-design of Quadient products aims to minimize their impact on the environment over their entire life cycle. This takes all environmental concerns into account. It sets out a number of priorities, including the choice of materials, the number of components, the ratio between product and packaging volume, noise levels, energy consumption, and, for the most recent ranges of products, end-of-life recycling, and dismantling. Applied successfully to the IS and IN mailing systems, this eco-friendly design policy has also delivered proven results for the DS family of folders/inserters.</p> <p>Our machines conform to the most stringent and respected environmental standards in the world, including Energy Star, RoHS, DEEE, EuP, and REACH.</p> <p>As part of its environmental strategy, Quadient has been part of the CDP since 2009. In 2021, Quadient was awarded a B score (considered as a Management level* in the sector), acknowledged for its efforts made in risk management linked to climate change and a reduction in its greenhouse gas emissions (GHG).</p> <p>For more information, please refer to our non-financial performance statement:  <a href="https://resources.quadient.com/m/421ad43953353e6/original/Quadient_DPEF_2020_EN.pdf">https://resources.quadient.com/m/421ad43953353e6/original/Quadient_DPEF_2020_EN.pdf</a></p> <p>Please also see the attachments entitled "Sustainable Design and Responsible Manufacturing" and "Our approach to Responsible design and manufacturing_February 2020_v2"</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In January 2019 and in 2020, Quadient has been rated “Gold” by EcoVadis in recognition of its commitment and performance in terms of Corporate Social Responsibility. The EcoVadis rating agency certifies companies’ commitment to sustainable business development, specializing in assessing suppliers for global supply chains. Its rating methodology is based on international sustainable development standards such as the Global Reporting Initiative (GRI), the United Nations Global Compact, and ISO 26000. It is based on 21 indicators in the following 4 areas: Environment, Social Policy, and Working Conditions, Business Ethics, and a Responsible Supply Chain. Quadient, a participant since 2004 under its former name Neopost, is placed among the top 1% of suppliers recognized by EcoVadis as being the most advanced and committed to sustainable development in all sectors—an increase from being rated in the top 2% in 2018.</p> <p>For information on additional Quadient CSR recognition please refer to <a href="https://www.quadient.com/about-us/corporate-responsibility/CSR-recognition">https://www.quadient.com/about-us/corporate-responsibility/CSR-recognition</a></p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Although Quadient itself is a large business concern/entity, Quadient encourages and supports minority, woman-owned, or disadvantaged business programs across the entire Quadient enterprise. Today Quadient enjoys relationships with contracted WMBE channel distribution partners within our enterprise network and we are looking to expand this important diversity channel each and every day. In addition, Quadient utilizes a core group of MWBE suppliers internally.</p> <p>Select Quadient independent dealers have obtained various certifications. Please see the document “Quadient Dealer Certifications”.</p> <p>Additionally, Quadient has teaming partnerships with various companies that are classified by the federal government as; small business enterprise, veteran-owned small business, disabled veteran-owned small business, and HUB Zone/SDB that can provide Sourcewell members with additional avenues for specific accreditations in the procurement process.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Having been a vendor partner with Sourcewell for twenty years, Quadient understands the value that the program brings to its members and to its vendors. We are embedded into the Sourcewell culture.</p> <p>Quadient is unique being that we are the only vendor in the industry offering complete end-to-end solutions that can be customized for public entities of all sizes. Our solutions will enable your members to cost-effectively send and receive physical mail, digital communications, and traceable packages conveniently from existing work locations.</p> <p>Quadient also has a unique approach to working with Sourcewell members. We take a tailored approach starting with a needs assessment process to identify Sourcewell members' specific communication challenges. This enables us to make precise solution recommendations as well as provide a full business justification detailing the measurable results our solutions will achieve. Quadient does not just offer products to choose from a list; we deliver specific results to improve customer satisfaction, lower operational costs, mitigate risk, and increase operational efficiency.</p> <p>Quadient offers a nationwide network of local offices that your members can access to consult with highly-trained partners familiar with their businesses. The added benefit is immediate access to locally-based field service technicians and sales professionals who are tuned into the unique concerns of the public sector in their area.</p> <p>Quadient offers various leasing and financing options through Quadient Leasing USA, Inc., an affiliate of Quadient. Sourcewell members can submit a signed purchase order referencing the Sourcewell contract number and their Sourcewell member number in lieu of signing lease documents. This streamlines the ordering process and makes it easier for Sourcewell members.</p> <p>Cloud-based Solutions:  Quadient offers unique solutions via various "cloud-based" products. Cloud computing is sometimes referred to as "Software as a Service". Some of the advantages of cloud-based solutions are below.</p> <ul style="list-style-type: none"> <li>• Cost reduction to government entities, being that cloud technology is incremental, saving entities money</li> <li>• Increased storage capabilities</li> <li>• Highly automated: No longer does IT personnel need to worry about keeping the software up-to-date, along with computing issues. Government organizations will be free to concentrate on innovation</li> <li>• Flexibility: Cloud computing offers much more flexibility than past computing methods</li> <li>• Mobility: Users of the cloud solution can access information wherever they are, rather than having to remain at their desks</li> </ul> <p>Quadient e-Solutions:  Quadient offers solutions that manage, track and control government entity communications, but are outside the traditional mail center. These include:</p> <ul style="list-style-type: none"> <li>• Output Management Solutions</li> <li>• Integrated Address Management</li> <li>• Integrated Data Services</li> <li>• Electronic Document Delivery</li> <li>• Enterprise Desktop Shipping</li> <li>• Document Storage &amp; Retrieval</li> <li>• Disaster Recovery</li> <li>• Hybrid Mail</li> </ul> <p>Quadient adheres to a strategic Business Continuity Plan in conjunction with a standardized audit protocol by the United States Postal Service®. Contingency plans for natural disasters and any serious adverse events affecting facilities, employees, customers, infrastructure, or the environment are in place.</p> <p>Annual internal audits by the USPS, Internal Revenue Service, International Standardization organization and state and local governments reinforce industry compliance.</p>
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**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The Quadient warranty program is offered from the date of installation of the equipment for a period of 90 days. This warranty covers all defective parts and all labor associated with the required warranty repair. Additionally, any parts fitted outside the warranty period on equipment covered by a maintenance contract are also covered for a period of 90 days after replacement. We unconditionally guarantee that our equipment will perform to specification. If for any reason a product does not perform at published specification levels and we cannot repair it, we will replace it with a comparable product.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Quadient products covered under warranty will be repaired or replaced if found not working in accordance with their manufacturer's specifications. Therefore, usage outside of the manufacturer's specifications will not be covered. Consumable supplies and wearable parts are not included.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are over 100 Quadient offices that will provide warranty repairs throughout the country. Quadient account representatives in local communities are easily accessible by phone, email, or in person. Our decentralized, closer-to-the-customer business philosophy empowers local management to make quick decisions when responding to customer concerns. Certain warranted products are serviced via the Quadient Depot repair program.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We do both, this depends on the product and the manufacturer.
51	What are your proposed exchange and return programs and policies?	Quadient products that are covered under warranty are repaired or replaced if found not working in accordance with the manufacturer's specifications. The replacement unit is provided at no charge to the customer.
52	Describe any service contract options for the items included in your proposal.	<p>Quadient and its partners offer maintenance service and software support for the equipment and solutions we market, which is second to none in the industry. Quadient agreements provide the parts and labor associated with ordinary maintenance of the products due to normal wear and tear, as well as support for any specific customer equipment/software operational issues.</p> <p>Prior to dispatching a Quadient authorized technician, the local office contacts the customer and troubleshoots the issue via the phone. In most cases, the issue can be resolved, and if not, the local office will then dispatch a technician.</p> <ul style="list-style-type: none"> <li>• Standard Onsite Maintenance: 8-hour onsite response time by a Quadient authorized technician <ul style="list-style-type: none"> <li>– Zone maintenance pricing based on distance from authorized Quadient service location</li> </ul> </li> <li>• Premier Maintenance: This plan provides a more comprehensive service offering, with a four-hour onsite response time by a Quadient authorized technician. Premier maintenance is provided in some geographical areas as an option</li> <li>• Remote Support: Provided during normal working hours and provides software technical support</li> <li>• Depot Repair: specific products</li> <li>• Preventative Care: Preventative care is provided with all Quadient maintenance programs</li> <li>• Software Care: provides software support and software updates</li> </ul> <p>For some software products, Quadient also offers "block hour" professional services contracts. This allows Sourcewell members to utilize our professional services team as needed for any new integrations/software changes outside of standard functionality.</p>

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>The service level benchmarks and SLA's that Quadiant, Inc. recommends and can commit to are:</p> <ul style="list-style-type: none"> <li>• Dedicated toll-free number with US-based operators</li> <li>• One- or two-hour average call back time dependent upon the level of contract</li> <li>• Four-hour average response time for premier contract customers</li> <li>• Preventative maintenance includes:               <ul style="list-style-type: none"> <li>o 90% average first-time fix</li> <li>o 95% average of all calls are responded to within the contracted and agreed upon response time to site</li> </ul> </li> </ul>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>The service level benchmarks and SLA's that Quadiant, Inc. recommends and can commit to are:</p> <ul style="list-style-type: none"> <li>• Dedicated toll-free number with US-based operators</li> <li>• One- or two-hour average call back time dependent upon the level of contract</li> <li>• Four-hour average response time for premier contract customers</li> <li>• Preventative maintenance included:               <ul style="list-style-type: none"> <li>-- 90% average first-time fix</li> <li>-- 95% average of all calls are responded to within the contracted and agreed upon response time to site</li> </ul> </li> </ul> <p>Please see the maintenance terms in the provided agreements.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Quadient payment terms are net 30 days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Quadient offers various leasing and financing options through Quadient Leasing USA, Inc., an affiliate of Quadient Inc. Sourcewell members can submit a signed purchase order referencing the Sourcewell contract number and their Sourcewell member number in lieu of signing lease documents. This streamlines the ordering process and makes it easier for Sourcewell members.</p> <p>Quadient Leasing USA, Inc. is able to provide both a Fair Market Value (FMV) and Lease to Own Purchase (LTOP) lease programs with the ability to combine hardware, software, software support, maintenance services, and meter rental into one simple payment.</p> <p>As a leasing company 100% dedicated to the mailing, shipping, and document handling industry, we offer the flexibility to take advantage of the most advanced equipment and systems available. Additionally, we ensure you have the ability to stay in complete compliance with USPS regulations.</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Signed purchase orders can be sent directly to the Quadient local office or authorized Quadient dealer who, in turn, completes the necessary paperwork and submits all orders to Quadient for processing. All orders go through a quality assurance process to ensure that the Sourcewell contract number is provided, that the pricing is correct, and that the purchase order is from a Sourcewell member entity.</p> <p>Certain products may require additional documents such as a Statement of Work or Application Pack. These vary by product and are agreed upon in writing prior to the order being placed as part of our sales process.</p> <p>Being that all purchase orders and billing for Sourcewell transactions are centralized and processed by Quadient (and/or Quadient Leasing USA, Inc.) this will ensure that all transactions are recorded and available for Sourcewell quarterly reporting.</p> <p>For a more detailed explanation of the order entry process, please see below:</p> <ul style="list-style-type: none"> <li>• Order paperwork is prepared by district and dealer field admin</li> <li>• Order sent by field admin to <a href="mailto:efax@quadient.com">efax@quadient.com</a></li> <li>• Order shell is set up by the Customer Information Management team using the Sourcewell price list in Oracle ERP</li> <li>• The order is released to the credit department for review and when the credit check passes, the order is released to the Order Entry Department</li> <li>• Order Entry ensures the paperwork contains the Sourcewell member number, Sourcewell contract number, and Sourcewell pricing</li> <li>• The order is released from our warehouse in Byhalia and the equipment ships directly to the customer or to the Quadient channel partner</li> </ul>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Quadient accepts p-card procurement for payment without additional costs to Sourcewell Members. However, please note, p-cards are not accepted for postage payments. For recurring p-card payments, the customer fills out a form and is set up in our system. When the invoice drops, the payment is pulled from the card.</p> <p>For a one-off payment (monthly, quarterly), the client contacts our Customer Service Department. They will assist the customer with making the payment over the phone. If they are not able to assist at the first point of contact, a case and form are submitted to our Cash Apps department for processing.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Quadient has submitted pricing based on a "Product Category Percentage Discount from Commercial Suggested List" concept. This percentage discount from list is applied to the various product categories. This discount percentage will apply to all items within that specific category.</p> <p>When Quadient launches or replaces products on the commercial price list, they will immediately be available to Sourcwell members at the submitted discounted % off commercial price based on their category. In addition to the % discount off commercial price, Quadient is offering free standard shipping, installation, and training for all products.</p> <p>Attached is the Quadient price list for all Quadient products. Upon award, Quadient will provide a catalog showing the Sourcwell discount for each category on the price page. This will be available to Sourcwell members on the Quadient and the Sourcwell website.</p> <p>Quadient offers products for purchase or lease. Most products have an annual maintenance/software support/renewal. Some of our products are based on monthly subscriptions. As an authorized USPS vendor, we also provide USPS postage meter rental for applicable equipment.</p> <p>Please see below for the lease rates offered to Sourcwell members based on member type. Leasing provides value to Sourcwell members by allowing them to bundle service and renewal costs with the purchase cost into a consistent payment over a set period of time.</p> <p><b>State &amp; Local Government Entities</b>  Lease Types: Fair Market Value (FMV or LTOP)  Lease Terms: 12, 24, 36, 48, 60, 63 months  Lease Rates:  12 months = 0.0907  24 months = 0.0490  36 months = 0.0352  48 months = 0.0283  60 months = 0.0243  63 months = 0.0236</p> <p><b>All Other SOURCEWELL Members</b>  Lease Type: Fair Market Value (FMV)  Lease Terms: 12, 24, 36, 48, 60, 63 mo  Lease Rates:  12 months = 0.0888  24 months = 0.0471  36 months = 0.0332  48 months = 0.0263  60 months = 0.0222  63 months = 0.0215</p> <p>Please see the included lease terms in the docs entitled, "Sourcwell State Local Government Lease Terms V9 2020" and "Sourcwell Non-profit Private School University Lease V9 2020"</p> <p>Additionally, for Sourcwell members who choose to procure via a purchase, we have included the "Sourcwell Product Purchase Agreement -V9 2020".</p>

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Professional Services - 0% Parcel Lockers - 0% Supplies - 0% Data Quality - 0% Output Management Software - 5% Inbound Tracking - 5% Production Mail Sorters - 0% Production Mailing Systems - 0% Document Systems (Letter Openers and Folders) - 10% Addressing Systems - 20% Document Systems - Production - 22% Document Systems (Low, Mid, High) - 30% Outbound Shipping & Tracking - 30% Mailing Systems and Accessories - 35% USPS Mailing Meter Rentals and Services - 23-55%	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quadient will offer additional discounts from the established Sourcewell contract pricing based on the following:  1. Quadient Product Promotions: When Quadient has a promotional pricing program that is lower than the published Quadient Sourcewell Pricing Agreement, Quadient will extend that promotion to ALL Sourcewell members. Being that most of these types of promotions are very short-term (one to three months), it would be extremely difficult to re-publish the Sourcewell pricing catalog. Quadient will make this a pricing policy that will be included in the Sourcewell Playbook that is available to all Quadient Authorized Dealers and Direct Sales Operations.  2. Quadient Package Pricing: When Quadient offers package pricing (equipment and applicable accessories), and the package pricing is lower than the established Sourcewell contract pricing based on individual items, Quadient will make these package pricing items available to all Sourcewell members. Quadient will make this a pricing policy that will be included in the Sourcewell Playbook that is available to all Quadient Authorized Dealers and Direct Sales Operations.  3. Spot Pricing Reductions: Quadient will provide spot pricing reductions for Sourcewell members. This pricing reduction will be based on; competition, specific Sourcewell members' volume, volume commitment, specific needs, or special requirements that would justify a price discount.  The advantage to the Sourcewell members is that they CAN still use the Sourcewell contract number even if Quadient provides them with a Product Promotion, Package Pricing or Spot Pricing Reduction.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quadient can provide sourced products as an open market item. All sourced products must be identified on the purchase order as "Open Market". A quote of these items will be presented upon request by Quadient Direct or Authorized Dealer to the Sourcewell member.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Quadient/Quadient Leasing has a \$100 document fee for leases only. This fee is included in the lease payment.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard Shipping, delivery, and installation are included at no additional cost to a Sourcewell member. If the Sourcewell member requests expedited shipping (i.e. next day air), Quadient will provide a quote at the time of order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We ship via major carriers and freight companies. Shipping and delivery to Canadian Sourcewell customers would be negotiated directly with Quadient Canada. Offshore delivery is available and would be addressed on a case-by-case basis.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Following are some of the delivery methods available. <ul style="list-style-type: none"> <li>• Special handling: next day shipment, air shipment</li> <li>• Delivery of software via email or internet download</li> <li>• Ability to deliver and distribute via Quadient website</li> </ul>	*



**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Yes

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Being that all purchase orders and billing for Sourcewell transactions are centralized and processed by Quadient (and/or Quadient Leasing), this will ensure that all transactions are recorded and available for Sourcewell quarterly reporting. As it relates to ensuring that Sourcewell members obtain the proper pricing, please refer to the Quadient response to the 'order process'. The self-audit process is as follows:</p> <ul style="list-style-type: none"> <li>• Quadient Government Operations team receives a monthly sales file the first week of every new month.</li> <li>• The Government Operations Reporting Specialist will review the monthly sales report and identify all sales utilizing the Sourcewell price list.</li> <li>• The Government Operations Reporting Specialist prepares the Sourcewell sales report and submits to the Quadient Accounts Payable Team for the three-month period of reporting.</li> <li>• The Government Operations Reporting Specialist submits the reporting to Sourcewell and the check is physically mailed.</li> </ul>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The volume and dollar amount of transactions on the contract will be reviewed on a quarterly basis by the Government Accounts Manager. The numbers will be compared to previous quarters and fiscal years and action taken accordingly to drive business for the contract. Success will be measured against historical results.</p> <p>Additionally, the Government Accounts Manager will review what products are being sold on the Sourcewell contract each quarter. Quadient provides a wide range of products, and through sales and marketing, we have a goal to ensure our customers are aware of all the value we can provide. Success will be measured with this metric.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Quadient will provide a 2% administrative fee for all Quadient products and solutions, for purchase and lease. The administrative fee is not applicable for the following items: United States postal meter rental, maintenance, software care, and software support. This is the current policy on the existing Quadient/Sourcewell contract, Quadient GSA federal contract, and other Quadient cooperative contracts.</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Quadient is providing to Sourcewell members all Quadient branded products and solutions that are marketed in the United States and Canada as applicable. Quadient provides solutions that better help organizations communicate. Formerly known as Neopost, Quadient has been a worldwide leader in mailing solutions for decades, but our solutions have evolved far beyond the realm of physical mail. We reached a milestone where our previous name no longer represented the capabilities and direction of our company, and thus in 2020, the company was rebranded as Quadient. For more information visit: <a href="https://www.quadient.com/about-us">https://www.quadient.com/about-us</a>.</p> <p>Quadient hardware and software solutions consist of 4 key components:</p> <p><b>Mail-Related Solutions:</b> For organizations who need to simplify mail, we provide the hardware, software, and expertise required to deliver accurate and timely physical communications.</p> <p><b>Business Process Automation:</b> For organizations who want to streamline document production processes and departmental workflows, we provide digital solutions that help automate communications and accelerate cash flow.</p> <p><b>Customer/Taxpayer Experience Management:</b> For enterprises that must compete by creating exceptional customer experiences, we provide omnichannel software solutions and expertise that deliver compliant and meaningful customer interactions.</p> <p><b>Parcel Locker Solutions:</b> For organizations and people who need to manage a growing volume of deliveries and returns, we provide and operate a smart and secure pick-up, drop-off solution that offers convenience and peace of mind.</p> <p>We are offering a variety of procurement methods consisting of purchase, rental and various leasing programs to meet a client's requirements. Quadient provides both hardware and software solutions for all product categories. Quadient product details and solutions overview have been provided in the attached document entitled "Quadient Product Information".</p> <p>The product categories consist of:</p> <ul style="list-style-type: none"> <li>• Mailing solutions</li> <li>• USPS Postage meter rentals</li> <li>• Folder/Inserter systems and solutions</li> <li>• Addressing systems and solutions</li> <li>• Document composition and output management solutions</li> <li>• Postage/Shipping Accounting solutions</li> <li>• Inbound Parcel/Mail tracking solutions</li> <li>• Outbound Parcel/Mail tracking solutions</li> <li>• Intelligent Parcel lockers</li> <li>• Associated furniture for all equipment</li> <li>• Tabbers</li> <li>• Letter openers</li> <li>• Professional services for software implementation and integration</li> <li>• Training programs</li> <li>• Various maintenance and service programs</li> <li>• Supplies</li> </ul>
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72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Provided below are the main categories with each subcategory. (please note, within each main and subcategory there can be maintenance, software care and support, professional services, and applicable software)</p> <ul style="list-style-type: none"> <li>• Mailing solutions             <ul style="list-style-type: none"> <li>o Low Volume</li> <li>o Medium Volume</li> <li>o High Volume</li> </ul> </li> <li>• Mailing Meter Rentals</li> <li>• Folder/Inserter systems and solutions             <ul style="list-style-type: none"> <li>o Low Volume</li> <li>o Medium Volume</li> <li>o High Volume</li> <li>o Production Volume</li> <li>o Software</li> </ul> </li> <li>• Addressing systems and solutions</li> <li>• Document management solutions             <ul style="list-style-type: none"> <li>o Software</li> </ul> </li> <li>• Accounting solutions             <ul style="list-style-type: none"> <li>o Software</li> </ul> </li> <li>• Inbound             <ul style="list-style-type: none"> <li>o Hardware</li> <li>o Software</li> </ul> </li> <li>• Outbound Mail/Parcel tracking solutions             <ul style="list-style-type: none"> <li>o Hardware</li> <li>o Software</li> </ul> </li> <li>• Intelligent Parcel Lockers</li> <li>• Associated Furniture</li> <li>• Tabbers</li> <li>• Letter openers</li> <li>• Professional Services</li> <li>• Training programs</li> <li>• Various maintenance and service programs             <ul style="list-style-type: none"> <li>o Standard Maintenance</li> <li>o On-site Maintenance</li> <li>o Remote Maintenance</li> <li>o Software Care and Software Support</li> </ul> </li> <li>• Supplies</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Solutions for the receiving, handling, preparation, packaging, tracking, and shipping of mail and parcels, including equipment, technology, hardware, software, supplies, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the full scope of our solutions on the Sourcewell contract. *
74	Purpose-built mailroom furniture, furnishings, security or storage systems, and equipment, with related supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide custom designed furniture for our equipment as well as our intelligent Parcel Locker systems. *
75	Postage systems of all types and postal cost-optimization solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the full scope of our postage solutions and postal cost optimization solutions on the Sourcewell contract.
76	Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Quadient offers full installation, training, and ongoing maintenance and support of all products on this contract. We also have an extensive professional services team that has the ability to do custom integrations of some of our solutions, depending on the need. *

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe the ability to integrate the solutions you offer with other mailroom technologies, if any.	While known for our expertise in mailing hardware, Quadient also offers many software products that have the ability to integrate with customers' back-end systems and other mailroom technology. The ability to do so depends on the specific product and solution, but our professional services team engages with our customers to detail possible integrations as part of our sales process. An example of our integration is the ability to connect to Microsoft Active Directory to populate internal employee information for delivery with our inbound parcel solutions. *
78	Describe your ability to customize your proposed solutions to unique customer requirements.	<p>During the sales process, Quadient conducts an assessment of the prospect's current communication processes. The assessment process enables us to identify the Sourcewell member's specific communication challenges and how they align with their business goals. This enables us to make precise solution recommendations as well as provide a full business justification detailing the measurable results our solutions will achieve. Each engagement with a customer results in a customized solution.</p> <p>Some of the items that are discovered during the survey/assessment process that allow Quadient to propose unique solutions:</p> <ul style="list-style-type: none"> <li>• Current equipment/software and layout of physical space</li> <li>• Current Total Cost of operation</li> <li>• Current processes - how does a communication get generated and distributed?</li> <li>• Pain points or "gaps" in the process and what they mean to the customer (ex. lost revenue, taxpayer dissatisfaction)</li> <li>• Unique needs to that organization, specifically any integration or working with back-end systems</li> </ul> <p>The professional services team develops a full Statement of Work (SOW) with each customer - this is a mutually agreed-upon document that outlines all of the current and proposed new processes and solutions that the customer would like to incorporate into the new Quadient solution. This allows Quadient to develop and deliver unique solutions to each customer with measurable improvements to their organization.</p>

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Quadient Sourcewell Pricing.pdf - Monday January 10, 2022 08:03:27
- [Financial Strength and Stability](#) - NEO-QUA-URD-2020-en-ecobook.pdf - Thursday January 06, 2022 09:15:55
- [Marketing Plan/Samples](#) - Quadient Marketing Examples.zip - Monday January 10, 2022 08:26:53
- [WMBE/MBE/SBE or Related Certificates](#) - Quadient Dealer Certifications.pdf - Thursday January 06, 2022 09:20:23
- [Warranty Information](#) - Quadient Maintenance Terms\_V1-2020.pdf - Thursday January 06, 2022 09:20:44
- [Standard Transaction Document Samples](#) - Quadient Standard Transaction Document Samples.zip - Monday January 10, 2022 08:26:31
- [Upload Additional Document](#) - Quadient Additional Docs\_Cover Letter\_Product Portfolio\_CSR.zip - Monday January 10, 2022 08:25:47

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Tartaro, Deputy CFO, Quadiant, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Mailing_Postage_Eqpt_Tech_RFP_011322</b> Wed January 5 2022 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Mailing_Postage_Eqpt_Tech_RFP_011322</b> Tue January 4 2022 09:16 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Mailing_Postage_Eqpt_Tech_RFP_011322</b> Mon January 3 2022 03:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Mailing_Postage_Eqpt_Tech_RFP_011322</b> Thu December 2 2021 02:57 PM	<input checked="" type="checkbox"/>	1