



Solicitation Number: RFP #110923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kardex Remstar LLC, 41 Eisenhower Drive, Westbrook, ME 04092 (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 Physical Storage Systems and Equipment with Related Software and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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.

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 or its authorized dealers, distributors, or resellers, as applicable. 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 events:

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; 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, performance issues, 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Contract 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, 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. *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.

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 liability-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. *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 cannot 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 a 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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Kardex Remstar LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/21/2023 | 6:31 AM CST

DocuSigned by:
Daniel Mueller
5438A5E081BD47C...
By: _____
Daniel Mueller
Title: Director of Government Services
Date: 12/21/2023 | 6:23 AM CST

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 12/21/2023 | 7:08 AM CST

RFP 110923 - Physical Storage Systems and Equipment with Related Software and Services

Vendor Details

Company Name: Kardex Remstar LLC
Does your company conduct business under any other name? If yes, please state: Kardex
Address: 41 Eisenhower Drive
Westbrook, Maine 04092
Contact: Daniel Mueller
Email: daniel.mueller@kardex.com
Phone: 662-582-7295
Fax: 207-854-1610
HST#: 27-3846558

Submission Details

Created On: Monday October 02, 2023 12:41:45
Submitted On: Tuesday November 07, 2023 07:30:19
Submitted By: Daniel Mueller
Email: daniel.mueller@kardex.com
Transaction #: 710797f5-82c1-42c1-b984-f9a05a271325
Submitter's IP Address: 98.97.23.153

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")	Kardex Remstar LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kardex Remstar LLC has partnered with a consortium of industry manufacturers, providing one of the most complete industry product offerings for the Industrial Storage marketplace. Kardex Remstar has held letters of supply in place with all partners for the past five years or longer. The products are outlined in the following categories of this proposal and are readily accepted in the industry.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kardex Remstar LLC, Aurora Storage Products, Tennsco Products, Flexcon Containers, and Foreman Locker Systems
4	Provide your CAGE code or Unique Entity Identifier (SAM):	HD4KEJ67TJ81
5	Proposer Physical Address:	Kardex Remstar LLC 41 Eisenhower Drive Westbrook, Maine 04092
6	Proposer website address (or addresses):	www.kardex.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):	Daniel Mueller Director of Government Services (662)582-7295 daniel.mueller@kardex.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ethan Lang Account Manager 41 Eisenhower Drive Westbrook, Maine 04092 ethan.lang@kardex.com (740)336-3939
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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>Kardex Remstar is one of the world's leading suppliers of automated High-Density storage and retrieval systems. We have successfully installed more than 124,000 systems in Government, manufacturing, distribution, warehouse, office, and retail sectors since 1973 – proof of our ability and the commitment of our staff.</p> <p>Applications are far reaching and include systems for paper filing, parts kitting, small parts handling, controlled storage access, lean manufacturing, order consolidation, distribution, warehousing, MRO (maintenance & repair operations) and many more!</p> <p>Industries that utilize Kardex Remstar solutions extensively include Federal, State and Local Government agencies, warehouse facilities, manufacturing, hospital supplies, medical device manufacturing, pharmacy automation, educational facilities, retail distribution and many more!</p>

Product Offerings Through Innovation

Kardex Remstar has become one of the industry leaders by combining flexible storage solutions with the industry's largest field service network and the largest selection of software and middleware available. Each one of our products has been designed to increase productivity and improve the efficiency of your work processes. Our tailor-made solutions allow you to make optimum use of your storage space.

Commitment to Product Excellence

From stand-alone units to multimillion dollar systems, we are committed to exceeding your expectations. We are happy to provide a list of satisfied customers and strongly recommend that they be called.

Service, Support & Warranty Plans

Hundreds of factory-trained, licensed technicians are available with the parts you need when you need them... 24 hours per day, 7 days a week. The Kardex Remstar service commitment provides our customers with access to one of the largest service groups in our industry.

Kardex Remstar uses a combination of strategically located and regional office-based technicians, central phone support staff and the extensive reach of our thoroughly invested dealer network all combined with immediate access to spare parts to protect mission critical operations, providing the highest up-time in the industry.

- Installation
- Planned Maintenance Agreements
- Customer Support Service Calls & Repair
- 24/7/365 Emergency Service Available

Kardex Remstar and our dealer partners stand behind the quality of our equipment and systems with exceptional warranties and support. Our standard warranty is two years of warranty on all machines, fully supported by local dealers and backed up by the factory. Warranties may be extended to five years in length when equipment is maintained by scheduled and licensed preventative service according to factory instructions.

In Our Company Ethics Are Not Optional

We voluntarily subscribe to the Ethics and Practices Code developed by the Material Handling Industry and we pledge to our customers:

- To do what we know is right and to refuse to do things that are wrong, just because others may do them.
- To produce products that meet or exceed the voluntary and regulatory standards of our industry.
- To sell only the features and benefits of our products and services,
- and not intentionally injure or damage the reputation of our fellow members or our competitors.
- To provide products and services that can meet your quality expectations.
- To promptly service any claims against our warranty.
- To reserve the right to tell you when our products or services are mismatched with your application.
- To respect the intent of our communications to you, which includes the language of our mutual contracts.
- To treat every customer equally, with the same respect and courtesy that we would expect ourselves.

Kardex Remstar's history origins date back to the 1880s when we introduced the "card index system" in the USA. Today Kardex Remstar specializes in the development, manufacture and refinement of dynamic storage and retrieval systems for all market segments.

Both our company and the range of products have changed considerably over the years. One thing that has stayed the same, however, is the innovation and creative corporate culture. This is one of the reasons why we have successfully installed thousands of storage systems with and without software solutions all over the world. All of these solutions have been tailored to our customers' needs in line with the demands of the market.

Since 1987 Kardex Remstar has been part of Kardex AG, which is one of the largest providers of storage related products in the world.

Our history is one of product and manufacturing innovations:

1892 – Vertical filing systems developed

1903 – Fireproof safe

1925 – Electric typewriter

1939 – Calculating machines

1939 – Multi-head electric shaver

1957 – Automated vertical carousel

1981 – Kardex AG opens North America operations called Remstar

		<p>1981 – Kompakt High Density Mobile Aisle System 1981 – Computer controlled carousel storage system 1983 – File tracking and inventory management software 1985 – Refrigerated storage products are introduced 1993 – Vertical Lift Modules 1994 – Horizontal Carousels 1997 – Storage products quick ship programs are introduced 2001 – Tennsco Industrial Storage product line partnership is formalized and approved 2008 – Kardex Systems, Inc. is acquired by Kardex AG 2008 – Kompakt Mechanical Assist Mobile Storage System is redesigned 2009 – Remstar and Kardex Systems, Inc merge to form KardexRemstar 2009 – Lewistown, PA manufacturing facility is refurbished to manufacture Lektriever vertical carousels, horizontal carousels and Kompakt Mobile Storage Systems 2010 – Flexcon Containers formally announces partnership with Kardex Remstar for the distribution of Totes and Bin storage. 2010 – Kardex Remstar, Inc. becomes Kardex Remstar LLC 2011 - Megamat RS Vertical Carousel is redesigned 2011 – Element VLM is manufactured and sold in North America 2012 – Shuttle storage trays are manufactured in Westbrook, ME 2012 – Logicontrol digital developed 2013 – Power Pick inventory software replaces Fast Pic 5 2013 – Shuttle XP 1000 introduced for handling heavy storage requirements 2014 – Sort to ship introduced 2016 – Aurora Storage Systems formally announces partnership with Kardex Remstar to represent High Density Mobile line. 2018 – Kardex Remstar introduces the LR 35 Vertical Buffer Storage Unit. 2019 – Kardex AG announces a new manufacturing facility located in United States 2023 – Kardex Remstar plans open house for our new “state of the art” manufacturing facility – August 2023 2023 - Foreman Locker Systems formally announces partnership with Kardex Remstar to represent Phenolic locker systems.</p> <p>Kardex Remstar’s Core Ethical Principles Our understanding of ethical business practices is based on 5 core principles:</p> <ul style="list-style-type: none"> • We treat our employees fairly and respectfully • We are putting client’s benefits on top of our objectives • We are committed to sustainable performance with integrity • We strive to be a trustful, fair and respectful business partner • We aspire to be a responsible corporate citizen
11	What are your company’s expectations in the event of an award?	<p>Kardex Remstar’s intent has always been to expand our market position through industry partnerships, quality products/solutions, and trusted contract vehicles. Over the last five years we have shown positive growth for both Sourcewell and Kardex Remstar through our respected brand names, and our commitment to the State/Local, Federal, Education and the Non-profit marketplace. We recognize that this contract is not a magic pill, but only a tool, and that the real effort is in continued education and re-energizing of our dealer networks around the Sourcewell contract and educating our customers on the value of our product line and the partnership Kardex Remstar holds with Sourcewell.</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>Kardex Remstar 2023 Interim Report</p> <p>Kardex Remstar returns to the old strength as Kardex Remstar continues to benefit from sustained demand in all markets, especially in North America. At EUR 272.5 million, the strong bookings of the prior-year period were again exceeded by 7.0%, with bookings of Life Cycle Services once more outpacing New Business. The order backlog at the end of the period was 7.0% higher than at the beginning of the year, although order processing has picked up significantly. The supply chain bottlenecks and constraints have improved considerably but are still far from a normalized situation. Missing parts still lead to costly inefficiencies. In contrast, the difficulties of the ramp-up at the plant in the US have eased considerably. With net revenues of EUR 245.3 million (EUR 200.2 million), Kardex Remstar achieved a 22.5% increase. In the wake of these improvements, Kardex Remstar’s EBIT increased by 73.1% compared with the weak prior-year period to strong EUR 41.2 million. This corresponds to an EBIT margin of 16.8% which is at the upper end of the financial target range.</p> <p>2022 full Financial Reports Attached.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Through our on-going partnerships with Aurora, Tennsco, Foreman and Flexcon Containers, Kardex Remstar’s market share is estimated be 40- 45%. Kardex Remstar’s market share as a High Density Vertical Products provider is estimated at 70% of the North American markets.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Through our on-going partnerships with Aurora, Tennsco, Foreman and Flexcon Container, Kardex Remstar ’s Canada market share is estimated to be 10-15%</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Kardex Remstar is a manufacturer and a factory distributor of High-Density Automated Storage and Retrieval products.</p> <p>Kardex Remstar is the manufacturer of Vertical Lift, Vertical Carousels, Horizontal Carousels, Vertical Buffer Module and high-speed picking, storage, and software solutions.</p> <p>We have long partnership agreements in place with the following manufacturers and serve as a wholesale distribution partner for all.</p> <ul style="list-style-type: none"> • Tennsco for the manufacturing of shelving, a variety of storage cabinets, workstations and metal lockers, • Aurora Storage Systems for High Density Mobile storage products, shelving systems and Library storage systems, • Foreman Locker for Phenolic lockers supporting professional sports departments, education Athletic departments, school lockers, and general industry. • Flexcon Container for Plastic totes, bins and divider systems for small parts storage and used in conjunction with many of our storage products for organization within the system. <p>All products are supported and serviced through our network of authorized and factory certified resellers.</p> <p>Kardex Remstar has formal territorial contracts in place with each individual factory authorized sales and service organization. We view our resellers as committed partners within our organization and are treated as such.</p> <p>Kardex Remstar has two (3) direct sales offices, with the balance of distribution done through 30 authorized certified third-party resellers directly supported by direct employees of Kardex Remstar through regional management positions. It is Kardex Remstar's responsibility to support and service our network of resellers by providing continuous training, product introductions, service training and marketing collateral to support their sales and service effort through this contract vehicle.</p>	*
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.	Kardex Remstar has been a twenty year GSA contract holder, and eight (8) year Sourcewell contract holder. Our organization holds ISO 9001 and ISO 1401 Quality Management Systems.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable - No Suspension or Debarment	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	None Kardex Remstar announced in 2019 that it is opening a State-of-the-Art manufacturing facility in Charleston, SC opening in August 2023. This facility is a certified "Made in America" manufacturing facility designed to service and support the growing North American Markets, to include Canada, Mexico, and South America. The opening of the new facility was a huge benchmark as it now allows Kardex Remstar to certify the products made at the facility are "Made in America" and further positions us as a leader in Industrial Storage equipment in the North America markets. Kardex Remstar production facilities are ISO 9001 and 14001 certified.
20	What percentage of your sales are to the governmental sector in the past three years	25-30% - Estimated Government sales to be \$30 - 35 million in 2023. Total estimated sales for Kardex Remstar North America \$135 million
21	What percentage of your sales are to the education sector in the past three years	Three year average \$2.7 million in sales.
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?	Kardex Remstar currently holds the Sourcewell Cooperative Purchasing Contract. No other contracts have been pursued.
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?	GSA Contract - Group 36 FSC Class: 7403 Contract Number: 47QSMA21D08QV Contract Period: July 30, 2021 through July 29, 2026 Average three year booking average is \$5 million.

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 *
Amtrak - Multiple projects with estimated spend of \$5 million over last four years. Multiple maintenance Facilities.	JC Destreza	(302)661-6950 Work (302)540-2906
Gwinnett County Recorder's Court - Storage units for Court Records	Jake Scarpone	(770)822-8722
Gresham Police Department - Customer has ordered multiple projects for Industrial Storage units for evidence storage	Leslie Lali	(971)201-1736

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 *
Amtrak	Government	Delaware - DE	Four Vertical Lifts for storage of Maintenance Parts	\$600,000	\$3 million - Multiple locations
Broome County Sheriff	Government	New York - NY	Three Vertical Carousels for evidence storage.	\$174,000	New customer - 2023
Douglas County Clerk of Court	Government	Nebraska - NE	Vertical Carousels for the storage of Court records	\$95,000	\$350,000 - Multiple orders
City of Auburn	Government	Alabama - AL	Tire Storage Carousel	\$150,000	New customer - 2023
Purdue University	Education	Indiana - IN	One Vertical Lift for Tech Center training.	\$110,000	New customer - 2023

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>Kardex Remstar employees four (4) full time direct commercial Regional Managers, and seven (7) direct dedicated government managers responsible for managing 30 Authorized Resellers throughout the country. The four regional managers' time is dedicated to 100% of Kardex Remstar's commercial markets.</p> <p>Kardex Remstar added two additional Government managers in 2023 bring our direct sales and support team to seven (7) Government managers that are dedicated to 100% government market segments and are market drivers trained to support our authorized resellers. The regional directors and government managers are located in the following territories:</p> <ul style="list-style-type: none"> • Western/ Northwestern/Mexico Region – Canada, Mexico, Arizona & Washington State • Northeastern/Eastern Canada Region – Eastern Canada, Pennsylvania & Maine • Midwestern Region – Ohio • Southeast/Mid-Eastern Region – Georgia, North Carolina, South Carolina, Florida • Mid-South Region – Alabama, Mississippi, Louisiana, • Government Director – Located in Mississippi – Responsible for all Government Sales in the United States, Canada, and Mexico • Government Sales Manager – Located in Ohio – Responsible for all Government Sales in the United States, Canada and Mexico
27	Dealer network or other distribution methods.	<p>Please see the attached spreadsheet for resellers locations, territories covered, sales personal and proportion of attention focused on the sales and service of our product offering.</p> <p>Kardex Remstar has 30 dealer offices throughout United States, Canada and Mexico covering 58 individual territories by over 100 dedicated Kardex Remstar sales personal. This listing does not include our partners resellers listing and locations, but they add approximately 30 additional reseller offices to our existing market penetration, with 60 additional sales representatives covering all of the United States and Canada. . Listing will be provided if requested as the combined listing was not available at the time of submission.</p>
28	Service force.	<p>Please see the attached file that outlines our dealers sales and service office locations and the territories covered.</p> <p>Each office holds authorized service technicians that are factory certified to do installation and service. Kardex Remstar's automated products must be serviced by factory authorized and certified technicians for warranty purposes. Service is provided by telephone or on site based on customer need.</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.	<ol style="list-style-type: none"> 1. The Sourcewell purchasing agency issues a purchase order (PO) made out to Kardex Remstar or our authorized reseller. All PO's must reference the Sourcewell Membership and Contract number. 2. Kardex Remstar's authorized reseller receives the PO from the customer. If the PO is sent directly to Kardex Remstar it will be booked direct and forwarded to the local authorized reseller for processing. 3. Authorized resellers must send a copy of the end users PO with order. This is very important as Kardex Remstar is responsible pricing validation and for paying a rebate to Sourcewell. Any exemptions from sales tax should be noted on the PO. 4. After Kardex Remstar processes the order, the order acknowledgement will be sent directly to the authorized Kardex Remstar reseller, who in turns communicates the delivery and installation dates to the end user. Orders will receive a promised delivery date in accordance with published lead times unless a "do not ship before" date is noted on the PO. 5. When the product installation is completed Kardex Remstar will invoice the authorized Kardex Remstar reseller or the end user directly depending on who received the order. 6. All orders placed under the Sourcewell contract, either as a direct order to Kardex Remstar or orders issued to a authorized Kardex Remstar reseller are captured in our SAP system and validated monthly through our order entry audit process. Monthly reports reflect all booked and invoiced projects and are tracked throughout the year. These same reports are submitted quarterly with all rebates.

30	<p>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>	<p>Kardex Remstar and our partners Aurora Storage Products, Tennsco, Foreman Locker and Flexcon Containers have a multilevel customer service program.</p> <p>All primary contact is through our authorized resellers as they are the first line of support for all sales and service related issues and are able to respond locally to all requests. The following example outlines in detail the processes in place for our customer service programs.</p> <p>Customer Service Inquires:</p> <ol style="list-style-type: none"> 1. Customer contacts Kardex Remstar or the local reseller in territory for request for quote. Depending on the product a site visit may be required to determine the needs of the customer. A site survey maybe required for design consultation, area foot print evaluation or general assessment of customers storage needs. All site surveys are done at no charge to the customer and are part of the customer service experience. 2. All stock product inquiries regarding pricing and installation will be answered within one business day with a formal quote sent to the customer as requested. 3. If inquiry requires a site visit due to consultation or installation review the authorized reseller will set a time convenient with the end user. Based on requirement of the end user a proposal will be generated and delivered to the end user at a mutually agreed date. 4. General product information requests will be answered at the time of inquire or with 24 hours depending on the nature of the request. 5. If the authorized reseller needs additional technical support to answer the requests of the end user they will contact the factory responsible for the manufacturing of the specific product. The factory will responded based on the nature of the request normally within 24 hours. The reseller will than forward the information as request. All first tier customer service will be performed by the authorized Kardex Remstar reseller. <p>Order Processing:</p> <ol style="list-style-type: none"> 1. The end user's purchasing agency issues a purchase order (PO) made out to the Kardex Remstar or the local authorized authorized reseller. All PO's must reference the Sourcewell Contract number and the end users membership number. 2. Kardex Remstar or the authorized reseller receives the PO from the customer. If the PO is sent directly to Kardex Remstar. Kardex Remstar will book the order and notify the local authorized reseller for internal processing. 3. Kardex Remstar or the authorized reseller enters order with factory in the usual manner making sure the Sourcewell contract number is on the order. Authorized reseller must send a copy of the end users PO with order if not sent directly to Kardex Remstar to validate contract pricing for compliance. This is very important as Kardex Remstar is responsible for validating correct pricing based on contract requirements and is responsible to submit accurate rebates to Sourcewell upon completion. <p>Any exemptions from sales tax should be noted on the PO. (Note: Most Sourcewell members are exempt organizations and, therefore, should be eligible for sales tax exemptions. There Federal ID number should be used to verify that exemption.)</p> <ol style="list-style-type: none"> 4. After Kardex Remstar processes the order, the order acknowledgement will be sent directly to the end user or the authorized Kardex Remstar reseller. Orders will be assigned a promised delivery date in accordance with published lead times unless a "do not ship before" date is noted on the PO. 5. When the product ships Kardex Remstar will invoice the end user or the authorized Kardex Remstar reseller. 6. Kardex Remstar or the authorized reseller invoices the end user only after installation and acceptance is complete. The Kardex Remstar or the authorized reseller is required to get a customer acceptance sign-off upon completion prior to invoicing to insure all aspects of the project have been completed to the customers satisfaction. 7. Depending on who received the order, either Kardex Remstar or the authorized dealer will be responsible for the invoicing and collection of payment for the project. <p>Service Requests:</p> <ol style="list-style-type: none"> 1. All service requests must be processed through Kardex Remstar authorized reseller responsible for the sale of the original project. 2. Sourcewell end user contacts the reseller for any service or warranty related requests. 3. Authorized resellers will perform all service requests within agreed timeline with end user.
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Kardex Remstar and partners, through our US resellers are excited to expand our current customer throughout the United States. As a current Sourcewell contract holder we get it and actively promote the contract vehicle throughout all 50 states. We have 45 authorized sales and service offices located within the continental 48 States, with over 150 dedicated sales people assigned specific territories by State.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kardex Remstar and partners, through our Canadian resellers are excited to expand our offering into Canada. We have 7 authorized sales and service resellers located on the Canadian east and west coast.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii, Puerto Rico, Virgin Islands, and Guam are our only weak points for sales and service coverage. These territories have not afforded Kardex Remstar the opportunity to build new customers due to the lack of quality representation and limited opportunities. While Kardex Remstar does have a direct presence in these locations, our service and support for these territories comes directly out of our US Kardex Service locations located in Los Angeles, California.	*
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?	Kardex Remstar or our existing partnerships have no limitation with the United States, Mexico or Canada that would restrict our promotion and use of the Sourcewell cooperative Purchasing Contract. Kardex Remstar's and our partners only limitation is on Federal or DOD facilities based on our current GSA contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Kardex Remstar marketing strategy is driven primarily through Reinforcement Training, Social Media, Internet, Trade Shows, Existing relationships, and effectively cold calling on agencies based on targeted applications such as maintenance departments, parts distribution and/or inventory management.</p> <p>In order to reinforce our Sourcewell skills set, Kardex Remstar in conjunction with our partners, Aurora Storage Products, Tennsco, Foreman Locker Systems and Flexcon Containers, have developed a comprehensive external training program, designed to educate both our direct sales team, and our authorized reseller network on the detailed workings of the Sourcewell contract, to include product review, pricing structures, target market customers and applications.</p> <p>In addition, Kardex Remstar and our partners, hold an inter-organizational training seminar with all Regional Sales staff, Customer service and order processing departments once a year, to ensure all internal parties have a solid understanding of the contract program and inner working of processing and invoicing orders.</p> <p>Kardex Remstar holds an annual National Sales Training Seminar every year to present new products, review market applications, review contract vehicles and the benefits and features of each as a refresher course for existing and new reseller sales staff. Our entire sales organization attends, which once again allows us to reinforce the contract as a tool to help secure additional business opportunities.</p> <p>Reinforcement and continued training have been and continues to be a top priority of our Marketing program throughout the term of this contract. The better educated our sales representatives are, the more they effectively spread the word through consultative day-to-day sales processes.</p> <p>As a continued marketing strategy, Kardex Remstar has targeted specific agencies through Social Media platforms, and third-party e-mail campaigns within local Government, Education and Non-Profit organizations. These e-mail campaigns are created by utilizing Linked Inn Navigator and targeted to specific facilities, introducing successful applications targeted directly at their existing or potential pain points within the organization. All leads are nurtured and once they meet a set of business qualifications, are moved into our CRM and forwarded to our resellers for follow up.</p> <p>In 2023, Kardex Remstar brought on a dedicated support person to oversee the day-to-day activities of the contract as it relates to inner partner interaction and coordination, coordinated marketing campaigns, pricing and published price lists, collateral marketing literature, internal and external training</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Kardex Remstar is directly linked to Twitter, Facebook and LinkedIn and have specific industry groups created under all media platforms. We educate our customers on our organization, our products/services, and available contract vehicles benefits and features. All leads driven by our web site and social platforms are considered nurturing opportunities until they have been qualified by our marketing department. Once qualified they are sent to our authorized resellers who follows lead though close..</p>
38	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>Education and to continually drive the acceptable of the cooperative purchasing contracts through all States. Kardex Remstar resellers leads with the Sourcewell contract on all government, and educational projects. Training is done annually for our internal sales teams, as well as our authorized resellers, as to the value of the contract and its easy of use.</p>
39	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>No not at this time. We have had very few requests for e-procurement opportunities.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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>Kardex Remstar along with our dedicated business partners Aurora Storage Products, Tennsco, Foreman Lockers and Flexcon Containers support our end user with on-site product and software training. Product training is accomplished after the installation has been completed. Our team provides a complete 4-hour product training session and upon completion of the training the project is then signed off as accepted and invoiced.</p> <p>Kardex Remstar does not invoice any Sourcewell project without the completed sign-off assuring the end user is totally happy with the project. Support and training are also offered through phone and web technology as requested or required.</p> <p>All Kardex Remstar installers are factory trained and certified through a rigorous training school fully trained in all aspects of installation and service of all equipment. All training and reseller support is provided through our corporate offices located in Westbrook, ME, Dickson, TN and Aurora, IL.</p> <p>Training is standard on all automated units and is included as part of our value proposition. Standard items such as cabinets, work benches and shelving require little to no training as they typically come out of the box ready to use. If additional training requirements are required that are above our standard, offering fees could apply.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Generally, the majority of products offered through Kardex Remstar's proposal are not technologically advanced and are standard storage related products commonly required in normal business operations.</p> <p>The exception is the Automated Vertical Storage Equipment and High-Density Mobile Systems With space limitations becoming a larger factor in today's business environment. By taking storage vertically through automation three major advantages are recognized:</p> <ul style="list-style-type: none"> • Space Savings – 80% of Floor Space Regained. Major cost savings in an environment that does not allow for additional growth due to budget restrictions. • Ergonomics – All products delivered at a standing or sitting ergonomic position • Increased productivity – Product to man concept instead of man to product concept. <p>Automated Vertical Storage Equipment, when used in the right application, is the most technologically advanced storage media on the market. As technology continues to advance, Kardex Remstar has advanced as well, with modern easy to use software solutions, allowing you to maximize productivity while saving floor space. Kardex Remstar continues to invest in advanced safety features and automated production tools such as confirmation bars, picking to light pointers, and robotic interfaces, all designed to increase production while minimizing storage space.</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>Kardex Remstar (LEED Participation) (LEED™) Green Building Rating System. This voluntary, consensus-based national standard is the U.S. Green Building Council's program to provide guidelines for developing environmentally sustainable "green" buildings. LEED provides a complete framework for assessing building performance and sustainability goals. Using LEED guidelines.</p> <p>Kardex Remstar will aid commercial, governmental, and institutional organizations in new construction and renovations. Kardex Remstar will provide LEED participants with technical clarifications and will help streamline documentation requirements for LEED certification to help reduce the costs of documenting LEED credits while retaining the stringency and integrity of LEED standards.</p> <p>Kardex Remstar is committed to using LEED's design guidelines and third-party certification tool to improve occupant well-being, environmental performance and the economic returns of buildings using established and innovative practices and technologies.</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>Kardex Remstar is registered to ISO 9001 and 14001 standards and manufactures equipment that is 99% recyclable at Plant.</p> <p>Through its ISO 14001 standard Kardex Remstar Systems has established guidelines for implementing a series of practices and procedures that constitute an environmental management system.</p> <p>The company has set environmental performance objectives and targets that provide a systematic link to its commitment to prevent pollution, continually improve its environmental performance and fully comply with federal, state and local environmental regulations.</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>Kardex Remstar is a large business and rely on our dealer network to fill in the socioeconomics categories, as we have a very diverse group of dealers that include women owned companies, Small Business, SB Veteran owned, Disabled Veteran Small Business.</p>	*

45	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>Kardex Remstar, in association with Aurora Storage Systems, Tennsco, Foreman Locker Systems and Flexcon Containers, continue to be a respected, leader in the Industrial Storage Market. Kardex Remstar is one of the top manufacturers of Automated Storage and Retrieval systems in the United States, coupled with quality partners we bring a unique offering covering everything required for members to optimize their space and storage through the simplest Industrial and office storage solutions, such as storage cabinets, lockers, work benches, to fully automated high density storage systems integrated with inventory control software. Our product offering is one of the most comprehensive offerings in the industry, with Vertical Storage Solutions continuing to be one of the fastest growing Automation product categories in the Industrial Storage marketplace.</p> <p>Kardex Remstar continues to lead the way as a innovative, solutions driven company.</p>
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Table 9: 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?	Kardex Remstar's warranties cover a full two year all parts and labor and include at no charge preventative maintenance every 6 months at 6, 12, and 18 months. PM's insure the equipment is 100% operational and allows us to do corrective action on the units prior to a mechanical problem occurring.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Nothing other than standard terms. The following are not covered under the scope of the warranty: <ul style="list-style-type: none"> • The replacement of fuses. • The replacement of fluorescent bulbs. • Ancillary equipment supplied by others, or damage caused by such equipment. • The replacement of lost, damaged, or broken keys. • Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning). • Damage or intermittent failure caused by connection to incorrect power supplies. • Damage caused by improper storage of materials within equipment. • Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors). • Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God. • Consequential damages.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes all parts and labor, including travel time, meals and hotel stays are covered during the two year warranty
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?	All territories in the United States, Canada and Mexico have factory trained and certified service teams.
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?	Kardex Remstar will honor our teaming partners warranty program. Service will be done by the teaming partner through Kardex Remstar for all products manufactured by the original equipment manufacturer.
51	What are your proposed exchange and return programs and policies?	All products are designed specifically for the end users facility, with limited returns once delivered. For automated equipment, once the order is placed there is no cancellation option. Kardex Remstar works with the end user prior to the placement of the order to validate the area the equipment is being installed and supported. All equipment is designed around the end users requirements and can not typically be resold do to specific heights, widths and depths of existing equipment. Returns for stock or "commercial off the shelf" items may be returned provided they are in the original packaging with a restocking fee
52	Describe any service contract options for the items included in your proposal.	2 Year warranty - Included automatically at no charge. 3 year warranty - First two year included at no additional charge. Add-on for one additional year - \$1500.00 4 Year Warranty - First two year included at no additional charge. Add-on for two additional years - \$2800.00 5 Year Warranty - First two year included at no additional charge. Add-on for three additional years - \$5500.00

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	1% net 10, net 30 days. AHC or Check
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes we work directly with National Leasing Corp and incorporate their Sourcewell contract into all proposals that require leasing options.
55	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.	Most of Kardex Remstar products are presented through professional proposals which include Sourcewell terms and conditions and warranty documents. All product pricing is done internally. We have included a copy of a past proposal, Sourcewell Terms and Condition and our standard warranty documents,
56	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?	Yes we accept all major credit cards. 2.75% fee per transaction.

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Kardex Remstar discounts based on product category and volume. Attached in the uploaded documents are all product categories with the applicable product and discount applied against the list price. Discount vary by product category and volume.
58	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.	All discounts are from List Prices as shown in our price catalogs. Varying discounts are applicable based on product. Product Type – Automated Equipment: Megamat VCM, Shuttle VLM, Kardex VBM Applicable Discount: 39.25% Discount Product Type – Inventory Software: Power Pick System Inventory Tracking Software Applicable Discount: 10% Discount Product Type – TC Storage Products (Non-Automated): Office Products, L & T Shelving and Drawers, Warehouse Shelving, Logic Shelving, Workbench and Shop Equipment, Technical Workstations, & Metal Lockers & Product Type – FM Locker Products (Non-Automated): Phenolic Lockers Applicable Discount: Order Value \$0 - \$50,000- 36% Discount Order Value \$50,001 and up - 40% Discount Product Type – ASP Storage Products (Non-Automated): Mobile, QUIK-LOK®, Side to Side, Wood-Tek™, Times 2, & Wire Shelving Applicable Discount: Order Value \$0 - \$50,000- 28% Discount Order Value \$50,001 - \$100,00 - 32% Discount Order Value \$100,001 and up - 34% Discount
59	Describe any quantity or volume discounts or rebate programs that you offer.	Kardex Remstar does not offer any rebates. Pricing models have already accounted for volume discounts. Kardex Remstar does pay a 2% administration fee that is not passed on to the end user.

60	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.	<p>Many of the products being offered can be easily installed by the customer, but certain product categories require certified installation services which are charged by the Kardex Remstar installer.</p> <p>Installation costs are quoted prior to order and shall be listed on the purchase order as open market items. These costs cannot be defined prior to site survey, as every project has unique specifications related to location, floor preparation, and installation of technical automated equipment.</p> <p>Examples of costs associated with standard installation process may include labor, forklifts and dumpster. Other items may be required and the example by no means is inclusive of all costs. These costs must be included to complete the project.</p> <p>Categories that will required installation are High Density Storage units, all shelving categories and Automated Vertical Storage Products.</p> <p>Other products may require installation at the customer's request. All installation costs will be payable to authorized reseller selling the project and should be included on the purchase order at the time of order.</p>	*
61	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.	<p>Freight is FOB Prepay & Add</p> <p>Freight costs are based on the size and volume of the product shipping. Each project is different and shipping costs can not be determined until solutions are defined and ship to location is determined,</p> <p>Kardex Remstar absorbs all costs for our technicians to perform free preventative maintenance inspections every 6 months over the life of our two warranty,</p> <p>Training during the installation is included at no additional fee and is absorbed by Kardex Remstar.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight costs are determined at the time of quote and included as an open market costs to the member.</p> <p>On Kardex Remstar Automated equipment freight is shipped by dedicated truck load to prevent any damage to the sensitive electronics and sensitive parts.</p> <p>All cabinets, Mobile and Shelving is shipped less than truck load (LTL) and is costed on weight and volume.</p> <p>All shipping dates are actual customer delivery dates to the ship site.</p> <p>On projects that require assembly or installation our service teams will be on site to unload and stage the equipment.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Kardex Remstar uses a third party freight forwarder that is capable of shipping anywhere in the world. Kardex Remstar frequently ships to Canada, Mexico, Alaska, Hawaii and the Caribbean.</p> <p>All freight costs are negotiated annually with the forwarder to insure we are offering competitive freight costs and passed on as an open market cost. Freight costs for projects located outside of the United States are estimated at the time of proposal.</p>	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Kardex Remstar ships by best method which can include truck, train or plane.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kardex Remstar has designed our discount and pricing to Sourcewell members around our GSA pricing schedule. The price offered to Sourcewell membership is the same pricing as offered under our Federal GSA schedule. Kardex Remstar has to show our most favored customers and the discounts offered and discounts cannot be better than what has been previously negotiated with the Federal Government and GSA.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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.	All orders are processed through our dedicated government sales team. All pricing is quoted through this team to insure accurate contract pricing. Orders are reviewed prior to submission to the factory for pricing and delivery accuracy. Sales acknowledgements are sent to the reseller who in turn provides the factory delivery date information to the end user. All orders are captured and tracked within our system and quarterly reports that are dedicated strictly to the Sourcewell contract are submitted on time, quarterly with our agreed upon administrative fees. Kardex has eight year of history with Sourcewell and has always been a timely partner as all reporting and administrative fee payments
67	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.	Kardex Remstar tracks all sales opportunities for Sourcewell monthly. A monthly straight-line goal based on target quotas are attached to individual territories, as well as proposal count targets, allowing Kardex Remstar to monitor activity against quota and accurately track incoming business. As an organization we strive for 4 x's quota as our pipeline goal and tracked internally. Our pipeline as history has proven that if we can maintain 4 x's the quota in our CRM pipeline, then achieving the target quota attainable. In 2022, Kardex Remstar implemented a new CRM, Salesforce and 2023 has proven positive results based and implementing the process as outlined above..
68	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.)	Kardex Remstar has operated under a 2% administration fee payable on all contracted items and would prefer to keep the fee defined at 2%.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Kardex Remstar has been a leading manufacturer and distributor of Industrial storage products for over forty-five years, for both the Industrial commercial and government markets. As a leading manufacturer and distributor of Industrial Storage Products, our product portfolio includes High Density Vertical Systems, High Density Mobile Systems, and related Shelving products, Software Management Solutions, Industrial cabinet

solutions, Work benches, Educational Lockers, Storage bins and totes.

Our partnership with Aurora, Tennesco, Foreman Lockers and Flexcon Containers, reflects our combined companies' values that focus on the customer through respect, business ethics, and service, all leading to quality solutions, while positioning Kardex Remstar as one of the most diverse suppliers for Industrial Storage Equipment in the industry.

Products included in our offer:

*Light Industrial Storage Products

- a. Times-2 Storage Cabinets,
- b. Deluxe Storage Cabinets,
- c. Standard Storage Cabinets,
- d. Storage Cabinets with C-Thru Doors,
- e. Jumbo Storage Cabinets,
- f. Welded 60" & 66" High Storage Cabinets
- g. Welded Janitorial Cabinets
- h. Welded Storage Cabinet/Bookcase Combination
- i. Welded Storage Cabinet with File Drawers,
- j. Welded Cantilevered Bin Storage Cabinet
- k. Welded Laptop Charging Stations,
- l. Welded Cabinets with Perforated Door
- m. Welded Open Style Cabinets
- n. Welded TA-50 Military Cabinet
- o. Two, Three, Four, Five and Six Drawer Lateral File Cabinets,
- p. Vertical File Cabinets
- q. Card and Multimedia File Cabinets
- r. Literature Sorters
- s. Add-AStack Units
- t. Record Archive Storage Rack
- u. Welded Bookcases
- v. Wood-Tec Shelving
- w. weapons racking and other miscellaneous Shelving Products.

•Industrial High Density Mobile

- a. End Panels – Choose from laminated or powder coated 18 gauge steel end panels; virtually anything is possible to meet your décor and storage requirements.
- b. Three Models – Electric, Mechanical Assist and Manual driven models are available.
- c. Protection Systems – Aisle locks, touch bars, mechanical floor level safety, safety beams and other passive and active safety systems are available to protect your personal items.
- d. Rail & Deck – The rails and deck can be modified based on a building's structural requirements and needs.
- e. Anti-Tip Protection – Carriage and rail design provided stability in all seismic active areas.
- f. Carriages – Heavy duty construction designed to meet and exceed the weight and usage requirements.
- g. 3" and 5" Carriage Wheels – All wheels on one side are driven. 3" or 5" diameter wheels with a full contact bearing surface. Double or center flanged heavy duty wheel construction meets or exceeds weight and usage requirements.
- h. L & T Shelving and Drawers.

*Automated Vertical Storage Solutions

- a. Lektriever – Electronic Lateral Filing Systems for Paper Files or Small Parts Storage.
- b. Megamat RS 350 Vertical Carousel – High Density Storage Industrial Automated Vertical Carousel.
- c. HD 500 Vertical Lift – High Density Storage Vertical Lift.
- d. Horizontal Carousel – High Density Horizontal Carousel for Warehouse and Distribution Storage.
- e. Vertical Buffer Module - High Density Vertical Totes Storage.
- f. Warehouse Management Software Solutions

• Warehouse Shelving

- a. Heavy Duty Reinforced Shelving,
- b. Q Line Shelving,
- c. Bulk Storage Rack
- d. Z-Line/Steel Shelving,
- e. Wire Shelving
- f. Logic Shelving
- g. Mobile Carts and Hand Carts.

• Workbench and Shop Equipment

- a. Flared and Adjustable Leg Workbenches

		<p>b. Electric Workbenches c. Rivet-Style Workbench</p> <ul style="list-style-type: none"> • Technical Workstations <ul style="list-style-type: none"> a. Technical Workstation with Fixed Legs, b. Technical Workstations with Adjustable Legs c. Instruments Shelves Hanging Drawer Units • Lockers Systems <ul style="list-style-type: none"> a. Single Tier Lockers with Legs b. Single, double or triple Tier Lockers without Legs, c. Single double or triple Tier Lockers with Legs, d. 5-Tier, 6-Tier Box Lockers with Legs, e. Welded Heavy-Duty Single Tier Lockers f. Welded Heavy-Duty Double Tier Lockers g. Welded Heavy-Duty 6-Tier Lockers, h. Welded Combination Lockers i. Welded Duplex Lockers j. Welded Half-Height Lockers k. Welded Single Tier C-Thru Lockers l. Welded Double Tier C-Thru Lockers m. Welded 6-Tier C-Thru Box Locker n. Welded Wall Mounted C-Thru Lockers o. Welded Ventilated Single Tier Lockers p. Welded Ventilated Double Tier Lockers q. Welded Ventilated 6-Tier Box Lockers r. Signature Phenolic Lockers s. Traditional Phenolic Lockers t. Plastic Laminated Lockers u. Athletic Lockers w. Ski Lockers and Drying Systems x. Kids/School Lockers <p>*Totes and Containers a. Various Totes designed to be used on all types of shelving and related equipment. b. Totes come in a variety of sizes and shapes. c. Related dividers systems used for the creation of cells within a tray or shelf location.</p> <p>Services include local sales consultants, installation, product and software training, full parts and service department, free site surveys and the best warranty plan in industry.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Many of the products Kardex Remstar offer work well in Office applications. While not industrial in nature, they are an important subcategory for storage solution providers.</p>
71	<p>Describe how your products will help participating entities organize their inventory of products.</p>	<p>No matter the product being stored a reliable and efficient storage and retrieval system significantly reduces staff requirements and lower storage costs.</p> <p>From efficient hardware to fully integrated systems, we developed and install storage and retrieval systems individually tailored to the customers need. Each of our products provides maximum productivity, performance and safety.</p> <p>Our systems also improve ergonomics and efficiency and make optimal use of the available space securing long-term success and profitability.</p> <ul style="list-style-type: none"> * Productivity increases * Space Savings of Up to 85% * Inventory Management - Stock level accuracy of up to 99% * Worker Safety
72	<p>Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.</p>	<p>Existing automated product lines can easily be upgraded through factory releases, through the use of Kardex Remstar certified service technicians. Kardex Remstar's automated products have a life Cycle of up to twenty years based on service and use. Kardex maintains all parts including legacy units for up to twenty years.</p> <p>Advances in technology are incorporated into new products and all future existing product releases. These same advances can be incorporated into existing legacy systems that can meet acceptable factory standards.</p> <p>Many of the products Kardex Remstar offers are not subject to obsolesce from advances in technology due to the static nature of industrial shelving and related products. Replacement parts are available for all nonautomated product lines.</p>

73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	<p>The Kardex Power Pick System is a flexible inventory management software product designed to:</p> <ul style="list-style-type: none"> • increase your productivity • enhance your flexibility • optimize your storage capacity <p>The modular design of our Kardex Power Pick System inventory management software allows for the flexibility to meet any customers individual order management and fulfillment requirements. The Keytec core module is the basis of the Kardex Power Pick System structure. From there, optional modules can be added to meet your operational requirements.</p> <ol style="list-style-type: none"> 1. KeyTec Base Package Includes: <ul style="list-style-type: none"> • Bin Management • Location Management • Material Management • User License 2. Additional Options Available: <ul style="list-style-type: none"> • Advanced Reporting • Area Management • Batch Lights • Batching • Client Management • Cost Center • Database Configurator • Display Tool • Height Management • Host Managed Inventory • Host Transfer • Hot Transactions • Kiosk Storage • Kit Handling • Label Printing • Lot & Qualification Handling • Order Management • Physical Inventory • SAP Integration • Serial Number Handling • SMD Handling • User I/O Peripherals • Visual Location Search • Web Services Integration • Weight Management • Zone Handling
74	Describe your project design approach and related applications of technology.	<p>Kardex Remstar is a solutions provider, focused on solving the customer's specific pains that may range from space limitations, inventory accountability, productivity challenges to safety related requirements. Our team of experienced sales engineers will provide a detailed site visit and business process review, outlining the challenges in real time. Through a collaborate sales process with the end user, Kardex Remstar defines a solution best suited for the application, based the needs of the customer.</p> <p>All of our presales services are provided at no cost to the customer.</p>

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	
75	Bins	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flexcon Containers	*
76	Lockers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tennsco, Foreman Locker Systems	*
77	Secure storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kardex Remstar Tennsco Aurora	*
78	Vertical and horizontal shelving	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kardex Remstar	*
79	Racking systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tennsco	*
80	Access and inventory control systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kardex Remstar	
81	Portable or mobile storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No		
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kardex Remstar	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Pricing.pdf - Wednesday November 01, 2023 21:33:04
- [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Wednesday November 01, 2023 21:36:05
- [Marketing Plan/Samples](#) - Marketing Plan 2024.pdf - Tuesday November 07, 2023 07:25:50
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Wednesday November 01, 2023 21:38:55
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday November 01, 2023 22:04:26
- [Requested Exceptions](#) - Kardex Remstar 2023 Direct Sales Distribution by Location.pdf - Tuesday November 07, 2023 07:23:04
- [Upload Additional Document](#) - Product Literature.zip - Wednesday November 01, 2023 21:40:50

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. - Daniel Mueller, Director of Government Services, Kardex Remstar, LLC

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
Addendum_1_Physical_Storage_RFP_110923 Wed October 25 2023 04:34 PM	<input checked="" type="checkbox"/>	1