



## **Solicitation Number: RFP#121919**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CORT Business Services Corporation**, 15000 Conference Center Drive, Suite 440, Chantilly, VA 20151 03906 (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 February 18, 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, with the exception of rental products, must be new/current model. Rental products provided by Vendor under this Contract must be in rental condition, of current model, and functional for the intended use. 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 Sourcewell Price and Product Request Form will be 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 Sourcewell 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. *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: 2/17/2020 | 5:00 PM CST

CORT Business Services Corporation  
DocuSigned by:  
By: Traci Grivno  
BCEB94600096440...  
Traci Grivno  
Title: Sr. Manager Client Services  
Date: 2/18/2020 | 6:42 AM CST

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 2/17/2020 | 6:55 PM CST

# RFP 121919 - Furniture Solutions with Related Accessories and Services

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## Vendor Details

Company Name: CORT Business Services Corporation  
Does your company conduct business under any other name? If yes, please state: CORT  
Address: 15000 Conference Center Drive  
Suite 440  
Chantilly, VA 20151  
Contact: Traci Grivno  
Email: traci.grivno@cort.com  
Phone: 571-748-6394  
Fax: 301-333-3530  
HST#: 14-1543982

## Submission Details

Created On: Thursday October 31, 2019 07:21:25  
Submitted On: Wednesday December 18, 2019 11:34:09  
Submitted By: Traci Grivno  
Email: traci.grivno@cort.com  
Transaction #: c24acfc2-9dbc-4f76-88fd-e5f8869bf91b  
Submitter's IP Address: 4.16.223.2

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## Specifications

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CORT Business Services Corporation dba CORT, CORT Furniture Rental
2	Proposer Address:	15000 Conference Center Drive, Suite 440 Chantilly, VA 20151
3	Proposer website address:	www.cort.com
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):	Traci Grivno Sr. Manager, Client Services 15000 Conference Center Drive, Suite 440 Chantilly, VA 20151 Email: traci.grivno@cort.com Phone: 571.748.6394
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Traci Grivno Sr. Manager, Client Services 15000 Conference Center Drive, Suite 440 Chantilly, VA 20151 Email: traci.grivno@cort.com Phone: 571.748.6394
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable.

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

Line Item	Question	Response *
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<p>7</p>	<p>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>	<p>History and Industry Longevity</p> <p>CORT's original parent company, Mohasco Corp. based in Amsterdam, NY, operated primarily in the furniture manufacturing and carpeting business. In 1972 Mohasco expanded its home furnishings activities with the purchase and merging of five regional furniture rental companies in the northeast, southeast and midwest, which became CORT Furniture Rental.</p> <p>In the beginning, the business was almost exclusively focused on furniture rental to properties, students and military for their temporary residential needs. This included opening clearance centers to sell the pre-rented furniture, keeping control on inventory and adding cash for new furniture to rent. In the late 70s, CORT responded to the growing need for corporate furnishings and started the office furniture rental business. In 1980, CORT moved its headquarters to Fairfax, Virginia and is located in Chantilly, VA today.</p> <p>In 1989, CORT was spun off to its own business as part of a leveraged buyout, and in 1995 the company went public, changing its name to CORT Business Services Corporation. In 1997, CORT expanded into the trade show and events business servicing major trade show contractors, corporate exhibitors and special events from coast to coast. In 2000, CORT was acquired by Warren Buffett and became a Berkshire Hathaway Company.</p> <p>CORT expanded our home and office furniture rental and retail business over the years to include our own line of housewares rental (essentials for kitchen, bed and bath), Destination Services (helping customers relocate to and within the US getting settled faster), ApartmentSearch.com (for those looking for a place to rent that meets their needs), Roomservice by CORT (UK office that offers furniture rental), Party Rental (developing a model for expansion), and the CORT Global Network (for customers in need of rental furniture outside the US and the UK).</p> <p>Today, CORT has more than 100 showrooms, clearance centers and distribution facilities across the United States, operations in the United Kingdom and a Global Network of partners servicing more than 80 countries around the world. CORT is the nation's leading provider of transition services, helping millions of individuals and more than 80 percent of Fortune 500 companies with their event and relocation needs.</p> <p>Core Values and Business Philosophy</p> <p>The CORT Commitment™ is a big part of what makes us different. We go above and beyond to make sure everything is perfect and our customers are happy.</p> <p>Vision - At CORT, we believe Everything is Possible Through Service™.</p> <p>Mission - Our mission is to be an indispensable resource to our customers by listening, learning and providing exceptional value, every time.</p> <p>Promise - We promise to provide personalized service and make your CORT experience extraordinary.</p> <p>Satisfaction - If you ever have a concern, we will make every effort to resolve it to your satisfaction, as your satisfaction is our greatest measure of success.</p>
<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>CORT provides furniture rental services, and offers all of the furniture and housewares items currently available in our catalog for rental to Sourcwell members.</p> <p>Workplace Product - Desks, Credenzas, Bookcases, Hutches, Filing, Tables (Sit-to- Star Accessories (Power, Mobile, Trash), Panel Systems and other Open Plan station soluti</p> <p>Residential - Sofas, Sleepers, Loveseats, Chairs, Recliners, Lamps, Artwork, Plants, Area Rugs, Occasional Tables, Dining Tables, Dining Chairs, Barstools, Headboards, Beds, Dressers, Chests, Nightstands, Electronics and Appliances</p> <p>Housewares - Bed and Bath Linens, Shower Curtains, Cookware, Place Settings, Utensils, Small Appliances</p>

9	What are your company's expectations in the event of an award?	<p>CORT understands that a Sourcewell contract award is no guarantee of future business. It is up to CORT to market and educate current and potential Sourcewell members on the value of Sourcewell membership, CORT and furniture rental as a service.</p> <p>On our current Sourcewell contract, 24% of our reported revenue comes from new members. These are clients who joined Sourcewell due to our sales people sharing the features and benefits of the program. In 2015, our first year on Sourcewell contract, our reported sales were approximately \$137k; in 2018, it was \$1.17m. Through Q3 2019, our Sourcewell revenue is at \$1.19m. Our expectation is for CORT to continue our sales and education efforts to continue to grow this revenue should we earn a subsequent contract.</p>	*
10	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>CORT is a Berkshire Hathaway company. We have the financial backing to easily purchase furniture, with over \$300 million in furniture stocked nationwide, and the national infrastructure to ensure complete operational coverage. See attached for question 10:</p> <p>10-Berkshire Hathaway SEC Filing Annual 10K Filing 2018 10-Berkshire Hathaway SEC Filing Quarterly 10Q Filing Q3 2019 10-CORT Credit References</p>	*
11	What is your US market share for the solutions that you are proposing?	65%	*
12	What is your Canadian market share, if any?	Not applicable.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with you	<p>CORT is best described as a service provider. We do not have a dealer network. Our sales and service force are CORT employees and not the employees of a third party.</p> <p>We purchase our furniture directly from the manufacturers. The CORT-owned product is stored in CORT distribution centers across the country. Furniture rental leases are fulfilled utilizing this CORT-owned furniture, delivered by CORT employees on CORT trucks. All CORT locations are leased or owned by the company.</p>	*
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.	Not applicable.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Furniture Rental - Workplace, Furniture Rental - Residential, Furniture Rental - Housewares	*

**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	Please see attachment "18-Industry Awards and Corporate Social Responsibility" for a complete listing of awards received from 2014-2019, as well as CORT's community involvement.
19	What percentage of your sales are to the governmental sector in the past three years	2%
20	What percentage of your sales are to the education sector in the past three years	6%
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?	CORT does not currently hold any other state or cooperative purchasing contracts. While we have previously held State of CA (CMAS) and State of TX (TXMAS) contracts, we did not pursue new contracts as we were, and continue to have, greater success with the current Sourcwell contract.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract GS-03F-093DA - Rental Office Furniture. Annual volume: 2017 - \$1,133,710.68 2018 - \$1,497,412.58 2019 (YTD Q3) - \$1,471,786.23 Total 2017-2019 - \$4,102,909.49

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
PACT Inc - Sourcwell member #155981	Gianluca Bangara Team Lead, Shared Services	(202) 684-3656
Oregon Health & Sciences University (OHSU) - Sourcwell member #135879	Kerin L. Bier Associate Project Manager, Design and Construction	(503) 407-6003
International Research & Exchanges Board- IREX - Sourcwell member #115165	Ximena Montano Operations Associate	(202) 628-8188 x0
Anchorage Middletown Fire & EMS- Sourcwell member #167889	Major Kevin L. Jump Division Chief of Facilities & Technology	(502) 228-1351

**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 *
US Census Bureau	Government	Maryland - MD	Furnish offices in all 50 states and Puerto Rico for the 2020 Decennial Census. These are temporary offices opened to conduct the 2020 count, which will close upon completion of the project. 248 Area Census offices, 6 Regional Census Centers, Puerto Rico Area Office and Phoenix Paper Data Capture Center.	Area Census Offices were approximately 300 furniture items, a mixture of desks, seating, filing, shelving, and tables. The other offices were larger, each requiring a minimum of 1000 furniture items. The Phoenix PDCC was the largest at approximately 3700 pieces.	2017 - \$32,620 2018 - \$673,246 2019 - \$7,878,028 Total - \$8,583,894
Sourcewell	Government	Minnesota - MN	CORT has provided furniture rental services to Sourcewell members via its current contract in the following states: AL, AZ, CA, CO, DC, FL, GA, IA, IL, ID, IN, KY, LA, MA, MD, MI, MN, MO, NC, NE, NJ, NM, NV, NY, OH, OK, OR, PA, TN, TX, UT, VA, and WA.	Size of transaction varies based upon individual member requirements.	2017 - \$834,292 2018 - \$1,169,929 2019 - \$1,188,148 (YTD Q3) Total - \$3,192,369
HHS-OMHA	Government	District of Columbia - DC	HHS Office of Medicare Hearings & Appeals required rental furniture for offices in DC, LA, AZ, NM, OH and GA.	Furniture required was a mix of desks, credenzas, hutches, bookcases, conference tables, systems workstations and seating.	2017 - \$1,232 2018 - 180,539 2019 - \$23,917 Total - \$205,688
Department of Justice	Government	District of Columbia - DC	CORT has provided furniture rental services over the period to the Dept of Justice (including their OIG, Executive Office for US Trustees, various US Court offices) in DC, MI, OH, NY, PA, TN and VA.	Furniture required is a mix of systems workstations, traditional desking, seating, conference tables, reception furniture, bookcases, filing and storage cabinets.	2017 - \$1,509 2018 - \$21,242 2019 - \$97,959 Total - \$120,710
Department of State	Government	Florida - FL	In 2017, the Miami Passport Office had water damage to their permanent offices due to flooding. Rental furniture was required for temporary space while their permanent offices were cleaned and repaired. We have also provided furniture rental services to DOS in GA and VA for temporary requirements.	Furniture required was a mix of systems workstations, work tables, training tables, mobile pedestal files, seating, monitor arms and keyboard trays.	2017 - \$53,634 2018 - \$63,665 2019 - \$914 Total - \$118,213

**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 *
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25	Sales force.	<p>CORT has a total of 2,650 employees, 675 (25%) of which are sales representatives. These full-time employees are direct employees of CORT and are not employees of a 3rd party. Sales staff work at a local, regional or national level. Please see attachment "25-CORT Showroom Locations" for a complete list of showrooms and clearance centers nationwide.</p> <p>CORT also has a dedicated sales support team for the Sourcewell contract. These additional 21 employees primarily work from home offices across the country to provide sales and customer service support regardless of time zone. Once the sales representative has determined the Sourcewell member's furniture rental requirement, this dedicated team is responsible for producing all Sourcewell quotes to ensure contract pricing and terms compliance. This team also provides customer service support throughout the life of the furniture rental agreement.</p>	*
26	Dealer network or other distribution methods.	<p>CORT does not have a dealer network. Our \$300m inventory of furniture is purchased directly from the manufacturers and stored in CORT distribution centers across the country. Our Asset Management team works to ensure predicate inventory levels are maintained across the country by transferring product or purchasing more as needed. Please see reply to question #28 for additional detail.</p>	*
27	Service force.	<p>CORT has 1,421 operations/service employees, 54% of our overall total of 2,650. These full-time employees are also direct employees of CORT and are not employed by a 3rd party. Our operations staff work at a CORT distribution center. Please see attachment "27-CORT Showroom Locations" for a complete list of distribution centers nationwide. The quantity of distribution centers we maintain across the country allows CORT to service the needs of Sourcewell members across the US.</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>The attachment "28-CORT Delivery and Service Process" details the roles of each team (sales, operations, admin) that contribute to a positive customer experience.</p> <p>The attachment "28-Workplace Job Information Form and Punch List Form" provides detailed information on how we confirm site logistics for a rental delivery or pickup, as well as how any punch list issues are documented and addressed within 2-3 business days.</p> <p>Response Time Capabilities</p> <p>Once a lease agreement is signed, we are typically able to deliver within 3 to 5 business days for local deliveries less than 50 miles from our nearest distribution center. Delivery turn-around time will vary depending on the size of the order and furniture required, and site logistics, such as after hours or union requirements. Expedited delivery may be available in some areas in as little as 2 business days, but to do so CORT must be able to substitute product as necessary, and additional charges may apply.</p> <p>When the Sourcewell member is ready for the complete pick-up of their rental furniture, a 15 business day notice is required. If pick-up is required sooner, we will accommodate the request as we are able, but additional charges may apply.</p> <p>CORT makes every effort to accommodate preferred delivery or pick-up time of day, but cannot guarantee exact times due to traffic, weather, and delivery conditions.</p> <p>The rental product supplied to all CORT customers is guaranteed to be in rental showroom condition, of current model, and functional for its intended use. However, due to the nature of the industry, CORT does not guarantee that the product delivered will be new. By utilizing the combination of "new" and "showroom condition" product, CORT can provide large volumes of high quality rental furniture at reasonable prices to both the public and private sector.</p> <p>Variation in Quantity</p> <p>It's important to remember that furniture rental is a service more than a product. CORT is looking to provide an extensive variety of furniture in relatively significant quantities under most circumstances. However, in the rental business, a company cannot always predict the breadth or depth of a customer's requirements, nor the daily levels of its overall inventory. In order to meet the quick turnaround desired by Sourcewell members, CORT must be able to substitute product per its "Personal Service Guarantee" as it does for its commercial customers. The substitution policy is as follows:</p> <p>"We guarantee that if a substitution is unavoidable, the item substituted will be of the same or higher value than the item ordered and that you will be given the option to keep the item substituted at no additional charge or to exchange it on the first available date after your original selection is again in stock."</p> <p>Should CORT employ this substitution policy to expedite service, then deliveries are considered to be made in full, and billing commences on the date of delivery. CORT will provide partial shipment of the furniture order and send the remaining product as it becomes available. The end-user is responsible for payments once products are delivered. Should CORT be unable to accommodate an order, it will notify the requesting agency within three days of receipt of order so that the Sourcewell member may acquire supplies from another source.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Deliveries to Alaska, Hawaii, and the US territories will be considered on a case-by-case basis. CORT is not able to service Canada at this time.
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?	CORT will fully service all Sourcewell Member sectors via a proposed contract award, just as we do now with our current contract. We do not hold other cooperative purchasing contracts that would limit our ability to promote Sourcewell.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	As deliveries to Alaska, Hawaii and the US territories involve shipping product over water, the Delivery/Installation/Final Pick-up charge for each delivery will be determined by the CORT Distribution Center that will service the transaction and as agreed to by the Sourcewell member, based on the delivery distance and associated logistics.

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>We have found our current Sourcewell contract to be an effective closing tool in the government, education and not-for-profit sectors. The contract award lends credibility to CORT and our services, and it provides members with an approved source for furniture rental requirements, which by nature, usually require delivery within a few business days.</p> <p>Many Sourcewell members that are government or education entities have multiple contract vehicles to choose from. Non-profits typically do not, so this vertical is very receptive to learning about Sourcewell, especially the potential savings on their overall purchases so that they can preserve more of their capital for their core mission. The majority of clients that we introduced to Sourcewell and became members were in the non-profit category, and this will continue to be an area of focus if awarded a new contract. Our current marketing strategy is as follows:</p> <p>Marketing Strategy - Revenue Growth Key Strategies:</p> <ol style="list-style-type: none"> <li>1. Not for Profit Champion has been identified to lead company strategy and provide marketing updates.</li> <li>2. Higher Education National Sales Team in place to facilitate Higher Education needs.</li> <li>3. Sourcewell Profile in CORT's National Accounts System to Communicate Terms, Conditions, Pricing and Registration Guidelines.</li> <li>4. Sourcewell Landing Page in CORT's internal Sales Site HighSpot (includes marketing materials, product information, presentations and templates): <ol style="list-style-type: none"> <li>a. Overview of Sourcewell and Clients</li> <li>b. Informational Video with Client Success Stories</li> <li>c. Sales Strategies</li> <li>d. Marketing Content</li> <li>e. Tips for doing Business with Sourcewell Customer</li> <li>f. Member Look-up</li> </ol> </li> <li>5. Marketing collateral created to communicate to Sourcewell clients the value of Furniture as a Service and the discount and terms they are entitled to.</li> <li>6. Monthly Webex Training by CORT's Workplace Training Manager to inform sales teams how Sourcewell clients may need CORT's services and best sales practices.</li> <li>7. Create a landing page for all Sourcewell clients so we have a dedicated digital destination that communicates what's new, promotions, case studies and highlights CORT Services available to them.</li> <li>8. Marketing content utilized to encourage client interaction via email, intended to introduce CORT's services and spark interaction.</li> <li>9. As a current Sourcewell vendor, CORT is actively coordinating with Sourcewell's social media team to add Sourcewell content to social media messaging.</li> </ol> <p>Please see attachment "32-Sourcewell Marketing Samples" for representative samples of CORT's Sourcewell marketing materials.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CORT utilizes Salesforce to manage its customer account, contact and sales opportunity data. If a sales representative leaves the company, it allows for a smoother transition when their replacement takes over the ownership of their accounts. Contact information from Salesforce is also utilized to create awareness of new products, services and programs to our customer base via html campaigns. As a current Sourcewell vendor, we have a dedicated Sourcewell chatter group to share contract updates, sales tactics and success stories with our sales people. We also created a Sourcewell Association Member section in Salesforce. Sourcewell members are flagged at the account level so that all of their applicable membership info is easily accessible and all sales staff understand their program benefits.</p> <p>We will continue to run HTML drip campaigns, as we do now with our current Sourcewell contract, to all SalesForce leads and contacts that work for government, non-profits or have been tagged as Sourcewell members. Our current Higher Ed HTML campaigns include Sourcewell contract verbiage and target approximately 10,000 contacts.</p>
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?	<p>Sourcewell embraces the marketing of their vendors to a degree we have not experienced with previously held state-level contracts. CORT appreciates the efforts Sourcewell makes to market the contracts to their membership via newsletters and other marketing materials. We recently spoke with the Sourcewell marketing team to find out more about how we may better embrace social media, specifically Twitter, and Sourcewell's ability to re-tweet pertinent messaging to its membership. We will continue to integrate this into our marketing efforts to increase sales.</p>

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.	The variables with furniture rental pricing – length of lease and delivery area – make E-proc those requests are sent to our dedicated Sourcwell sales support team to quote and assist
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Not applicable to furniture rental.
37	Describe any technological advances that your proposed products or services offer.	<p>Technology continues to be a critical component of the furniture environment. Power kiosks, additional outlets and furniture with its own power source are all items we've added to our product offering to meet this growing trend.</p> <p>With the popularity of open workspace environments, we now offer sound masking systems to reduce distractions caused by open conversations and external noise. These extremely versatile systems reduce distraction by introducing a subtle background sound level above that of most intruding noise, but below that of normal conversation within the space. Studies have found that employee productivity can go up by as much as 14% when employers address acoustical issues. CORT partners with a third party company to provide this service in major metropolitan markets. As it is not available in all areas nationwide, CORT will offer sound masking systems to Sourcwell members on an open market basis.</p> <p>Tapdn by CORT offers customers user analytics for operational efficiency and space utilization in the workplace. The cloud-based platform aggregates information in real time, so customers can see what matters most, any time, any place in their smart building. The more information clients have about their workplace strategy, the more equipped they are to make decisions that drive innovation and long-term growth in their space. Moisture and temperature sensors protect their space as well, whether the office or higher education housing, with real-time flooding and temperature irregularity notifications, and offer loss prevention support for insurable events. This service is also offered on an Open Market basis to Sourcwell members.</p>
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.	<p>CORT's model is to purchase new furniture directly from the manufacturers. CORT's reuse of prime quality furniture not only saves money, it also provides environmental benefits by reducing resource use and waste. Our furniture may be rented, reconditioned and rented again several times. After its rental life is complete, almost all of our furniture (97%) is discounted and sold to the public. This makes our reuse rate between 2 to 6 times longer than traditional procurement models.</p> <p>We all know "reduce, reuse, recycle." According to a greenhouse gas analysis, CORT's furniture leasing model produces 49% less greenhouse gases from customer reuse versus a direct sales model. This study reveals the environmental benefits of reuse. The reuse of the piece of furniture means that additional resources in the form of raw materials and manufacturing, as well as end-of-life disposal, are avoided because new furniture is not constructed for each additional customer use.</p>
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.	CORT does not manufacture the furniture we offer on rental. As a result, our company has not itself received eco ratings or certifications, but many of the products we purchase for our rental line-up does. Please see attachment "39-Environmental Certifications for Applicable Furniture Series" for a complete listing of products and their applicable environmental ratings.
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.	CORT is a large business concern.

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?	<p>CORT has an in-house design department that provides space planning services for workplace furniture rental quotes, free of charge, which is unique in the furniture rental industry. We do not have to rely on a third party to provide this service. Our turn-around time is 1-2 business days; to put this in perspective, drawing requests can typically take a few weeks for furniture dealers. Upon receipt of the Sourcewell member's furniture rental requirement and CAD file, the designers will turn the furniture requirements into an effective space plan, maximizing the use of the space available. If panel systems are required, drawings will also be provided at this time, which will detail the parts and pieces necessary to build the desired workstation layout and applicable quote.</p> <p>CORT is also the only furniture rental provider in the industry to barcode its furniture. Each furniture item is bar-coded for proper inventory management. As items are pulled for delivery, the barcodes are scanned and entered into CORT's rental system. Any items that are refused at delivery are scanned back into available status upon the truck's return to the warehouse, thus ensuring an accurate inventory list and invoice.</p> <p>Once delivery is complete and confirmed in V2 (CORT's Oracle-supported internal Rent to Rent Network System, Version 2), an inventory list is generated. This complete inventory listing of all items currently out on any given lease includes lease location, item sku and barcode, item description, and rental rate.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CORT is not able to service Canada at this time.	*

**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?	<p>The manufacturer's standard commercial warranty will apply to the proposed contract. CORT uses a combination of new and lightly used furnishings and guarantees all product to be in showroom Grade "A" condition. CORT agrees to provide on-site service and maintain all products under the rental agreement. There is no charge for any services, repairs, or replacement for product damage resulting from normal use. For damage caused by abuse or neglect, the customer pays for the lesser of the repair or the replacement cost.</p> <p>CORT shall retain full title and ownership of all of the Rented Property. The Rented Property is and shall at all times remain the sole and exclusive property of CORT. The Sourcewell member shall not become, or have the option of becoming, the owner of any of the Rented Property through this proposed contract, and the Sourcewell member shall have no right, title, or interest therein.</p> <p>Any furniture purchase by any Sourcewell member of product supplied by CORT, either while on rental or from in stock inventory, shall be considered an Open Market transaction. Acquisition for ownership of any used product shall be on an "as is" basis with no warranties expressed or implied.</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>CORT's warranty covers normal use of the furniture. As stated above, damage or loss caused by theft, disappearance, gross negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation), or natural disaster is not covered under our warranty. While CORT is happy to repair or exchange such items, customer will be charged the lesser of the repair or the replacement cost.</p> <p>CORT shall inform the Sourcewell member of damage or of a furniture loss, and its estimated cost as soon as possible after the pick-up of the Rented Property. Upon request, CORT will hold damaged merchandise separately for a reasonable period of time for inspection.</p>	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*

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?	In long-distance scenarios, such as deliveries to Alaska, Hawaii, and the US territories, or locations over 100 miles from our closest distribution center, CORT may elect to ship a replacement versus attempt a repair by CORT personnel.	*
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?	Since CORT does not manufacture the proposed products included in this contract offering, all suppliers are required to have product liability insurance. CORT maintains certificates of insurance from those companies on file at its corporate office. All manufacturer warranties, guarantees, etc. convey to the end-user. Copies of these binders are available upon request.	*
48	What are your proposed exchange and return programs and policies?	<p>CORT stands behind the quality and condition of our furnishings, and we will promptly correct any issues that may arise. We provide on-site service and maintain all furnishings included in the rental agreement. There is no fee for any service, repair or replacement for furniture damages resulting from normal use.</p> <p>Through our commitment to you, we guarantee the following:</p> <p>Your furniture will arrive clean, undamaged and comparable to that on display in our showroom.</p> <p>Within one week after delivery, if you are unhappy with the condition of any piece of furniture, we will exchange it with an item of equal or higher value.</p> <p>If any of the above commitments are not met, you will not be charged for the unacceptable furniture until the problem is corrected.</p> <p>Finally, if the problem cannot be corrected, we will pick up your furniture and refund your original payment</p> <p>During the lease term, if an item needs to be exchanged, the Sourcewell member may contact the local CORT showroom for assistance, or call or email the dedicated Sourcewell support team at (888) 572-2678 or govsales@cort.com. An exchange fee may apply if the exchange is due to customer-caused damage or customer preference.</p> <p>Partial pickups may be requested throughout the lease via the same method as above. A transportation fee will apply. In addition, if a Sourcewell member requests pick up of product prior to completion of the rental term, the member agrees to pay a lease term adjustment to reflect the rental rate that applies to the rental term the furniture was actually on site.</p>	*
49	Describe any service contract options for the items included in your proposal.	Not applicable.	*

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

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30.
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?	Not applicable to furniture rental.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell 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 Sourcewell Members' purchase orders.	<p>The Sourcewell member may request a quote and/or finalize a lease agreement via a variety of methods. They may contact the dedicated Sourcewell support team via email at govsales@cort.com or phone at (888) 472-2678, place an order via our website at www.cort.com, or work with one of our local showrooms. Some Workplace requirements may require a site visit by one of our sales people for needs assessment and/or space planning before an order may be finalized. Once product requirements are finalized, a quote is submitted for review and approval. The Sourcewell member completes credit application, if required.</p> <p>Upon quote approval, a lease agreement is entered in our Oracle-supported internal Rent to Rent Network System, Version 2 (V2), matching the product and pricing provided in the CORT quote. Once entry is complete, product is automatically reserved and the system immediately notes which items are in back-ordered status. Mutually agreed upon substitutions are entered. Lease agreement is sent to the Sourcewell member for signature. The signed lease and payment document (Purchase Order or completed P-Card Authorization) are returned by the Sourcewell member. A delivery date is scheduled. For locations within 50 miles of one of our CORT Distribution Centers, delivery turn-around is typically 3-5 business days, but can sometimes be accommodated within 2 business days.</p> <p>Every Monday, our system auto-generates a report of all leases delivered in the previous 2 weeks to Sourcewell members. This acts as an internal checks and balances to ensure that all opportunities that were quoted under the Sourcewell contract are reported as such.</p> <p>CORT does not have a dealer network.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we accept payment via P-card. We do not charge additional costs to Sourcewell membes for using this payment method.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>CORT's pricing model is based upon line-item discounts. A "City Price Level Key" is provided for each pricer (Workplace, Residential, Housewares), which identifies each CORT District and their respective Price Level. The Price Level is used in conjunction with each pricer, which provides line item pricing for each SKU on contract, based upon the lease term commitment.</p> <p>Please see attached pricing, which includes standard/list pricing as well as the Sourcewell discounted rate.</p>
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.	The pricing is based on a 20% discount off of public pricing.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be considered on a case by case basis.

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.	If the Sourcewell member has a requirement for a furniture item not on contract, CORT will work with the member to source the item at a mutually agreed upon rental rate. Any items will be noted as "Open Market" on the proposal quote.	*
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	<p>Customer Protection Plan</p> <p>The Customer Protection Plan (CPP) fee is 12% of the total month base rent. The Sourcewell member may decline the fee if they provide CORT with a Certificate of Insurance, listing CORT as additionally insured or loss payee. Government entities may alternatively provide a letter of self-insurance. If Lessee agrees to pay the CPP fee, CORT will bear all risk of damage or loss to the rental furniture (including damage or loss caused by natural disasters such as fires, floods, earthquakes and tornadoes) Except for damage or loss caused by theft, disappearance, gross negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation), for which Lessee will remain responsible.</p> <p>Taxes</p> <p>The unit prices included in the price schedule do not include state or local sales taxes. Sales and Use Taxes are based on the prevailing tax rates of the jurisdiction in which the rental furniture is delivered. CORT will add the applicable taxes (if any) to each invoice unless CORT receives verification of tax exemption.</p> <p>Security Deposit</p> <p>A security deposit may be applicable depending on the results of the credit application. This deposit is fully refundable at the end of the lease.</p> <p>Delivery, Installation &amp; Final Pick-up Charges</p> <p>See response to question 59.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	CORT charges a one time transportation charge that covers the delivery, installation, break down and final pick-up of the rental furniture. Any customer requested furniture additions or partial pick-ups may result in additional charges. Please see attached "59- Delivery and Installation Rate Program" for details.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Deliveries to Alaska, Hawaii, and the US territories will be considered on a case-by-case basis. As this involves shipping product over water, the Delivery/Installation/ Final Pick-up charge for each delivery will be determined by the CORT distribution center that will service the transaction and as agreed to by the Sourcewell member, based on the delivery distance and associated logistics. CORT is not able to service Canada at this time.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	The pricing offered is better than from 0-

**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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	<p>CORT's dedicated Sourcewell support team will provide quotes for all Sourcewell member leases to ensure pricing and terms compliance. All leases are audited after delivery by our Government Admin team to ensure that all pricing is at or below current Sourcewell rates. If any pricing adjustments are required, the Government Admin team will do so prior to sending the first monthly invoice to confirm accuracy.</p> <p>CORT employs a series of checks and balances to promptly locate and correct any deviations from the contract pricing and terms. This includes daily monitoring for any orders that may be out of compliance.</p> <p>CORT's current self-audit process begins with a review of quotes to Sourcewell members or potential members entered the previous business day. In this way, CORT is able, on a daily basis, to determine early in the order process whether any adjustments may be needed.</p> <p>In the event that a quote has been entered for a potential Sourcewell member, the sales representative is contacted and provided with information regarding the Sourcewell contract and its potential benefits to the customer, should they wish to join.</p> <p>In addition, all delivered Sourcewell leases are monitored daily and entered into a monthly report. This report is utilized by CORT's dedicated Government Admin team, which handles the invoicing and reporting of all Sourcewell orders.</p> <p>Upon receipt of a new lease, the CORT Government Admin team prepares a lease file. The lease file will include:</p> <ul style="list-style-type: none"> <li>•Quote</li> <li>•Certificate of insurance – if applicable</li> <li>•Tax exempt form – if applicable</li> <li>•Payment document</li> <li>•A copy of the lease</li> <li>•Inventory list</li> </ul> <p>After the lease file is compiled, a review is conducted. The review will confirm that the pricing on leased items (and all fees that were quoted to the customer) are accurate.</p> <p>Post delivery, the lease inventory is reviewed again - to confirm that all planned inventory was delivered. If product substitutions were made, the pricing will be checked and the customer is notified.</p> <p>Orders are added to a monthly delivery log – in preparation for accurate quarterly reporting. They are also added to a monthly invoice log as invoices are prepared. All Sourcewell leases are invoiced monthly, in arrears.</p> <p>When calculating amounts for quarterly reporting, the monthly invoice log is balanced against the monthly delivery log – to confirm that the billed revenue for all orders is factored in when quarterly fees are calculated and paid.</p> <p>The quarterly reporting is completed after each quarter ends. The reporting is calculated for each month in the report period. Leases and amounts billed are reviewed for accuracy as they are added to the report. After the report is balanced, the Sourcewell fee is calculated. A copy of the report is then submitted to Sourcewell - and a check is requested for the fee and is subsequently mailed.</p>

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If awarded another Sourcewell contract, CORT will continue to pay a 2% administrative fee that will be calculated as a percentage of our sales under the contract each quarter.
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**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.	<p>CORT's sales goals are based upon delivered revenue. We define delivered revenue as the new monthly rental revenue delivered. This is tracked monthly and will be used to measure sales success. Our goal for 2020 is to increase our Sourcewell contract annual delivered revenue by 25%.</p> <p>We will continue to target not-for-profit organizations, both current and potential Sourcewell members, as we have found great success with this customer type. The majority of our current Sourcewell contract furniture rental revenue has been on the Workplace side. Another goal for 2020 is to increase business on the Residential side. We will focus on non-profit healthcare, senior housing and supportive housing entities, as these types of clients have both Workplace and Residential furniture rental needs.</p>
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p>The furniture CORT purchases must meet stringent quality and performance requirements in order to withstand the wear and tear rental use may put on furniture during its life in our inventory.</p> <p>Our minimum construction standards are as follows:</p> <ul style="list-style-type: none"> <li>•All workplace seating meets or exceeds CAL 117 with a flammability-rating meeting or exceeding ANSI/BIFMA standards.</li> <li>•Healthcare seating meets CAL TB 117-2013; PVC-FREE and 01350 VOC emission test.</li> <li>•Workplace fabric meets a minimum standard of 50,000 rubs to avoid pilling – leather seating is top grain all over.</li> <li>•Residential Furniture Minimum Construction Standards: <ul style="list-style-type: none"> <li>o Hardwood Frames</li> <li>o Minimum 1.8 foam density foam cushions or webbing</li> <li>o 100% polyester fabric or top grain leather/splits</li> <li>o TB117-2013 Compliant without using flame retardant chemicals</li> </ul> </li> </ul>
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p>Asking how employees work and what kind of work they do helps CORT understand a customer's activity zones. Creating zones and understanding how CORT's furniture can fit into the zone lead to functional spaces. CORT's core rental line up includes product that works in these areas: hoteling or hot desking, social and private spaces, benching, desktop and movable screens for a bit of privacy and sound absorption, power options. CORT has a team of space planners to work with the client.</p> <p>Furniture rental services also allow a Sourcewell member to test an open concept or collaborative space, and how it impacts their employees, before dedicating large sums to a furniture purchase.</p>
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>CORT provides complimentary space planning services for Workplace floor plans. CORT representatives go to the Sourcewell member site to measure the space and discuss requirements. Our team provides layouts that meet the member's needs while remaining code compliant. These design services enhance change management by reviewing all impacts of possible changes to the workplace to determine its true value. It allows the member to solicit ideas and feedback from their team, as well as provide transparency to their team during the process.</p> <p>During the needs assessment we can determine what types of work zones are required. A company looking for a more collaborative culture would want to consider open concept benching style workstations along with "living room areas" with comfortable soft seating areas for impromptu meetings or relaxing break areas.</p> <p>Rental furniture is flexible by its nature. If a company is looking to change or enhance their current setup we have multiple options to complement the style of the office. We can offer the traditional case goods, Herman Miller Cubicle systems as well as open concept STAKS Benching. We also offer sit to stand desks as well as portable power banks for greater flexibility.</p>

69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	Our complimentary design services allow customers to review different furniture options, as well as variables in the layout of the furniture in the space plan, to make the best choices for their work environment. Utilizing rental allows the Sourcewell member to try something like an open plan or collaborative space concept before they buy permanent furniture. It can serve as a test to fine tune requirements and make sure this type of work environment change will work for their employees. The return on the investment its that there is the potential to save significant money so that once the member is ready to purchase, they are only buying what will truly work for their team and their space.
70	Describe how your products are integrated or factor into a LEED certified facility.	CORT's core rental products carry certifications such as Greenguard, SCS Indoor Advantage, level, Cradle to Cradle. Those certifications may factor into LEED certifications.
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>Just as with the private sector, much of our approach to serving members in the Government, education and non-profit sector begins with educating customer on furniture rental as a service and "Why rent"?</p> <p>Furniture rental is often perceived as an alternative only when there are not sufficient funds to purchase furniture. Furniture rental is actually a service. When customers have a permanent need for furniture, purchase makes sense. However, customers can utilize rental in place of purchasing when the need is less than 2 years. During times of transition, furniture rental allows for both an increase in productivity by ensuring that all employees have functional work spaces as well as an increase in operational flexibility by easily adding and subtracting items to accommodate the changing function and flow of work teams. Clients can minimize risk by not over-purchasing for needs that cannot be foreseen or under-projecting, causing extended lead times. Another benefit is that clients do not bear the cost and responsibility of furniture storage and disposal. This is of particular benefit to Government entities that may have burdensome internal procedures and documentation requirements for furniture disposal.</p> <p>Often times when we start educating the client on how furniture rental may be used as a service, and the types of trigger events that make rental a viable option - construction, disaster recovery, training, swing space, etc - a light bulb turns on and they often share stories of times that they purchased furniture in the past that would have been better served by furniture rental. Getting to a place where the current or potential Sourcewell member understands when it makes sense to buy versus when it makes sense to rent then allows us to start educating the customer on the features and benefits of Sourcewell overall.</p> <p>This is something CORT takes seriously. As stated previously, 24% of our current Sourcewell contract revenue comes from customers who joined Sourcewell due to our marketing and sales efforts. This is something CORT is proud of and a way that we bring value to Sourcewell. We will continue and build upon these efforts if awarded another Sourcewell contract with a 2020 goal of a 25% increase in delivered revenue.</p>

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

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Customer Information and Financial Strength.zip - Wednesday December 18, 2019 11:19:14
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Wednesday December 18, 2019 11:19:36
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Pricing](#) - Pricing and Delivery.zip - Wednesday December 18, 2019 11:21:11
  - [Additional Document](#) - Additional Documents.zip - Wednesday December 18, 2019 11:26:20

## 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. - Traci Grivno, Sr. Manager, Client Services, CORT Business Services Corporation

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