

RESOLUTION NUMBER 7790

WHEREAS, the Board of Public Works Billing Department’s document inserter was purchased in 2021; and

WHEREAS, said document inserter has since been serviced by Quadient, Inc. (“Quadient”); and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to enter into a Maintenance Agreement with Quadient to continue servicing said document inserter.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor, Finance Director, and Board of Public Works Utility Billing Supervisor are hereby authorized to enter into a Maintenance Agreement with Quadient, Inc., for the servicing of said document inserter. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.


SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18th day of May, 2026.

Attest:



Amanda Kuhlman, Deputy City Clerk



Robert Morgan, Mayor

Exhibit "A"



Maintenance Agreement

Section (A) Office Information

Office Number: 2620	Office Name: Lincoln	Office Phone #:	Date Submitted: 5/13/2026
------------------------	-------------------------	-----------------	------------------------------

Section (B) Billing Information

Company Name (Full legal name): BEATRICE BOARD OF PUBLIC WORKS		
DBA:		
Bill To Customer Number: BEATRICE BOARD OF PUBLIC WORKS	Department:	
Billing Address: 400 Ella St		
Billing City: Beatrice	State: NE	Zip Code + 4: 68310 3856
Billing Contact Name: Kerri McGrury	Contact Phone Number: 402 228 5211	
Billing Contact Title:	Tax Exempt Number:	
Billing Contact email Address: Kmcgrury@beatrice.ne.gov	Purchase Order Number:	

Section (C) Installation Address Information

Company Name (Full legal name):		
DBA:		
Equipment Installation Address:		
Equipment Installation City:	State:	Zip Code + 4:
Contact Name for Maintenance Support:		Contact Work Phone Number:
Contact Title:	Department:	Contact Cell Phone Number:
Contact Email Address:		
Alternate Contact Title:		Alternate Contact Phone Number:

Section (D) Covered Equipment & Maintenance Support

	Model Number	Description	Serial Number	Lease / Order Reference	Maintenance Support Level	Annual Price
1	DS75I3Si	SILVER LEVEL- Inserter contract	21GP1517			\$ 4,169.00
2						\$
3						\$
4						\$
Coverage Period					Maintenance Subtotal	\$ 4,169.00
Commencement Date: 5/13/26		Renewal Date: 5/12/27		Tax		\$ 0.00
					Total Due	\$

Section (E) Coverage Notes / Special Instructions

Section (F) Approval

This document consists of a Maintenance Agreement ("Maintenance Agreement") with Quadiant, Inc. Your signature constitutes an offer to enter into the Maintenance Agreement and acknowledges that you have received, read, and agree to all applicable terms and conditions (version M-V1-2020), which are also available at <https://resources.quadiant.com/m/89c0e30f883588d/original/Maintenance-Agreement-Terms-V1-2020.pdf>, and that you are authorized to sign the agreement on behalf of the customer identified above. The applicable agreement will become binding on the companies identified above only after an authorized individual accepts your offer by signing below.

Authorized Signature

Robert Morgan, Mayor
Print Name and Title

Date Accepted

5-18-26

Accepted by Quadiant, Inc.

Date Accepted

Quadi^{ent} Maintenance

Thank you for purchasing Maintenance Services from Quadi^{ent}, Inc. ("Quadi^{ent}"). This document is a part of your agreement with Quadi^{ent} and it provides additional details regarding Quadi^{ent}'s Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Installation Address. Quadi^{ent} agrees to provide maintenance services associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Quadi^{ent} may, at its option, designate a third party to provide Maintenance Services. Quadi^{ent}, in its sole discretion, may service any Product by replacing it with a new, or like-new Product; provided that such replacement product is substantially similar to the Product. Maintenance Services will be provided during Quadi^{ent}'s normal business hours at the Installation Address. Any parts that are replaced by Quadi^{ent} while performing Maintenance Services become the property of Quadi^{ent}.

Quadi^{ent}'s Order Form with the Customer will indicate whether Customer is to receive Bronze, Silver or Gold level Maintenance Services. The entitlements that are provided for each level of service are set forth in the following table:



Entitlements	Gold	Silver	Bronze
24/7 Web Access	✓	✓	✓
Telephone Support	✓	✓	✓
Onsite Labor	✓	✓	✓
Spare Parts Included	✓	✓	
Wearable Parts Included	✓	✓	
Priority Call Answering	✓		
Annual Customer Training	✓		
No Fuel Surcharges	✓		
4 hr Response Time ¹	✓		
8 hr Response Time ¹		✓	✓
Preventive Maintenance Included	Up to 3X/12 mos	Up to 2X/12 mos	
Rate Updates	Unlimited	2X/12 mos	1X/12 mos

Any entitlements that are not included in the Maintenance Services purchased by Customer are available at an additional charge.

¹ Onsite response time in business hours.



WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from Quadient Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay: (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Quadient is deemed unnecessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Quadient's then-current published rates for time and materials. In the event that the average U.S. National Gasoline Price Index increases by more than fifty percent (50%) in any twelve (12) month period, Customer shall pay a fuel surcharge of up to ten dollars (\$10.00) for each onsite visit by Quadient for Maintenance Services.

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadient may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**
Unless otherwise specified in the agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Quadient prior to the end of the Initial Maintenance Term, or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year term at Quadient's then-current rate for such service.
- **For Leased Products:**
The term of the Maintenance Services for Leased Products will be equal to the term of the lease.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadient of a need for service by contacting Quadient in the manner directed by Quadient. Quadient may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadient determines



that on-site service is necessary, Quadiant shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIANT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadiant's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Any services that are not included in the entitlements associated with the level of maintenance purchased by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadiant or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadiant;
- Upgrades or updates to software;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadiant's specifications;
- Recovery of any customer data stored within Quadiant Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadiant determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadiant and application configuration and set-up. In the event Customer requests Quadiant to perform an Excluded Service, Customer shall pay Quadiant its then-current hourly rate for those services (including travel time), as well as Quadiant's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadiant's published specifications. Except as specified and approved by Quadiant, Customer shall not perform, or permit third parties to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadiant performing Maintenance Services.



USE OF QUADIENT SUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the Customer uses only Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadiant Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadiant components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadiant may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadiant full and free access to the Products and the use of necessary data communications facilities, networks, systems and equipment at no charge to Quadiant as may be reasonably necessary for Quadiant to perform Maintenance Services including, but not limited to, remote access to the Products.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadiant's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Quadiant may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due to Quadiant or its affiliates;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Quadiant Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Quadiant.**

Furthermore, if the Products are being leased, the Maintenance Services shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

****Click [HERE](#) for recommended monthly volume limits.**