



## **Solicitation Number: RFP#010920**

### **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 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 25, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

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

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. 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.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the



remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

## 24. CANCELLATION

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 3/23/2020 | 12:52 PM CDT

Kardex Remstar LLC  
DocuSigned by:  
By: Daniel Mueller  
4580A0F92D8F4F3...  
Daniel Mueller  
Title: Director of Government Services  
Date: 3/23/2020 | 10:48 AM PDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/23/2020 | 1:19 PM CDT



# RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories

---

## 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: Thursday January 02, 2020 13:43:25  
Submitted On: Thursday January 09, 2020 14:02:16  
Submitted By: Daniel Mueller  
Email: daniel.mueller@kardex.com  
Transaction #: 56ff3920-9600-4f7d-8f4c-da3f3a29c727  
Submitter's IP Address: 107.130.34.93

---

## Specifications

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Kardex Remstar LLC
2	Proposer Address:	41 Eisenhower Drive Westbrook, Maine 04092
3	Proposer website address:	www.kardexremstar.com/us.html
4	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):	Daniel Mueller Director of Government Services 41 Eisenhower Drive Westbrook, Maine 04092 E-Mail: Daniel.mueller@kardex.com Phone: (662)582-7295
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Daniel Mueller Director of Government Services 41 Eisenhower Drive Westbrook, Maine 04092 EMail: Daniel.mueller@kardex.com Phone: (662)582-7295
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Lang 41 Eisenhower Drive Westbrook, Maine 04092 E-Mail: Jessica.lang@kardex.com Phone: (740)236-1525

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

Line Item	Question	Response *
7	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.</p> <p>We have successfully installed more than 240,000 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 &amp; 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> <p><b>Product Offerings Through Innovation</b> 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.</p> <p><b>Commitment to Product Excellence</b> 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.</p> <p><b>Service, Support &amp; Warranty Plans</b> 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' access to one of the largest service groups in our industry.</p>

Kardex Remstar uses a combination of strategically located regional office based technicians, a central phone support staff and the extensive reach of our thoroughly invested dealer network combined with immediate access to spare parts to protect your 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 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 install thousands of storage systems with and without software solutions all over the world. All of these solutions have been tailored to our customer's 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
- 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 – KardexRemstar, Inc. becomes Kardex Remstar LLC
- 2011 - Megamat RS Vertical Carousel is redesigned
- 2011 – Element VLM is manufactured and sold in North America

		<p>2012 – Shuttle storage trays are manufactured in Westbrook, ME                  2012 – Logiccontrol 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                  2020 – Kardex Remstar plans open house for our new “state of the art” manufacturing facility – August 2020.</p> <p>Kardex Remstar’s Core Ethical Principles</p> <p>Our understanding of ethical business practices is based on 5 core principles:</p> <ul style="list-style-type: none"> <li>• We treat our employees fairly and respectfully</li> <li>• We are putting client’s benefits on top of our objectives</li> <li>• We are committed to sustainable performance with integrity</li> <li>• We strive to be a trustful, fair and respectful business partner</li> <li>• We aspire to be a responsible corporate citizen</li> </ul>
8	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Kardex Remstar has been a leading supplier of storage products to both the commercial and government markets for over thirty five years. Our manufacturing capabilities coupled with that of our long term partnership with complementary storage products manufacturers, Tennisco Products and Aurora Storage Systems has allowed Kardex Remstar to enjoy a stellar reputation as a quality supplier of office and warehouse storage solutions ranging from highly involved warehouse storage and distribution solutions to standard office storage solutions and everything in-between. Kardex Remstar’s nationwide dealer network operates in all 50 states, including Mexico, Canada, allowing for unparalleled sales and service to existing customers, as well as potential new clients. With one of the industry’s most extensive storage product offering, coupled with nationwide sales and support we believe Kardex Remstar is the best choice for Sourcwell if the intent is to truly provide the broadest range of storage solutions for the government and education markets at the best price.</p> <p>Kardex Remstar is a leading manufacturer and distributor of Vertical High Density Storage to include High Density Mobile Systems, related shelving products, office cabinet solutions as well as Industrial cabinets and work benches. Our partnership with Tennisco and Aurora has positioned Kardex Remstar as one of the most diverse suppliers for Office and Industrial storage equipment in the industry.</p> <p>•Office Products – Times-2 Storage Cabinets, Deluxe Storage Cabinets, Standard Storage Cabinets, Storage Cabinets with C-Thru Doors, Jumbo Storage Cabinets, Welded 60” &amp; 66” High Storage Cabinets, Welded Janitorial Cabinets, Welded Storage Cabinet/Bookcase Combination, Welded Storage Cabinet with File Drawers, Welded Cantilevered Bin Storage Cabinets, Welded Laptop Charging Stations, Welded Cabinets with Perforated Doors, Welded Open Style Cabinets, Welded TA-50 Military Cabinet. Two, Three, Four, Five and Six Drawer Lateral File Cabinets, Vertical File Cabinets, Card and Multimedia File Cabinets, Literature Sorters, Add-A-Stack Units, Record Archive Storage Rack, Welded Bookcases, Wood-Tec Shelving, weapons racking and other miscellaneous Shelving Products.</p> <p>•High Density Mobile -</p> <ol style="list-style-type: none"> <li>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.</li> <li>b. Three Models – Electric, Mechanical Assist and Manual driven models are available.</li> <li>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.</li> <li>d. Rail &amp; Deck – The rails and deck can be modified based on a building’s structural requirements and needs.</li> <li>e. Anti-Tip Protection – Carriage and rail design provided stability in all seismic active areas.</li> <li>f. Carriages – Heavy duty construction designed to meet and exceed the weight and usage requirements.</li> <li>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.</li> <li>h. Shelving – Select from any of Kardex Remstar’s shelving or storage units...new or existing...your storage requirements are easily met.                     <ul style="list-style-type: none"> <li>• L &amp; T Shelving and Drawers – L&amp;T Open Shelf Shelving, L&amp;T X-Ray Shelving, L&amp;T Heavy Duty Shelving, L&amp;T Library Shelving. Related Accessories. .</li> </ul> </li> </ol> <p>•Automated Vertical Storage -</p>

		<p>a. Lektrevier – Electronic Lateral Filing Systems for Paper File or Small Parts Storage. .</p> <p>b. RS 350 Vertical Carousel – High Density Storage Industrial Automated Vertical Carousel.</p> <p>c. HD 500 Vertical Lift – High Density Storage Vertical Lift.</p> <p>d. Horizontal Carousel – High Density Horizontal Carousel for Warehouse and Distribution Storage.</p> <ul style="list-style-type: none"> <li>• Warehouse Shelving – Heavy Duty Reinforced Shelving, Q Line Shelving, Bulk Storage Rack, Z-Line/Steel Shelving, Wire Shelving, Wood-Tec Shelving, Quick Loc Shelving.</li> <li>• Logic Shelving – Fixed Shelving Units, Mobile Carts and Hand Carts.</li> <li>• Workbench and Shop Equipment – Flared and Adjustable Leg Workbenches, Electric Workbenches, Rivet-Style Workbench, Related Accessories.</li> <li>• Technical Workstations – Technical Workstation with Fixed Legs, Technical Workstations with Adjustable Legs, Instruments Shelves, Hanging Drawer Units, Related Accessories.</li> <li>• Lockers – Single Tier Lockers with Legs, Single Tier Lockers without Legs, Double Tier Lockers with Legs, Double Tier Lockers without Legs, Triple Tier Lockers with Legs, Triple Tier Lockers without Legs, 5-Tier, 6-Tier Box Lockers with Legs, 5-Tier, 6-Tier with Legs, Welded Heavy-Duty Single Tier Lockers, Welded Heavy-Duty Double Tier Lockers, Welded Heavy-Duty 6-Tier Lockers, Welded Combination Lockers, Welded Duplex Lockers, Welded Half-Height Lockers, 15, 16 Person Lockers, Welded Single Tier C-Thru Lockers, Welded Double Tier C-Thru Lockers, Welded 6-Tier C-Thru Box Lockers, Welded Wall Mounted C-Thru Lockers, Welded 16-Person C-Thru Lockers, Welded Ventilated Single Tier Lockers, Welded Ventilated Double Tier Lockers, Welded Ventilated 6-Tier Box Lockers, Related Accessories. .</li> </ul> <p>Services include local sales consultants, installation, product and software training, full parts and service department, free site surveys and best warranty plan in industry.</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>Kardex Remstar's intent is to continue to expand and better position our overall market position, both through building on the Sourcwell and the Kardex Remstar brand name, all built around an industry diverse space and storage saving product and service offering. Kardex Remstar is committed to the Federal, State and Local government agencies, as well as push continued grow in the non-profit and education market segments. We recognize that this contract is not a magic pill, but only a tool and that the real effort is in energizing our network around the Sourcwell contract and educating our customers on the the value of our product line and the partnership between Sourcwell and Kardex.to potential end users. It is Kardex Remstar's expectation that through our partnership with Sourcwell we will continually build our mutual reputation as the industry leader for Office and Industrial storage products and services for the government and education markets throughout North America.</p>

10	<p>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>	<p>All numbers presented are from 2018 as we are in the process of closing out our 2019 books. Our numbers for 2019 are expected to similar our our performance in 2018. The Kardex Group continued its dynamic development in 2018. A largely positive economic environment and the Group's strong market position ensured a continued good level of bookings and full order books in both divisions. Despite some bottlenecks in the supply chain, which led to higher costs and extended project duration, revenue and profit development accelerated. Kardex Remstar made targeted investments to increase capacity.</p> <p>At EUR 481.2 million, the Kardex Group's bookings were up 16.8% on the previous year and Group revenues increased to EUR 423.4 million, 12.6% more than in 2017. At `5.9%, the growth rate of the service business again exceeded the equally strong growth rate of new business of 11%. The Group's order backlog at year end amounted to EUR 230.1 million, a new high. This is 32.5% more than the comparable figure at the end of the previous year. The number of employees in the group increased by 9.3% to - 1807 full-time equivalents during the year.</p> <p>Further increase in EBIT margin Gross profit at Group level rose by 12.2% to EUR 152.2 million, but remained almost unchanged in percentage terms at 39.9% (36.1%) due to higher procurement prices and wages as well as slightly lower sales margins. Operating costs increased only moderately, even though marketing and development expenses remained high, resulting in an operating income of EUR 53.2 million. In absolute and percentage terms, this corresponds to a new record with a plus of 15.7% and an EBIT margin of 12.6% (12.2%). As expected, the tax rate fell slightly to 25.6% (28.5%), while net profit increased by 20.4% to EUR 38.3 million. This result corresponds to a ROCE of 52.1% (46.9%).</p> <p>Kardex Remstar continues dynamic growth Demand increased in almost all of Kardex Remstar's target markets. New business was particularly dynamic in North America, China and the major European countries. Bookings increased in total by 13.2% to EUR 381.3 million. Due to the high order backlog, revenues rose by 14.8% to EUR 347.5 million. The service segment contributed EUR -100,000 million, which leads to a revenue share of 28.8%. Despite significantly higher material costs and increased personnel costs, the operating income rose by 14.9% to EUR 51.0 million due to the revenue increase and further efficiency gains in line with the revenue development. The EBIT margin remained at the previous year level of 14.7%. Kardex Remstar recorded a very high capacity utilization, resulting in longer project duration's, which were in addition also driven by bottlenecks at suppliers. Capacities will therefore gradually be increased through targeted investments in the plants, thus ensuring that profitable growth can continue seamlessly in 2019 and beyond. In order to take account of Kardex Remstar's sustained positive performance, the targeted EBIT margin corridor will be increased to 8-16:% (7-15%) over the business cycle.</p> <p>Balance sheet remains strong and free cash flow high The Kardex Group's balance sheet remains solid and the balance sheet total at the end of the period was EUR 264.9 million (31-12-2017: EUR 240.2 million). The company is debt-free, has a net cash position of EUR -129.2 million and an equity ratio of 57.9% (57.9%). The free cash flow of EUR 37.8 million (EUR 34.6 million) was higher than in the previous year despite increased investments and a slightly higher level of receivables. It thereby approximately corresponded to the net profit generated by the Group. See the attached Kardex Remstar 2018 public financial report.</p>
11	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Through our on-going mutually agreed upon partnerships with Tennsco and Aurora Storage Systems, Kardex Remstar's market share is estimated be 35- 40%.</p>
12	<p>What is your Canadian market share, if any?</p>	<p>Through our on-going mutually agreed upon partnerships with Tennsco and Aurora Mobile Systems, Kardex Remstar 's Canada market share is estimated to be 5-10%</p>
13	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>



14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kardex Remstar is a manufacturer and factory distributor of High Density Automated Storage and Retrieval products. Kardex Remstar is the manufacturer of Vertical Lift, Vertical Carousels, Horizontal Carousels, and high speed picking, storage and software solutions. We have a partnership agreements in place with Tennsco for the manufacturing of shelving, a variety of storage cabinets, work stations and Aurora Storage Systems for High Density Mobile storage products. All products are sold and serviced through our network of authorized and factory certified resellers Kardex Remstar has formal contracts in place with each individual factory authorized sales and service organization. We view our resellers as committed partners within our organization and treated as such.  Kardex Remstar has two (2) direct selling 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 providing continuous training, product introductions, service training and marketing collateral to support their sales and service effort through this contract vehicle.	*
15	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.	There are no industry required certifications or licenses for the sale or installation of our products other than use of applicable licensed electricians if required. Kardex Remstar requires all of our service and installation teams to be factory trained and certified.  Kardex Remstar's entire product line with DIN EN 15095 "Power-operated TÜV (Technical Observation & Control), a USA NRTL and a Canadian CB..  Kardex Remstar also holds the following two ISO certifications:  ISO 9001 ISO 1401	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Office Furniture, as many of our products work in both Industrial and office applications. Kardex Remstar provides space saving storage solutions in Office applications as part of our overall product offerings,	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	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 2020. This will be a "Made in America" manufacturing facility designed to service and support the growing North American Markets. This is huge undertaking designed to further position us as a leader in Industrial Storage equipment in the North American markets.	*
19	What percentage of your sales are to the governmental sector in the past three years	25-30% - Estimated Government sales to be \$20,000,000 in 2020.	*
20	What percentage of your sales are to the education sector in the past three years	1-3% Estimated Education sales to be \$2,500,000 in 2020	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None  Dropped New York State Contract and the Texas State Contract for Sourcewell contract in 2017. Kardex Remstar no long holds any State Purchasing Contracts.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS 25F-0048M  Average three year annual GSA sales \$4,500,000 per year.	*

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Amtrak	Todd Wolstenholme	215.349.1086	*
Cook County Deeds and Historical Records Department	William Drobitsch	312-603-5088	*
Nassau County District Administrative Judge Office	Thomas Polito	516-493-3026	*
Director NY City H CHS Pharmacy	Danielle Petrocelli	646-778-2213	

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

Line Item 24. 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 *	
Miramar MALS 16 – Shuttle XP Storage Systems	Government	California - CA	Ten Vertical Lifts for MALS 16 Supply and Inventory Tracking Software	\$1,800,000.00	\$2,500,000.00	*
Bonita Unified School District	Education	California - CA	Eight Office Vertical Carousels for the storage of student records	\$350,000.00	\$350,000	*
Gresham Police Department	Government	Oregon - OR	Two Vertical Lifts with inventory software for the management of evidence	\$300,000.00	\$350,000	*
Tinker AFB – DLA Aviation Building 9001 and Building 200	Government	Oklahoma - OK	Three Vertical Lifts for building 9001 and three Vertical Carousel for building 200 for maintenance parts storage	\$700,000.00	\$2,500,000.00	*
SAIC – Hill AFB/Ogden ALC, DLA Aviation	Government	Utah - UT	Twelve (12) Vertical Lift units with fire suppression for maintenance facility parts at Hill AFB for buildings 507	\$1,900,000.00	\$5,000,000.00	*

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

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *



25	Sales force.	<p>Kardex Remstar employees four (4) full time regional managers and four (4) 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 product offering both in the commercial markets and government markets. Each regional director has a commercial sales quota and a government sales quota. Government managers are dedicated to 100% government market segments and are market drivers and support for the regional directors and authorized resellers. The regional directors and government managers are located in the following territories:</p> <ul style="list-style-type: none"> <li>• Western/ Mexico Region – Arizona</li> <li>• Northeastern/Eastern Canada Region – Maine</li> <li>• Midwestern Region – Ohio</li> <li>• Southeast/Mid-Eastern Region – South Carolina</li> <li>• Mid-South Region – Maine</li> <li>• Government Director – Located in Mississippi – Responsible for all Government Sales in the United States, Canada and Mexico</li> <li>• Government Sales Manager – Located in Ohio – Responsible for all Government Sales in the United States, Canada and Mexico</li> </ul>	*
26	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 offices throughout United States, Canada and Mexico covering 58 individual territories by over 100 dedicated Kardex Remstar sales personal.</p>	*
27	Service force.	<p>The spreadsheet above outlines our resellers office locations and territories covered. 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 provide by telephone or on site based on customer need.</p>	*

28	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>Kardex Remstar and our partners Tennsco and Aurora Storage Products have a multilevel customer service program. 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. General product information requests will be answered at the time of inquire or with 24 hours depending on the nature of the request.</li> <li>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.</li> </ol> <p>Order Processing:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Kardex Remstaror 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.</li> <li>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 paying a rebate to Sourcewell and responsible to Sourcewell for all contract compliance as outlined in the bid request.</li> </ol> <p>Any exemptions from sales tax should be noted on the PO. (Note: All Sourcewell members are non-profit 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"> <li>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.</li> <li>5. When the product ships Kardex Remstar will invoice the end user or the authorized Kardex Remstar reseller.</li> <li>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.</li> <li>7. Like commercial orders the Kardex Remstar reseller is responsible for the invoicing and collection of payment for the project.</li> </ol> <p>Service Requests:</p> <ol style="list-style-type: none"> <li>1. All service requests must be processed through Kardex Remstar authorized reseller responsible for the sale of the original project.</li> <li>2. Sourcewell end user contacts the reseller for any service or warranty related requests.</li> <li>3. Authorized resellers will perform all service requests within agreed timeline with end user.</li> </ol>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Hawaii, Puerto Rico, Virgin Islands, and Guam are our only week points for distribution and/or sales coverage. These territories have not afforded Kardex Remstar the opportunity to build new customers do to the lack of quality representation and limited opportunities. While Kardex Remstar does have a presense in these location or service and support for these territories comes out of the United States but not locally.</p>

30	Identify any Sourcewell Member 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?	Not-for-Profit is the weak market segment for Kardex Remstar. Our main focus has been State, local and city government as well as the education markets. Kardex Remstar is well suited to handle this market we just have not had the activity to dedicate staff. Our network of dealers is well suited to make the calls but I would ask for some training support from Sourcewell to expand our understanding of the market segment and potential.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None for Alaska as we have a sales and service located in Alaska, but same answer as above apply s to Hawaii and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	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 in conjunction with our partners, Tennsco and Aurora Storage Products have developed a comprehensive training program designed to educate both our direct sales management and authorized reseller network on the detailed workings of the Sourcewell contract, to include product review, pricing structures, target market customers and applications. This training program would be presented to Sourcewell management for review and approval before rolling out. Once approved we would hold an inter-organizational training with all Regional Sales staff, Customer service and order processing departments to insure all internal parties have a solid understanding of the program and inner working of how the program will be implemented and executed. Once this has been completed our Regional Business Directors, in conjunction with a dedicated sales specialist, whose sole responsibility will be management of this contract, will roll out the approved training program to our reseller network. Training of the reseller network will be done at each individual office insuring that full coverage is in place upon completion. Kardex Remstar also hold a National Sales Training program in October 2020 and this program will once again be presented as a refresher course for existing and new reseller sales staff. Training will be a top priority over the first 6 months of this contract.</p> <p>It is Kardex Remstar's hope that Sourcewell would provide a member listing that would include contact information such as address, phone number and e-mail addresses and main contacts. If this is not available than Kardex Remstar would purchase a mailing list specific to the target markets. Kardex Remstar's initial plan would be to introduce Kardex Remstar through an announcement that we were awarded a IDIQ Sourcewell contract for Industrial Storage Products. The e-mail campaign would introduce our organization and an overview of our product offering along with Sourcewell contract details. The lists would be broken down by territory and presented to our local reseller who in turn would do their own e-mail marketing campaign to Sourcewell customers in their respective territories. The promotion of the Sourcewell contract would be posted on our web site as well as the web sites of our respected resellers. Kardex Remstar would produce a single page marketing brochure that would be presented at all follow-up and direct calls to the end user. This piece would also be replicated with our resellers for use in the field. This process would be repeated quarterly to insure maximum penetration is achieved. Kardex Remstar would adjust our marketing programs as needed once we have a solid understanding of what the market segments require.</p> <p>Kardex Remstar has a fully staffed marketing department with capabilities to execute specific marketing tools with direction from the Director of Government Sales. Examples of the literature being presented is included as an attachment.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	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 products, our organization, and contract vehicles available. Leads are driven by our web site and social platforms and considered nurturing opportunities until they have been qualified. Once qualified they move to our Regional Managers and for tracking and sent to our authorized reseller who follows through until order completion.	*
34	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?	Continually drive the acceptance of the cooperative purchasing contracts. Kardex Remstar leads with the Sourcewell contract on all government projects. Training has been done both for our internal employees as well as our partners and authorized resellers as to the value of the contract and its ease of use.	*
35	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.	No not at this time. We have had very few requests for e-procurement opportunities.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kardex Remstar along with our dedicated business partners Tennsco and Aurora Storage Products support our end user with on-site product and software training. 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 and invoiced. Kardex Remstar does not invoice any Sourcewell project with out the completed sign-off assuring the end user is totally happy with the project. Support and training is also offered through through phone and web technology as requested or required. All Kardex Remstar installers are factory trained and certified through a rigorous training school fully trained on 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, ILL. 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.
37	Describe any technological advances that your proposed products or services offer.	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. The exception is the Automated Vertical Storage Equipment. With space limitations becoming a larger factor in today's business environment. By taking storage vertically through automation three major advantages are recognized: <ul style="list-style-type: none"> <li>• Space Savings – 80% of Floor Space Regained. Major cost savings in an environment that does not allow for additional growth through budget restrictions.</li> <li>• Ergonomics – All products delivered at a standing or sitting ergonomic position</li> <li>• Increased productivity – Product to man concept instead of man to product concept.</li> </ul> Automated Vertical Storage Equipment when used in the right application is the most technologically advanced storage media on the market. Kardex Remstar is the leader in this technology with automation through document tracking and inventory control software incorporated into the equipment allowing you to maximize productivity while saving floor space.
38	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.	Kardex Remstar is proud to join the Leadership in Energy and Environmental Design (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, 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. 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.
39	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.	Kardex Remstar is registered to ISO 9001 and 14001 standards and manufactures equipment that is 99% recyclable at Plant. 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. 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.
40	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.	Kardex Remstar is a large business and rely on our dealer network to fill in the socio-economics categories as we have a very diverse group of dealers that include women owned companies, Small Business, SB Veteran owned, Disabled Veteran Small Business.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Kardex Remstar is a leader in High Density Storage. Our unique offering covers 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, Automated Vertical Storage solutions are one of fastest growing technical product categories in the Industrial Storage market place with Kardex Remstar leading the way as a innovative, solutions driven company.

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Kardex Remstar is dedicated to the Canadian Market and have been successfully supporting and serving all commercial and local government for the past 10 years through our local business resellers. We have sales and support coverage in the eastern and western metropolitan areas with Canada.	*
----	--	--	---

### 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 *	
43	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.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The following are not covered under the scope of the warranty: <ul style="list-style-type: none"> <li>• The replacement of fuses.</li> <li>• The replacement of fluorescent bulbs.</li> <li>• Ancillary equipment supplied by others, or damage caused by such equipment.</li> <li>• The replacement of lost, damaged, or broken keys.</li> <li>• Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning).</li> <li>• Damage or intermittent failure caused by connection to incorrect power supplies.</li> <li>• Damage caused by improper storage of materials within equipment.</li> <li>• Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).</li> <li>• Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.</li> <li>• Consequential damages.</li> </ul>	*
45	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.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members 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.	*
47	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.	*
48	What are your proposed exchange and return programs and policies?	All products are designed specifically for the end users facility. Once the order is placed there are no cancellations. 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. Kardex Remstar has never had any requested for returns from any Government facility unless the problem was driven on the Governments end. 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.	*
49	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. dd-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 *
50	What are your payment terms (e.g., net 10, net 30)?	1% net 10, net 30 days
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes we work directly with National Leasing Corp and incorporate their Sourcwell contract into all proposals that require leasing options.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.	<ol style="list-style-type: none"> <li>1. The Sourcwell purchasing agency issues a purchase order (PO) made out to Kardex Remstar or our authorized reseller. All PO's must reference the Sourcwell Membership and Contract number.</li> <li>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.</li> <li>3. Authorized resellers must send a copy of the end users PO with order. This is very important as Kardex Remstar is responsible for paying a rebate to Sourcwell. Any exemptions from sales tax should be noted on the PO.</li> <li>4. After Kardex Remstar processes the order, the order acknowledgement will be sent directly to the authorized Kardex Remstar reseller, who in turn 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.</li> <li>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.</li> <li>6. All orders placed under the Sourcwell contract, either as a direct order to Kardex Remstar or orders issued to an authorized Kardex Remstar reseller are captured in our SAP system and validated monthly through our order entry audit process. Monthly reports reflect all booked projects and are tracked throughout the year. These same reports are submitted quarterly with all rebates.</li> </ol>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members 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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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.



55	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.	<p>All pricing is based on a manufacturer list price with the appropriate discounts applied by product category.</p> <ul style="list-style-type: none"> <li>• Automated Vertical Storage – <ul style="list-style-type: none"> <li>o Lektriever – 39.25%</li> <li>o RS 350 Vertical Carousel – 39.25%</li> <li>o HD 500 Vertical Lift – 39.25%</li> <li>o Horizontal Carousel – 10%</li> </ul> </li> <li>• Office Products - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• High Density Mobile - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• L &amp; T Shelving and Drawers - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• Warehouse Shelving - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• Logic Shelving - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• Workbench and Shop Equipment - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• Technical Workstations - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> <li>• Lockers - Order Value \$0 - \$50,000- 36% Order Value \$50,001 and up - 40%</li> </ul> <p>Freight: FOB Westbrook, ME, Dickson, TN and Aurora, Ill.</p>
56	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.
57	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.	Many of the products being offered are easily installed by the customer but certain product categories require certified installation services which are charged by the Kardex Remstar installer. These install costs are quoted at the time of order and included on the purchase order as open market items. These costs cannot be defined as every project has unique specifications related to location, floor preparation, and installation of technical Automated Vertical Equipment. Examples of items included in installation would include labor, forklifts and dumpster. Other items may be required and the example by no means is inclusive of costs. These costs must be included to complete the project. Categories that will require installation are High Density Storage units, all shelving categories and Automated Vertical Storage Products. 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 include on the purchase order to the authorized reseller.
58	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.	Freight is FOB Destination as our products, based on the size and volume can not absorb these costs based on the existing deep Government discounting. Each project is different and shipping costs can not be determined until solutions are defined and ship to location is determined, Kardex Remstar absorbs all costs for our technicians to perform free preventative maintenance inspections every 6 months over the life of our two warranty, Training is included at no additional fee and is absorbed by Kardex Remstar.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight is determined at the time of quote and included as an open market costs to the member. On our automated equipment freight is shipped by full truck load to prevent any damage to the sensitive electronics and sensitive parts. All cabinets, Mobile and Shelving is shipped less than truck load (LTL) and is costed on weight and volume. All shipping dates are actual customer delivery dates to the ship site.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Kardex Remstar uses a third party freight forwarded that is capable of shipping anywhere in the world. Kardex Remstar frequently ships to Canada, Mexico, Alaska, Hawaii and the Caribbean. All freight costs are negotiated annually with the forwarder to insure we are offering competitive freight costs.
61	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
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kardex Remstar has designed our pricing to Sourcwell members around our GSA pricing schedule. The price offered to Sourewell membership is the same pricing as offered under our GSA schedule. As you know Kardex Remstar has to show our most favored customers and the discounts offered and discounts can not be better that what has been previously negotiated with the Federal Government and GSA.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members 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 Sourcwell.	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 Sourcwell contract are submitted on time quarterly with our administrative fees.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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 2% administration fee payable on all contracted items and would prefer to keep the fee defined at 2%.



**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide 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. Each month a straight line goal is attached to individual territories and proposal counts as well as orders are tracked to determine our pipeline on opportunities as well as monthly sales. As an organization we strive for 4 x's the quota as our pipeline goal a tracked internally. Our success is measured off our pipeline as history has proven that if we can maintain 4 x's the quota in our pipeline than achieving the target quota is achievable. Kardex Remstar just implemented the use of Salesforce to track our external touches with the end user and help manage our resellers toward achieving their goals.
66	Describe how your products will help our members organize their inventory of products.	Kardex Remstar drives these three points in our ROI <ul style="list-style-type: none"> <li>• Save Valuable Floor Space</li> <li>• Increase Productivity</li> <li>• Improve Worker Safety</li> </ul>
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Kardex Remstar carries repair and replacement parts for most models manufactured by Kardex, Remstar and Kardex Remstar. All equipment can be easily modified with upgrade technology as released.
68	Identify any certification(s) that your business or products have attained or received that differentiate you in the industry.	Kardex Remstar Certifications  ISO 9001 IOS 1401
69	Describe how you would assist our members to best utilize and maximize available space.	Our network of dealers are located in most major metropolitan areas throughout the United States and Canada. All of our dealers are prepared to offer FREE site assessments to help the end users determine their actual needs.

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

**Line Item 70. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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."

- [Financial Strength and Stability](#) - Kardex\_Short\_Version\_-\_2018.pdf - Thursday January 02, 2020 18:16:01
- [Marketing Plan/Samples](#) - 2020 Kardex Remstar Documents.zip - Thursday January 09, 2020 14:01:20
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - KR\_B3000\_Warranty\_H.pdf - Monday January 06, 2020 14:51:58
- [Pricing](#) - Product Pricing & Literature.zip - Tuesday January 07, 2020 22:05:21
- [Additional Document](#) - KR\_B5068 Leeds\_H.pdf - Monday January 06, 2020 14:52:24

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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
<b>RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_3</b> Tue December 17 2019 07:51 AM	<input checked="" type="checkbox"/>	--
<b>RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_2</b> Mon December 9 2019 03:57 PM	<input checked="" type="checkbox"/>	--
<b>RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_1 Storage Systems</b> Mon November 18 2019 01:46 PM	<input checked="" type="checkbox"/>	--

