

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/07/26

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

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

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with CORT Business Services Corporation for home and office furniture rental services for the Office of Homeless Services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Amanda Brown</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>3/18/2026   1:40 PM CDT</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement with CORT Business Services Corporation for home and office furniture rental services for the Office of Homeless Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental agency, and CORT Business Services Corporation, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Office of Homeless Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental agency, and CORT Business Services Corporation a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjw  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Kelli Woodward  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council



# Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

## Departmental Information

**What is your name?** Joseph Marsh

**What is your department?** Office of Homeless Services

**What is your email address?** joseph.marsh@nashville.gov

**What is your phone number?** (615) 880-2867

**In addition to your department, will other Metro departments be utilizing this cooperative?**

**How much do you estimate spending on this cooperative contract?** 200000

## Cooperative Information

**What is the cooperative entity?**

**What is the lead agency?** Sourcewell

**Who is the supplier?** Cort Furniture

**Is the supplier registered in iSupplier?**

**If yes, what is the supplier's ISN?** 20331

**What is the contract number?** 091423-COR

**When did the contract start?** Wednesday, November 29, 2023

**When does the contract end?**

Saturday, December 4, 2027

**What was the solicitation method for this contract?**

RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**

Furniture for clients who have recently transitioned into housing, as well as replacement furniture for Strobel House when needed.

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**

CORT has partnered with Metro Nashville nonprofits to provide furniture support. As we continue this work, ensuring the cooperative has direct access will help streamline the process and allow us to move more quickly.

**Upload the original contract from the lead agency.**



Cort\_Final\_Contract\_1.pdf



Cort\_Final\_Contract\_2.pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?**

No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.**

Yes.

**I accept the terms of this contract without exception.**

Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**



Cort\_Final\_RFP.pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for home and office furniture rental services from CORT via Sourcewell contract #091423-COR is recommended for approval.

The anticipated project value is **\$200,000.00**. The estimated savings to Metro via this cooperative are **\$55,071.00**

The cooperative was requested by **Office of Homeless Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 44 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**20% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$55,071.00.**

### Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler

3/10/2026



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	C2026081
<b>Date Received</b>	March 4, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland/ER*

*ER*

3/11/2026 | 4:45 PM CDT

**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

**Date Signed**





## **Solicitation Number: RFP #091423**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CORT Business Services Corporation, 14850 Conference Center Drive, Suite 110, Chantilly, VA 20151 (Supplier).

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

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

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

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

## 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

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

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

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

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

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

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

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## 7. CUSTOMER SERVICE

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

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

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

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

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

## **12. GOVERNMENT DATA PRACTICES**

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

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

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

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

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

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

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

**22. CANCELLATION**

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

Sourcwell

CORT Business Services Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/29/2023 | 1:52 PM CST

DocuSigned by:  
*Traci Grivno*  
FCA38B896B4B4D3...  
By: \_\_\_\_\_  
Traci Grivno  
Title: Sr. Manager, Client Services  
Date: 11/29/2023 | 2:28 PM EST

Approved:

DocuSigned by:  
*Chad Coauette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/29/2023 | 2:04 PM CST

# RFP 091423 - 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: 14850 Conference Center Drive  
Suite 110  
Chantilly, VA 20151

Contact: Traci Grivno

Email: traci.grivno@cort.com

Phone: 571-748-6394

HST#: 14-1543982

## Submission Details

Created On: Thursday July 27, 2023 12:23:30

Submitted On: Thursday September 14, 2023 09:32:56

Submitted By: Traci Grivno

Email: traci.grivno@cort.com

Transaction #: c26d7f5c-5447-4faa-beee-609be9cbd5f6

Submitter's IP Address: 73.5.74.30

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**Specifications**

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CORT Business Services Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. The products offered under this Proposal are not provided by subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CORT, CORT Furniture Rental
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3UPV6
5	Proposer Physical Address:	14850 Conference Center Drive, Suite 110 Chantilly, VA 20151
6	Proposer website address (or addresses):	www.cort.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Traci Grivno Sr. Manager, Client Services 14850 Conference Center Drive, Suite 110 Chantilly, VA 20151 Email: traci.grivno@cort.com Phone: 571.748.6394
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Traci Grivno Sr. Manager, Client Services 14850 Conference Center Drive, Suite 110 Chantilly, VA 20151 Email: traci.grivno@cort.com Phone: 571.748.6394
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A; please reach out to Primary Contact with any questions regarding the proposal.

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>History and Industry Longevity</p> <p>Over 50 years ago, CORT began with a single goal in mind: to deliver unparalleled customer service to people and businesses. We began with residential furniture rental in five regions across the United States and have grown to become the nation's leading provider of transition services, including furniture rental for home and office, event furnishings, destination services, apartment locating, touring and other services. In addition to our 100+ offices, showrooms and clearance centers across the United States, we provide furniture rental in more than 80 countries around the globe.</p> <p>Our team takes pride in providing world-class service in a very personal, customized way. We believe that the details matter, because it's the little things that separate good from great. We believe that our customers, colleagues and partners deserve great. And we believe that great things come from an authentic commitment to delivering our very best, every time, everywhere.</p> <p>CORT's original parent company, Mohasco Corp. based in Amsterdam, NY, operated</p>

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.

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.

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.

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).

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.

#### Our Vision

Everything is possible through service.™

"Everything is possible" denotes the expansive promise to reach higher than the ordinary and consider the extraordinary everyday. Everyone, each individual, holds potential to make things happen; everyone is empowered.

Our concept of "services" transcends CORT and the customer relationship to include – colleague-to-colleague, department-to-department, management to employee and your personal and professional aspirations.

#### Our Mission

Our mission at CORT is to be an indispensable resource to people and companies who are looking to make a house a home, an office a great place to work, and an event a memorable celebration.

We accomplish this by listening, learning, and providing exceptional value to our customers.

We empower our team to deliver an extraordinary customer experience, every time.

#### Our Core Values

We embrace unique perspectives, fresh thinking and ingenuity that helps develop valuable solutions for our customers.

We respect our customers' needs and ambitions, understanding that their satisfaction is the greatest measure of our success.

We can be counted on to deliver with a profound sense of commitment to our customers and colleagues.

11	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, over the past 3 years, 14% of our reported revenue was from new members. These are clients who joined Sourcewell due to our sales people sharing the features and benefits of the program. We have had solid year over year growth in our revenue since our initial Sourcewell contract award in 2015. As the COVID-19 pandemic impacted business overall, we did experience a slight decline in Sourcewell revenue in 2021. Q2 2023 was one of our strongest quarters in reported Sourcewell revenue and 2023 overall is trending to be our best year yet. We are forecasting a 20% increase over 2022. 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>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>CORT is a Berkshire Hathaway company. We have the financial backing to easily purchase furniture for large scale projects, with over \$300 million in furniture stocked nationwide, and the national infrastructure to ensure complete operational coverage. See attached for question 12:                  Financial Strength 12-Berkshire Hathaway SEC 10K Filing Annual 2012                  Financial Strength 12-Berkshire Hathaway SEC 10Q Filing Quarterly Q2 2023                  Financial Strength 12-CORT Credit References</p>	*
13	What is your US market share for the solutions that you are proposing?	CORT's market share is 75% in the furniture rental industry.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A; CORT currently holds operations in the United States and United Kingdom only.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A; No, CORT has never filed for bankruptcy.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>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, greatly reducing the lead times required. 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>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CORT holds the standard business licenses required by the States in which we operate. Our business (furniture rental, delivery and installation) does not require industry specific licenses or certifications.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A; CORT has not been subject to any Suspension or Debarment throughout our 50 year history.	*

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please see attachment "Industry Recognition 19-Industry Awards and Corporate Social Responsibility" for a complete listing of awards received from 2019-2023, as well as CORT's community involvement.
20	What percentage of your sales are to the governmental sector in the past three years	4%
21	What percentage of your sales are to the education sector in the past three years	4%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CORT currently holds a Sourcwell contract (121919-COR), and also held a NJPA/Sourcwell contract previous to that (031715-COR). CORT does not currently hold any other state, provincial, or cooperative purchasing contracts, as we have found this to be a successful contract for CORT. Our strategy is to continue our efforts with the Sourcwell contract versus pursuing other state cooperative purchasing contracts that may dilute our messaging externally and internally across the state/local government and education verticals.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract GS-03F-093DA Category 532289 - Furniture Rental and Leasing Rental and Leasing of Furniture Annual volume: 2020 - \$2,316,037.71 2021 - \$1,567,262.00 2022 - \$521,834.88 Total 2020-2022 - \$4,405,134.59

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
State of Maryland Soucwell Member #5304	Donald (DJ) Lissau Senior Manager, Administration	(410) 490-1909
Atlantic Council Soucwell Member #165318	Alyssa Lufman, Asst. Director, Office Administration or Adam Stubits	(303) 912-3184 or (202) 359-5779
Conrad N. Hilton Foundation Soucwell Member #182516	Luis Franco Director, Workplace Services	(818) 851-3739
Duke University Soucwell Member #151081	Elizabeth Fiorentino Wellness Advocate	(919) 668-5141
Polk County School District Soucwell Member #9835	Mr. Jody Baker Project Coordinator, Construction Services	(863) 559-9876

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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, IL, IN, KY, MA, MD, MI, MN, MO, NC, NE, NJ, NM, NV, NY, OH, OK, OR, PA, TN, TX, VA, and WA.	Size of transaction varies based upon individual member requirements.	2020 - \$1,747,192 2021 - \$1,372,981 2022 - \$1,514,615 Total - \$4,634,788
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.	2020 - \$914,300 2021 - \$615,455 2022 - \$0 Total - \$1,529,755
Department of Veterans Affairs (VA)	Government	District of Columbia - DC	The VA has required rental furniture for their offices and hospitals in CO, GA, KS, MA, MD, NC and OR.	Furniture required is a mix of desks (traditional and sit-to-stand), free-standing panels, room dividers, break room/dining room and seating (office and health care).	2020 - \$167,092 2021 - \$123,160 2022 - \$132,327 Total - \$422,579
Department of Health & Human Services (HHS)	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 reception seating, desks, credenzas, training tables, conference tables, systems workstations and seating.	2020 - \$169,819 2021 - \$183,357 2022 - \$25,011 Total - \$378,187
Department of Homeland Security (DHS)	Government	District of Columbia - DC	CORT has provided furniture rental services over the period to DHS (including ICE, OIG, CBP, USCIS) in FL, VA and WA.	Furniture required was a mix of desks, credenzas, hutches, bookcases, conference tables, systems workstations and seating.	2020 - \$187,608 2021 - \$142,305 2022 - \$33,468 Total - \$363,381

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

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

Line Item	Question	Response *
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26	Sales force.	<p>CORT has a total of 2,254 employees, 469 (21%) 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.</p> <p>CORT also has a dedicated sales support team for the Sourcewell contract. These additional 18 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>	*
27	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 furniture as needed. Please see reply to question #30 for additional detail.</p>	*
28	Service force.	<p>CORT has 1,292 operations/service employees, 57% of our overall total of 2,254. 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. The quantity of distribution centers we maintain across the country allows CORT to service the needs of Sourcewell members across the US.</p> <p>Please see Deliver Service 31-CORT Distribution Centers for a complete list of our distribution centers.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Sourcewell member may request a quote and/or finalize a lease agreement via a variety of methods. They may contact the Sourcewell Supplier Contact directly, reach 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 and/or sales representatives. Some Workplace requirements may require a virtual or on-site visit by one of our sales people for needs analysis 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 a 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 check and balance 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> <p>For additional information, and for how the ordering process integrates with our overall delivery and customer service program, please see the attachment "Deliver Service 30-CORT Delivery and Service Process".</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The attachment "Deliver Service 30-CORT Delivery and Service Process" details the roles of each team (sales, operations, admin) that contribute to a positive customer experience.</p> <p>Customer Service</p> <p>Since 1972, CORT has been at the forefront of the furniture revolution. Over the past 50 years, we've empowered millions of people with the flexibility and freedom of furniture rental. CORT's mantra is that the details matter, because it is the little things that separate good from great. We believe that our customers, colleagues, and partners deserve great. We believe that great things come from an authentic commitment to delivering our very best, every time, everywhere. CORT utilizes Furniture-as-a-Service (FaaS). Furniture-as-a-Service allows CORT to assist the Sourcewell member to adapt to their project's changing needs.</p> <p>Response Time Capabilities</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 before or 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. Our ability to deliver within 3 to 5 business days assists with lead time gaps and provides a faster and more efficient response than other models can typically meet.

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 make every effort to accommodate the request as we are able, but additional charges may apply.

While every effort will be made to accommodate preferred delivery or pick-up preferences, CORT cannot guarantee exact times due to traffic, weather, and delivery conditions. Time frames will be supplied to the onsite contact the business day before the service in a three-hour window.

The furniture supplied to all CORT customers will arrive clean, undamaged and comparable to that on display in our showroom. 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. CORT will continue to support the Sourcewell member and their lease with CORT from cradle to grave providing distinguished and outstanding support. This can take place in the form of the new delivery, an add-on service, a partial pick-up service, an exchange, a repair, and a move if needed.

#### CORT Connect Onsite App

CORT utilizes the CORT Connect Onsite app to document conditions of delivery site pre- and post-delivery. This app allows our drivers to take photos and complete a delivery checklist, noting any punch list issues, whether online or offline. This generates a detailed report that may be sent to the customer for their records. The Onsite report details the following: the scheduled three-hour arrival window, the actual arrival and departure time, site inspections for pre-existing damage, signs of infestation, photos of the finished job, any punch list issues that may need to be addressed, records of any missing or damaged furniture (in the case of a pickup) before it is loaded on the truck, and driver and customer signature. Please see response to Line 41 for additional information.

#### Variation in Quantity

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:

"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."

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 customer is responsible for payments once products are delivered. Should CORT be unable to accommodate an order, it will notify the requesting customer within three days of receipt of order so that the Sourcewell member may acquire supplies from another source.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>CORT has the ability and willingness to provide our products and services to all Sourcewell participating entities in CONUS. We have a proven track record of providing furniture rental services to Sourcewell members in a majority of States under our previous and current Sourcewell contracts, which we will continue should we be awarded a subsequent contract. We have 55 distribution centers across the country, so most metropolitan areas are within our local service area. For deliveries outside CORT's local service area, we will work with the Sourcewell member on the requirement and provide a delivery fee that based upon the product required, the associated site logistics and resources required to complete the delivery.</p> <p>Part of the reason CORT holds a 75% market share in the furniture rental industry is our ability to service locations nationwide, with an unparalleled quantity of in-stock furniture and truck capacity. Our inventory is narrow in what we carry, but deep, so that we may respond quickly to client needs.</p> <p>Clients utilize furniture rental when their furniture need is not permanent, when they require the flexibility to easily add and subtract furniture, or when unforeseen circumstances arise that require furniture, such as disaster recovery or unexpected lead time gaps due to supply chain issues.</p> <p>Sourcewell members relied on CORT during the COVID-19 pandemic. Many government offices, hospitals and schools either had to remain open to the public or re-open quickly post lockdown. They required furniture solutions that kept their employees, students and general public safe, and they needed those solutions delivered quickly. We provided items like freestanding panels, mobile room dividers, acrylic panel toppers and other barriers to improve social distancing within the work space. Some Sourcewell members, like the Dublin San Ramon Services District transitioned their employees to temporary work from home status, and utilized CORT to provide sit to stand desks and desks for their employees' home offices.</p> <p>The global supply chain still remains impacted post-pandemic. It is has become the norm for lead times for permanent furniture to get pushed back by months. When permanent furniture is not going to arrive in time, Sourcewell members utilize CORT for furntiure rental so that they may continue operations until the permanent furniture arrives. If lead times are pushed back, the Sourcewell member may easily extend their rental lease by notifying CORT. Once a lease term is fulfilled, it continues to roll on a month-to-month basis at the current monthly rental rate, until the customer is ready for the rental furniture to be picked up. That scheduled pickup may be pushed back as needed if there are additional delays on the arrival of some or all of the permanent furniture getting delayed again. CORT has not only the capacity, resources and ability to provide furniture rental services to Sourcewell members, we also have the flexibility to make this service easy to use and accommodate members' changing needs.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CORT is not able to service Canada at this time. If we should acquire capabilities to provide service in Canada post-award, we will work with Sourcewell contract admistrators to modify the contract to include Canada.	*
33	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.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	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.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities 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 *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>We have found our current Sourcwell 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 Sourcwell 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 Sourcwell, 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 Sourcwell 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. Internal team of sales management and marketing identified to review CORT's go to market strategy. They are currently working with our ad agency to update CORT's digital advertising that speaks to Flexible Furniture Solutions.</li> <li>2. Higher Education National Sales Team in place to facilitate Higher Education needs.</li> <li>3. Sourcwell Profile in CORT's National Accounts System to Communicate Terms, Conditions, Pricing and Registration Guidelines.</li> <li>4. Sourcwell 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 Sourcwell 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 Sourcwell Customer</li> <li>f. Member Look-up</li> </ol> </li> <li>5. Marketing collateral created to communicate to Sourcwell 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 Sourcwell clients may need CORT's services and best sales practices.</li> <li>7. Create a landing page for all Sourcwell 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. Coordinate with Sourcwell's social media team to add Sourcwell content to social media messaging.</li> </ol> <p>Please see attachment "Marketing Plan 36-Sourcwell Marketing Samples" for representative samples of CORT's Sourcwell marketing materials.</p>
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<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 Sourcwell vendor, we have a dedicated Sourcwell chatter group to share contract updates, sales tactics and success stories with our sales people. We also created a Sourcwell Association Member section in Salesforce. Sourcwell 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 Sourcwell contract, to all SalesForce leads and contacts that work for government, non-profits or have been tagged as Sourcwell members. Our current Higher Ed HTML campaigns include Sourcwell contract verbiage and target approximately 10,000 contacts.</p>
38	<p>In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?</p>	<p>Sourcwell embraces the marketing of their vendors to a degree we have not experienced with previously held state-level contracts. CORT appreciates the continued efforts Sourcwell makes to market the contracts to their membership via newsletters and other marketing materials. That being said, we understand that it is CORT's responsibility to promote and market the Sourcwell contract.</p>

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The variables with furniture rental pricing – length of lease and delivery area – make e-procurement systems difficult. Our customers are able to order Residential rental furniture, both packages and a la carte, online via www.cort.com. However, to ensure contract compliance for Sourcwell rental agreements, 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 *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	N/A; training is not applicable to furniture rental.	*
41	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 need. We are also currently reviewing phone and laptop charging stations to add to our line-up; we would add these to our Sourcwell contract once selections are finalized and added to CORT's inventory.</p> <p>CORT continues to utilize technology to provide superior service to our clients. We do so by utilizing two apps for all of our driver teams.</p> <p>Descartes MobileLink</p> <p>Each CORT truck is assigned a route with assigned deliveries and pickups for the day. The Descartes MobileLink app is utilized while drivers are on truck and in route from one stop to the next. This gives real time data to our Dispatch teams so that if a client wants an update on the status of arrival, we can provide good estimates. It also allows us to pivot in the case of unforeseen delays due to weather, road conditions, etc. Our Dispatch team can proactively reach out to clients to advise of delays and/or reroute another truck to a stop.</p> <p>CORT Connect Onsite</p> <p>This app is used while the drivers are at a customer site, and works both online and offline. They complete the following checklist, which is then available as a report we can email to the client as needed:</p> <ol style="list-style-type: none"> <li>1. Key Release - Are we able to gain entry to the space?</li> <li>2. Truck Inspection - Is truck safely parked with appropriate wheel locks and safety cones? Photo documentation required.</li> <li>3. Property Inspection - Is there any pre-existing damage to exterior, hallways, elevators, public areas of the building, etc? If yes, photos must be taken before any work may commence.</li> <li>4. Unit Inspection - Is there any pre-existing interior damage to actual delivery site (office, apartment, etc? If yes, photos must be taken before any work may commence. The space is also checked for any sign of bug infestation. If yes, drivers must take photos and call their Dispatch team immediately.</li> <li>5. Delivery Setup - Once delivery is complete, pictures are taken of each room. If it is a pickup, pictures are taken of empty rooms and any missing or damaged furniture is noted.</li> <li>6. Signature - Both driver and client sign electronically.</li> <li>7. Key Return - Driver returns key to property management, if applicable.</li> </ol>	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>CORT's model is to purchase new furniture directly from manufacturers. Our business model works to reduce waste by repairing and reusing sturdy furniture. We invest in durable products manufactured to our high-quality standards and expertly maintain the pieces throughout their rental life at CORT. Our products are rented anywhere from two to six times longer than the traditional procurement models, for a total of three to four years on average. This intentional longevity reduces waste. At the end of its rental life, almost all of our furniture (97%) is discounted and sold to the public.</p> <p>CORT is on a mission to positively impact the communities we serve, while reducing our impact on the environment. CORT's business model of use, fix, reuse, repeat, buy keeps more greenhouse gases out of the atmosphere. Renting extends the life of every piece, keeping more furniture out of landfills and reducing the amount of greenhouse gases produced by 66% less than direct sales models.</p> <p>Please see attachment Value-Added Attributes 42-CORT Sustainability for additional statistics and references.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>CORT does not manufacture the furniture we offer on rental. As a result, our company has not received any eco ratings or certifications. However, many of the furniture lines we purchase for our rental line-up does. Please see attachment "Value-Added Attributes 43-Environmental Certifications for Applicable Furniture Series" for a complete listing of products and their applicable environmental ratings.</p>	*
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	<p>As part of CORT's quality management system, our IT Department has earned ISO 27001 Certification. The scope of the ISO 27001:2013 certification is limited to the ISMS supporting CORT's information technology department and external and internal-facing applications managed by CORT information technology department, including CORT's IT personnel and IT systems, along with the policies, procedures, standards, tools, utilities, and data used in the business execution and the design, development, testing, and support of external and internal-facing applications. Please see Value-Added Attributes 44-ISO Certification for the actual certificate.</p>	
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CORT is a large business concern.</p>	*

46	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p><b>Speed and Flexibility</b></p> <p>CORT carries a narrow but deep line of CORT-owned furniture in our distribution centers. We are a solution for when a Sourcewell entity has a temporary need for furniture rather than permanent. As such, unlike a manufacturer or dealer, we don't offer our furniture lines in multiple fabric and finish options. Our catalog options are neutral and meant to blend with existing furniture in a space. Accent chairs and pieces, and other items like rugs and artwork, provide the opportunity to personalize the furniture selection. Our inventory is designed this way to eliminate long lead times. As a result, CORT can deliver in as little as a few days post receipt of purchase order and signed lease.</p> <p>Sourcewell members require a fast turn-around time from quote to order to delivery due to the reasons that drive furniture rental. These needs aren't permanent and are usually a response to an unplanned event - such as disaster recovery, unexpected increases in staffing or students, or lead time delays for permanent furniture. Speed and flexibility are critical.</p> <ul style="list-style-type: none"> <li>•COVID-19 Pandemic - furniture for social distancing requirements and employees temporarily transitioned to work-from-home status</li> <li>•Mobile Classrooms - rental training tables and seating utilized to furnish modular classroom buildings</li> <li>•Student Housing - surges in on and off campus housing demands</li> <li>•Disaster Recovery - furnish temporary offices while permanent offices are restored/rebuilt, mobile offices for state emergency management personnel, temporary housing for impacted residents</li> <li>•Supply Chain Challenges - lead times are longer and subject to multiple delays; rental furniture provides employees with temporary desks, seating, etc until permanent furniture arrives</li> </ul> <p><b>Space Planning</b></p> <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><b>Furniture Barcoding</b></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. 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> <p><b>4SITE</b></p> <p>4SITE by CORT is a subsidiary of CORT and 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, 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 Sourcewell members.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
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47	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 misuse 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 an existing furniture rental lease 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>	*
48	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>	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	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.	*
51	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?	As 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/Sourcewell Member. Copies of these binders are available upon request.	*

52	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 CORT's Personal Service Guarantee, 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. A transportation fee for the exchange 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>	*
53	Describe any service contract options for the items included in your proposal.	<p>N/A; as referenced above in our reply to question 52, on-site service and maintenance of the rental furniture is a part of the rental lease agreement. Rental is meant to be flexible so that customers may add and subtract furniture as needed.</p>	*

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

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Payment terms are Net 30. Accepted payments methods are ACH, check, credit card or P-card.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	N/A; Leasing or financing options are not applicable to furniture rental and is not part of our contract offering.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>CORT does not utilize order forms. As both the lease term and delivery location have an impact on the rental rates, we find it works better all around for Sourcewell member to advise what is needed and provide a Sourcewell quote for their review and approval. Please see attached "Payment Terms 56-Sample Sourcewell Quote". This template also allows us to easily disclose any Open Market items included in the quote. Once the Sourcewell member has finalized their furniture requirement and approved the final version of the quote, it is converted to a lease agreement.</p> <p>Please see attached "Payment Terms 56-Sample Lease Agreement" for terms and conditions applicable to furniture rental. This lease document would apply to each furniture rental lease executed with a Sourcewell member. Should the Sourcewell member have exceptions or alternate requirements due to the Member's local policies, CORT will work with the Member to create a lease addendum to address those concerns to both Parties' mutual agreement.</p>	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CORT accepts payment via P-card. We do not charge additional costs to Sourcewell members 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 *
58	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 price schedules, which includes list/public pricing as well as the Sourcewell discounted rates. Residential and Workplace catalogs are also included for reference.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	All pricing is based on a 20% discount off of list/public pricing.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional quantity or volume discounts will be considered on a case by case basis.
61	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.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Customer Protection Plan 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 proof 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 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 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 See response to question 63 for additional detail.</p>
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, 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 pickups may result in additional charges. Please see attached "Pricing and Delivery 63-Delivery and Installation Rate Program" for details.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>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.</p> <p>CORT is not able to service Canada at this time.</p>

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	The pricing offered is better than what we typically offer any individual municipality, university or school district. CORT does not currently hold any other state or cooperative purchasing contracts. The pricing we offer Sourcewell is based upon a 20% discount off of our list line item pricing; for comparison, the standard discount we offer our National Accounts clients varies from 0-20%.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
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<p>67</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>CORT's dedicated Sourcewell support team will provide quotes for all Sourcewell member leases to ensure pricing and terms compliance. All lease transactions 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 existing Sourcewell members entered the prior business day. As such, CORT is able to determine early in the order process whether any pricing adjustments may be needed.</p> <p>This self-audit process also allows CORT to review opportunities with customers that are not existing Sourcewell members but may be eligible to join. In such cases, the sales representative is contacted and provided with information regarding the Sourcewell contract and its potential benefits to the customer, should the client wish to join. If customer elects to sign up for Sourcewell, a revised quote is provided upon receipt of their member number.</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>•Sourcewell 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 post-delivery</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. Any required price reductions are applied 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>All Sourcewell contract leases are tagged in our system as Sourcewell, which allows to pull revenue reports unique to this contract. When calculating amounts for quarterly reporting, a report is run and amounts are reconciled against what was invoiced for the quarter. This allows us 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 an ACH payment request is submitted internally for payment.</p>
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68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Every Monday, CORT's sales management team receives an auto-generated report that provides a list of the Sourcewell opportunities quoted in the previous 2 weeks. The information is used, in conjunction with Salesforce data, to discuss sales strategies, review opportunities and determine required logistics to properly execute a closed deal.</p> <p>CORT tracks the following data on a quarterly and annual basis to measure contract performance: Sourcewell Member, Member Type (vertical), CORT District (geographic location), Lease Number, Monthly Base Rent, Lease Term (in months), Term Revenue (based upon signed lease term), and Member Status (existing Sourcewell member or client who joined Sourcewell due to our marketing efforts). This data allows us to measure where we have had success as well as where we need to focus our sales and marketing efforts. Based upon year-to-date performance, we forecast for 2023 a YOY 20% increase in Sourcewell contract reported sales.</p>	*
69	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.	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>CORT provides furniture rental services, and offers all of the furniture and housewares items currently available in our catalog for rental to Sourcewell Members.</p> <p>Workplace Product - Desks, Credenzas, Bookcases, Hutches, Filing, Tables (Sit-to-Stand, Conference, Computer, Folding, Training) Seating (Executive, Task, Guest, Stacking, Breakroom, Healthcare), Reception Furniture, Shelving, Lockers, Library Carts, Accessories (Power, Mobile, Trash), Panel Systems and other Open Plan Station solutions</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>	*
71	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 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Desks, Computer Accessories, STAKS Open Plan, CORT Panel Systems	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Office Chairs, Healthcare Seating, Reception; Please see Residential Price Schedule - Sofas, Chairs, Sleepers, Accent Chairs, Recliners	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Conference Tables, Computer/Training Tables; Please see Residential Price Schedule - Dining Tables, Chairs, Barstools	*
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Panels/Screens	*
76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - STAKS Open Plan, CORT Panel Systems	*
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Residential Price Schedule - Dining Tables, Chairs, Barstools; Furniture that may also be used outdoors is marked as such.	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Reception; Please see Residential Price Schedule - Sofa, Chairs, Sleepers, Accent Chairs, Recliners, Occasional	*
79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Desks, Files, Conference Tables, Computer/Training Tables, Lockers	*
80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Residential and Housewares Price Schedules - all categories	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	CORT is a furniture rental company and provides furniture rental in all categories via our current Sourcewell contract. Complimentary space planning services is something we provide to all Sourcewell members. This ensures we have the correct skus and quantities for workstations, and ensures furniture fit and ADA and fire code compliance. Delivery, installation and final pickup of the furniture rental is part of the overall furniture rental service/program offering. It does not include delivery, install or movement of product that is not owned by CORT.	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Workplace Price Schedule - Office Accessories, Mobile Accessories, Computer Accessories	*

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Pricing - Pricing.zip - Thursday September 14, 2023 08:09:22
  - Financial Strength and Stability - Financial Strength and Stability.zip - Thursday September 14, 2023 08:10:32
  - Marketing Plan/Samples - Marketing Plan and Samples.zip - Thursday September 14, 2023 08:11:34
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday September 14, 2023 08:12:54
  - Requested Exceptions - Requested Exceptions.zip - Thursday September 14, 2023 08:34:25
  - Upload Additional Document - Additional Documents.zip - Thursday September 14, 2023 08:14:31

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Furniture_Solutions_RFP_091423</b> Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Furniture_Solutions_RFP_091423</b> Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Furniture_Solutions_RFP_091423</b> Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Furniture_Solutions_RFP_091423</b> Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2

## Certificate Of Completion

Envelope Id: 74133BD4-3A0A-4474-BC89-C4B4E78AB13F

Status: Sent

Subject: Council Legislation - Cort Furniture

Source Envelope:

Document Pages: 48

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

3/17/2026 11:48:11 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

## Signature

## Timestamp

Amanda Brown

amanda.brown@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Amanda Brown*

Sent: 3/17/2026 12:04:13 PM

Viewed: 3/18/2026 9:01:41 AM

Signed: 3/18/2026 9:01:58 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 3/18/2026 9:01:41 AM

ID: b64a73f2-9e89-4730-8f1d-fdaa5778bbc0

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication  
(None)

*Dennis Rowland*

Sent: 3/18/2026 9:02:06 AM

Viewed: 3/18/2026 9:34:26 AM

Signed: 3/18/2026 9:34:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.253.214.136

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Sent: 3/18/2026 9:34:50 AM

Viewed: 3/18/2026 1:39:34 PM

Signed: 3/18/2026 1:40:08 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

Accepted: 3/18/2026 1:39:34 PM

ID: 836cf4e6-5de6-4936-9d2c-4123a20b5adf

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Kelli Woodward*

Sent: 3/18/2026 1:40:15 PM

Viewed: 3/18/2026 2:25:47 PM

Signed: 3/18/2026 2:26:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

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ID: b5f01324-9d99-46d5-a2dd-29b4ff82a145

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/18/2026 2:26:42 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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ID: bac17c0d-dd52-49ae-bd0f-1000e39e3caa

Kelli Woodward  
Kelli.Woodward@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/18/2026 2:25:47 PM  
ID: b5f01324-9d99-46d5-a2dd-29b4ff82a145

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/17/2026 4:05:24 PM  
ID: 50d8f15f-9765-4565-a4eb-e83c22da9b1a

Gary Clay  
gary.clay@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

3/17/2026 12:04:13 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

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