

**Solicitation Number: RFP#071819****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Flaghouse Inc, 601 Flaghouse Dr., Hasbrouck Heights, NJ. 07604 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

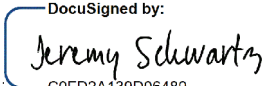
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


24. CANCELLATION

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


Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 9/23/2019 | 4:12 PM CDT

Flaghouse Inc.

DocuSigned by:
By: 
C008A13068CE467...
Harry Lawson
Title: Bid Representative
Date: 10/14/2019 | 12:10 PM CDT

Approved:

DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 9/23/2019 | 4:18 PM CDT

RFP #071819 - Athletic and Physical Education Equipment and Supplies with Related Accessories

Vendor Details

Company Name: FLAGHOUSE INC
601 FLAGHOUSE DR
Address: HASBROUCK HEIGHTS , NEW JERSEY 07604
Contact: HARRY LAWSON
Email: keyaccounts@flaghouse.com
Phone: 201-629-7589 7589
Fax: 800-734-2647
HST#: 131809948

Submission Details

Created On: Thursday May 16, 2019 12:58:34
Submitted On: Thursday July 18, 2019 13:14:32
Submitted By: HARRY LAWSON
Email: keyaccounts@flaghouse.com
Transaction #: 22fb4a07-d947-473e-a482-55312dc09916
Submitter's IP Address: 74.117.229.34

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Flaghouse Inc
2	Proposer Address:	601 Flaghouse Dr. Hasbrouck Heights, NJ 07604
3	Proposer website address:	https://www.flaghouse.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	HARRY LAWSON BID REPRESENTATIVE FLAGHOUSE 601 FLAGHOUSE DR HASBROUCK HEIGHTS, NJ 07604 keyaccounts@flaghouse.com (201)329-7589
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	SAME HARRY LAWSON BID REPRESENTATIVE FLAGHOUSE 601 FLAGHOUSE DR HASBROUCK HEIGHTS, NJ 07604 keyaccounts@flaghouse.com (201)329-7589
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	PAT MASINO SALES MANAGER FLAGHOUSE 601 FLAGHOUSE DR HASBROUCK HEIGHTS, NJ 07604 keyaccounts@flaghouse.com (201)329-7510

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>FlagHouse is a premier global source of quality equipment and programs serving physical education, recreation, special needs therapies and education. We provide resources that enable physical activity, learning and play—to make the world more accessible and rewarding for everyone, regardless of age or ability.</p> <p>For over 60 years, we have been dedicated to enriching the quality of life for all people with a wide range of equipment and programs to be active, play, learn, and enjoy life fully.</p> <p>FlagHouse carries thousands of quality products and takes special pride in offering unique, proprietary solutions that can measurably improve and uplift people's lives, including our evidence-based, Coordinated Approach to Child Health (CATCH®), and activity-based Bullying Awareness and Prevention programs, as well as our internationally acclaimed Sensory Spaces: Snoezelen® Multi-Sensory Environments, and TheraGym® Sensory Gyms and Sensory Integration rooms.</p> <p>At FlagHouse, we have deep feelings for the people we serve and those who depend on them. Every day, our customers give their energy and compassion to their students, clients, patients, members and loved ones—we have the utmost respect for all that they do, and are honored to support them. We know that when they order from us, they are not just getting "stuff", they are fulfilling their commitments, and the products mean something real to real people. We never want to let our customers down.</p> <p>We are family-run, family-minded, and consider our customers part of our family. Like any family, we're not perfect, but we fix our mistakes. Our goal is to satisfy our customers' needs and exceed their expectations and we do so by:</p> <ul style="list-style-type: none"> • Treating our customers with the utmost care, honesty, and respect. Your trust is the most valuable asset we can earn. • Taking pride in what we sell and offering products and services that embody the quality, innovation and value that you expect. • Committing to excellence in every facet of our business and every endeavor we undertake. • Recognizing that we are wholly dependent on our committed, professional, dedicated employees and suppliers who are invested in our shared success. • Embracing change to keep improving our company, our products and services, and ourselves. <p>By holding to these principles, we believe we can stand firmly behind our company promise: Enriching lives. Delivering solutions.™</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	FlagHouse's Physical Education & Recreation catalog offers over 300 pages of institutional-quality products, featuring virtually everything that a physical education, recreation or athletic department might need. Product categories include Team and Individual Sports (basketball, baseball/softball, soccer, volleyball, football, tennis/racquet sports, badminton, bowling, street hockey, lacrosse, golf, gymnastics, archery, track and field, etc.), Gym Mats and Padding, Phys Ed Activities (scooters, jump rope, balance, hoops, parachute games, climbing ropes walls, toss/catch game, cooperative play, team building, Project Adventure®, etc.), Exercise & Fitness, Games & Game Tables, Storage, Supplies & Equipment, for use indoors and out. We also offer CATCH® (Coordinated Approach to Child Health), the highly acclaimed program to teach children healthy habits for life, and recognized as the most cost-effective program to reduce childhood obesity. In addition, we offer free activity guides and videos demonstrating how to get the most out of our products	*
9	What are your company's expectations in the event of an award?	Our goal is to generate significant revenue by actively and continuously promoting the contract to Sourcewell members through our print and digital marketing supported by outbound and field sales teams. We would assign a dedicated account manager to oversee the Sourcewell contract. In keeping with our mission, we expect "to enrich the quality of life for all people, regardless of age or ability, with resources to be active, play, learn, and enjoy life fully." And, to provide the "Right Products for the Right Purpose at the Right Price." We expect to provide top-flight advice and consultation; products that perform – at a minimum – to our customers' expectations; responsive and seamless service; fast, on-time delivery; and, in sum, a customer experience that meets or exceeds customers' expectations in every way, and keeps them loyal to FlagHouse for years to come.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see our Consolidated Income Statement and Balance Sheet.	*
11	What is your US market share for the solutions that you are proposing?	Given that FlagHouse offers thousands of products across a huge array of categories, we do not possess data to meaningfully measure our market share. Like FlagHouse, our main direct competitors offer their products in large print catalogs and on e-commerce websites for an institutional marketplace. Across the categories we offer for the markets we serve, we believe FlagHouse is among the top 5 suppliers	*
12	What is your Canadian market share, if any?	Since FlagHouse has operated locally in Canada since 1992, long before our US-based competitors (and most have no local operations at all), we believe our market share is accordingly even higher in Canada. As in the US, we supply Canadian customers in every province and region throughout the country.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	FlagHouse is best described as a distributor, dealer, reseller and importer. We work with hundreds of manufacturers and suppliers from around the globe, have done so throughout our 65-year history with authorization to sell the products we offer, and generally without formal, written agreements.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	As stated in response to Question 8 above, key categories are: <ul style="list-style-type: none"> • Team and Individual Sports • Athletics and Athletic Aids • Physical Education Activities • Gymnastics, Gym Mats and Wall padding • Cooperative Play and Team-Building, including exclusive Project Adventure® line • CATCH® school, early child, and after-school child health program • Exercise and Fitness • Games and Game Tables • Facilities Supplies and Storage Equipment
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2018, FlagHouse and its CEO were honored by the American Association of Adapted Sports Programs with its ASPIRE award. The Adapted Sports Programs In Recreation and Education (ASPIRE) award recognizes the significant contributions of individuals and organizations that have been central to the mission of making adapted sports programming available to children with physical disabilities.
19	What percentage of your sales are to the governmental sector in the past three years	10%
20	What percentage of your sales are to the education sector in the past three years	50%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BUYBOARD Athletic, Physical Education and Gymnastics Supplies Contract which has yielded over 1 million dollars in sales over the past 3 years. H&H Camp and Recreation Purchasing Cooperative with over 250,000 in sales over a 3 year period. Educational Data Services Purchasing Cooperative. A New York/New Jersey purchasing cooperative contract awarded in 2019 for athletics and special education supplies that is projected to have over \$100,000 in sales this year. OECM (Ontario Education Collaborative Marketplace) for sports equipment. FlagHouse is the number 1 supplier, with sales greater than \$1.5 million over the past 3 years.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-07F-GA252 Mat Contract with over 1 million in sales over a 3 year period. GS-03F-025GA Athletics Contract with sales of 1 and a half million plus over a 3 year period.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
BUYBOARD	Natalie England	(800)695-2919
H & H Purchasing	Lawrence Levine	(561)444-2521
Educational Data Services	Mike Lagomarsino	(973) 340-8800 x200
Special Olympics New jersey	Andrea Moore	(609)896-8000

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA SERVICES	Government	Missouri - MO	Orders for products and services.	\$50.00 to \$32000 plus	1.5 Million plus over a 3 year period
Special Olympics Of New Jersey	Non-Profit	New Jersey - NJ	Orders for products, trainings and services	\$50.00 to \$35,000 plus	250 Thousand plus over a 3 year period.
NYC Board of Ed	Education	New York - NY	Orders for products, trainings and services.	\$40.00 to \$50,000 plus	2.5 Million plus over a 3 year period.
Toronto Public School Board District	Education	ON - Ontario	Orders for Products, trainings and services.	\$50 to \$50,000 plus.	900,000 plus over a 3 year period.
YSLETA ISD	Education	Texas - TX	Orders for products, trainings and services.	\$50 to \$50,000 plus.	125,000 plus over a 3 year period.

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	<p>FlagHouse's headquarters and 90,000 square foot distribution center are in Hasbrouck Heights, New Jersey, just west of New York City. The FlagHouse Canada division office and warehouse are in Richmond Hill, Ontario, part of the Greater Toronto area.</p> <p>In both locations combined, we have 88 full-time equivalent, directly employed staff and 2 independent contractors, including Outside/Outbound Sales (15), Inbound Sales/Customer Service and Administration (16), Bid and Contract Sales (3), Marketing and Design (14), Finance and Accounting (12), Purchasing, Distribution and Operations (28), and Officers/Owners (2).</p> <p>Throughout its 65-year history, FlagHouse has met the needs of Sourcewell Members, as we service thousands of institutional customers every year across the US and Canada. Our customers work primarily in Education, Government, Healthcare, and Recreation sectors, including pre-schools through universities, community and fitness centers, summer camps, hospitals, clinics, long-term care facilities, correctional facilities, military bases, and religious and charitable organizations.</p> <p>FlagHouse also sells to consumers, but our products are principally designed and intended for the institutional market, and every one is backed by our 100% Satisfaction Guarantee. The 18 Sales representatives (Outside/Outbound and Bid) are responsible for either (1) a territory, and sell across all our product lines for physical education, sports, recreation and special needs, (2) bids and contracts, or (3) our specialty SNOEZELEN®/Sensory Consulting and CATCH® product lines. We exhibit at over 40 trade shows and conventions annually in the US and Canada, and conduct professional workshops to educate customers about our products.</p>
26	Dealer network or other distribution methods.	<p>FlagHouse has an extensive network of dealers reselling our products, including catalogers, e-commerce companies, retailers, and online marketplaces. For purposes of a contract with Sourcewell, FlagHouse would directly manage every aspect of the business, and be the sole source of responsibility for the products and services.</p>
27	Service force.	<p>The 16 person Customer Service team is located in both the New Jersey and Richmond Hill, Ontario offices. They handle inbound telephone, email, mail and online inquiries, and orders. They also provide complete support to resolve any customer issues that arise. With two locations, we are able to respond to inquiries from anywhere in North America. Our customers can always reach us during standard business hours. We have excellent employee retention, and our staff's long tenure, experience and knowledge means that our customers enjoy top-flight service.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our Customer Service Department offers toll-free, live operator service from 8 a.m. to 6 p.m. Eastern Standard Time. All customer needs, including all those listed above, may be dealt with by our customer service representatives. Accounting calls will be referred to that department.</p> <p>Outside hours, FlagHouse may be reached by fax, email and voice mail. Calls will be dealt with as soon as the office is again open for business. Our web facility allows customers to pace and track their orders on line.</p> <p>The following services are available on-line.</p> <ul style="list-style-type: none"> • Product, shipping, corporate information • Product availability • Placing orders • Checking order/delivery status <p>In addition, our website offers free, downloadable activity guides, information about adapted sports and inclusion and other usage information.</p> <p>Please note that our catalogues are available as digital catalogues with user ability to create custom on-line catalogues to meet the specific needs of individual organizations. We are also able to create on-line stores where selected products are grouped for specific access by an organization.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	N/A, we service every geographic area, including US territories.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A, we will fully serve Sourcewell Members in every sector.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	N/A, no restrictions, we have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, and international schools, military bases, dealers and others located anywhere in the world. Shipping terms and cost may vary based on locations. We will provide a quote from our logistics service.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>FlagHouse will implement multi-channel communications outreach to maximize awareness of our Awarded Vendor status with Sourcewell and engage directly with Sourcewell members.</p> <p>In anticipation of receipt of Sourcewell Membership list, FlagHouse will conduct targeted messaging campaigns via email and/or direct mail to Sourcewell members among our current Customer list and take steps to communicate with Sourcewell Member "prospects" who have not previously shopped FlagHouse.</p> <p>Other channels to promote the Sourcewell contract opportunity will include messaging on FlagHouse catalogs, a dedicated, co-branded landing page and shopping portal on www.flaghouse.com (Sourcewell members to connect via navigation link on Sourcewell Member site); a new "Awarded Contracts" landing page on www.flaghouse.com will feature the Sourcewell logo and information/link re: How to become a Sourcewell member, FlagHouse social media posts and Facebook ads, as appropriate, Sales Rep talk points at select industry trade shows and as part of outbound Sales calls to targeted geographies.</p> <p>Marketing Materials Samples - Attachments:</p> <ul style="list-style-type: none"> • JCC email/.pdf for send • GSA dot whack • Dedicated Web portal home page – OECM
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>FlagHouse will leverage various data sources to assess Sourcewell Members' engagement and buying habits to identify ways to improve Members' customer experience and better serve their shopping needs.</p> <ul style="list-style-type: none"> • We will conduct Sales data analysis based on Sourcewell Member purchases to identify Customer demographics (including Customer type and geography), segment purchasing trends, opportunities and gaps. • We will set up a funnel in Google analytics specific to the co-branded shopping site to monitor site visitor activities and identify opportunities and gaps. • We will cross-match the Sourcewell Member list with FlagHouse Customer list and use this information to engage directly to Member/Customers, and prospect members who have not previously purchased from FlagHouse, via targeted communications through multiple channels, including catalog and/or other direct mail, email and other digital marketing. • We will periodically survey Sourcewell Members who purchase from FlagHouse to assess overall satisfaction and ways to improve their shopping experience with FlagHouse. • We will leverage FlagHouse social media channels and Facebook ads as appropriate, to issue targeted communications broadly communicating our Awarded Vendor status with Sourcewell.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We anticipate Sourcewell will play a strong role in ensuring their Membership is aware of FlagHouse's Awarded Vendor status, and navigating Members to our dedicated, co-branded shopping portal. We will provide FlagHouse company description and navigation link for Sourcewell to feature on their website, to take Members to the shopping portal where they will receive special pricing and other value per our contract agreement.</p> <p>We anticipate Sourcewell will provide their Membership list and ensure FlagHouse will have access to their most updated version to validate Member orders.</p> <p>We also anticipate Sourcewell will announce/promote the co-branded shopping site to their Membership via mails/newsletters and other Member announcements, including social media channels, press release, etc.</p> <p>FlagHouse will integrate Sourcewell broadly across our selling process, providing multiple ways for Members to order merchandise and access the information they need. These will include:</p> <ul style="list-style-type: none"> • Online Via the co-branded Shopping Portal: Members who go to the Sourcewell Member website will be able to access a navigation link that will direct them to the co-branded shopping portal on www.flaghouse.com. • Online Via FlagHouse.com: Sourcewell Members who go directly to the FlagHouse website can navigate to our "Awarded Contracts" or "Buying from FlagHouse" pages and find logo/navigation link to Sourcewell Member page where they can access the co-branded purchasing portal. FlagHouse Awarded Contracts page will also include Sourcewell site link where Non-members can learn more re: how to become a Sourcewell member. • By Phone: Sourcewell Members who call FlagHouse will be instructed to go to the Sourcewell member site where they can access the co-branded purchasing portal. Customers who request to order by phone will be cross-matched to the Sourcewell Member list; those who match will be served by a FlagHouse Sales Representative who will process their order and apply Sourcewell Member pricing. • By Mail/email or Fax: Sourcewell Member orders received via Mail/email or Fax will be cross-matched to the Sourcewell Member list; Orders that match will be processed by FlagHouse, applying the Sourcewell Member pricing. • Industry Trade Shows and Outbound Sales Calls: FlagHouse Sales Team members will be trained to inform show attendees and/or outbound phone contacts about our Sourcewell contract and how Members can access our shopping portal for contracted pricing.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>FlagHouse conducts online sales through our eCommerce website, www.flaghouse.com. We also manage multiple dedicated shopping portals to provide contractual discounted pricing for Customers in both Government and Education sectors, including the US General Services Administration (GSA), and the Ontario Educational Collaborative Marketplace (OECM). These dedicated portals replicate our main website but are differentiated with a unique (sometimes co-branded) landing page that identifies them with the contractual partner organization, and feature discounted pricing, per our contract. In addition to online procurement, contractual partners can also reach FlagHouse by phone, fax, email or regular mail to place their orders at their preferred pricing.</p> <p>At the request of some of our contractual partners, FlagHouse products can also be set up for procurement per our contractual pricing via the Organization's online "Marketplace".</p> <p>In response to the Sourcwell RFP, FlagHouse will provide a co-branding shopping portal that enables Sourcwell members to procure FlagHouse products per the terms and conditions of our contract, via a dedicated landing page on our website. Sourcwell Members will click a direct link from the Sourcwell site (and/or via other proprietary marketing collateral Sourcwell publishes) that will bring them to this co-branded site. The site will be run off a source code that controls our contracted pricing and shipping details. The landing page will feature a "Welcome" message to identify and confirm that Members have landed on the FlagHouse-Sourcwell portal. Members will move through this dedicated portal to browse, select products, fill their shopping cart, request a quote and/or complete the checkout process to purchase, as they would with our regular eCommerce site.</p>	*
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Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide training for our evidence-based, Coordinated Approach to Child Health (CATCH®) and activity-based Bullying Awareness and Prevention programs. Our partners at the CATCH Global Foundation can provide in person and Digital CATCH training to help help you maximize the benefits of the CATCH Program in your school or other community educational setting. Planning and supporting training is the first step in changing your environment. Through training, your faculty and staff become more aware of what whole child health is and how CATCH is used as a resource to meet your wellness policy goals.	*
37	Describe any technological advances that your proposed products or services offer.	Not applicable	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company is dedicated to making the Earth safer, healthier and more beautiful for our children so we support the GREEN initiative.</p> <p>We use recyclable paper for all our catalogue printing and have initiatives within the company to print all paper two-sided, refrain from printing wherever possible and recycle all garbage appropriately.</p> <p>We use energy efficient lighting in our warehouse.</p> <p>Our offices and distribution center recycle all paper products, use only recycled printing paper and our catalogs are 100% recyclable.</p> <p>We ship products in recycled corrugated boxes and stuffing material.</p> <p>Our office heating system uses a modern modular boiler system that is 90% efficient.</p> <p>Our distribution center heating system uses fuel efficient heaters, which are controlled individually by thermostats.</p> <p>We have skylights in the distribution center and naturalized lighting throughout the office</p> <p>Our distribution center lighting system uses energy efficient T5/T8 fluorescent bulbs, which are controlled by motion sensors.</p> <p>Our office cooling system has updated controls that make the system more energy efficient.</p> <p>We only use green disinfectants and cleaning products.</p> <p>We partner with green conscious companies such as Funding Factory and continue to strive for green solutions in our future endeavors.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not available at this time.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>As stated in response to Question 37, FlagHouse is the exclusive publisher and distributor of the CATCH® program, and our Bullying Awareness and Prevention program.</p> <p>FlagHouse is also well-known as a world-leader since the 1970's in supplying educational, recreational and therapeutic resources for people of all ages with disabilities and special needs, and we have a separate catalog entitled "Special Needs." As such, FlagHouse has earned a special place in the industry as a company uniquely positioned to offer resources for all the students and clients served by our customers.</p> <p>Moreover, we pride ourselves on offering only the "Right Products for the Right Purpose at the Right Price." In other words, we take great care in selecting and developing products that are appropriate for our customers' needs, and we carefully curate our product selections, so customers can shop with confidence, without being overwhelmed by too many and too confusing choices. We also offer a unique and extensive array of free activity guides and video demonstrations to help our customers understand all the features and benefits of our products, and allow them to get the most out of using the products.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	As stated in response to Questions 12 and 24 above, FlagHouse has supplied Canadian customers throughout our 65-year history, and we have operated locally in Canada since 1992, and currently from our facility in Richmond Hill, Ontario, in the Greater Toronto area. We ship orders to Canadian customers almost every day from our distribution center in New Jersey. We believe our ability to provide our products and services to Sourcewell member agencies in Canada is unmatched by competitors in both the U.S. and Canada.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Most products have a warranty of one year, unless otherwise indicated in the catalog. Some products have far longer warranties, up to 10 years, as shown in individual product descriptions. Our own brand name – FlagHouse – products have a 2 year warranty with a 110% guarantee whereby the customer will receive a refund of 110% of the item price should it fail within the warranty period. Warranty covers products and parts but not labor on all items.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	In general, no restrictions apply, except customers must adhere to any relevant usage information in product manuals.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In general, no, but if a product is defective, the customer would not be responsible for costs of warranty repair services.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No, but the restrictions apply to warranty coverage in Line Item 43.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The responsibility for warranty services are typically passed on to the original equipment manufacturer.	*
48	What are your proposed exchange and return programs and policies?	<p>FlagHouse promises you will be satisfied, or we will refund 100% of your purchase for up to one full year. Our promise extends even further when you buy any FlagHouse-branded products – guaranteed for two years. If the product is returned as a result of an error on FlagHouse part, we will assume all freight costs and arrange pickup for the package being returned. If the customer does not want the item that they ordered, the customer is responsible for the cost of freight back to FlagHouse and for ensuring that the item is repackaged in a suitable container or packaging for shipping, so as not to incur any damage.</p> <p>On receipt, all return items are inspected and processed. Should there be any ambiguity regarding the product status, our Returns Processing staff will liaise with the customer with a view to reaching a mutually agreeable conclusion.</p> <p>After inspection, customer accounts are credited with the cost of the returned item (less applicable shipping charges as described above, if goods have been returned on our account). The payer may request a credit to stay on the account for future use or a refund check for the amount of the credit.</p> <p>After 30 days, or if the product is not in a saleable condition, we reserve the right to charge up to a 20% restocking fee.</p> <p>If the customer does not want the item that they ordered, the customer is responsible for the cost of freight back to FlagHouse and for ensuring that the item is repackaged in a suitable container or packaging for shipping, so as not to incur any damage.</p>	*
49	Describe any service contract options for the items included in your proposal.	None unless specifically noted in our product description or price list.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Flaghouse offers multiple payment options. Public schools, government agencies, and other credit-worthy institutions qualify for open accounts when using an authorized purchase order. Invoices are payable Net 30 Days. We also accept payment by check or money order made payable to Flaghouse, Mastercard , Visa, American Express, Discover, Smartpay, or Flaghouse Gift Certificate.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Flaghouse does not have a leasing program at this time, but will review every situation to provide options and solutions.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We continually track our performance using the reports listed below against historical data. Should we see an under-performing area of the business, or an issue that inhibits the smooth-running of our business, a remedial action plan is put together to address the problem. We strive to maintain a high standard of performance and therefore track well against our corporate metrics. The reports include:</p> <p>Order Cycle Report – shows length of time orders take from order entry to shipment in each department of the company (order entry/finance/warehouse etc.)</p> <p>Shipping Report – shows accuracy of orders being picked and shipped and highlights any potential problem areas</p> <p>Back-Order Report – shows all orders with back-ordered inventory items and expected delivery dates.</p> <p>Open Dropship Report – shows all outstanding dropship orders and anticipated shipping dates. Vendors are called weekly to review.</p> <p>Returns Analysis – shows reason codes for all returned items triggering quality reviews when same item is returned often, consistent shipping damage, failure before warranty period etc.</p> <p>Quality Assurance Report – investigates and reports on any product for which issues have arisen.</p> <p>Product Complaint Report – an internal report triggered by customer service regarding any potential product issues.</p> <p>Large order review – all orders over \$5,000 receive a large order review to ensure that the order is handled with most efficient inventory management and shipping.</p> <p>FlagHouse uses various methods to gauge customer satisfaction, including customer surveys.</p> <p>We will not utilize dealers for a Sourcewell contract.</p> <p>We will utilize a Source Code to capture all orders placed by Sourcewell members under an awarded contract, and report quarterly sales to Sourcewell</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Flaghouse is pleased to offer P-card procurement and payment without additional cost to Sourcewell members.	*

Pricing and Delivery

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

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

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>For Sourcewell Members in the U.S.:</p> <p>Catalog and Product Group percentage discounts</p> <p>15% off the current, published list prices of all FlagHouse PE & Rec Catalog products, except:</p> <p>10% off on the following product groups:</p> <ul style="list-style-type: none"> Basketball goals, backboards and systems Baseball backstops Volleyball, Game and Tetherball standards and systems Soccer, Field Hockey, Lacrosse goals Tennis standards Archery targets Gymnastics apparatus and shapes Gym mats Billiard, Table Tennis, and Game Tables Weightlifting weights and machines Heart rate monitors, pedometers <p>No discount on the following product groups:</p> <p>CATCH® Program materials</p> <p>Playground and Park structures, benches, tables, surfacing</p> <p>For Sourcewell Members in Canada:</p> <p>Catalog and Product Group percentage discounts</p> <p>10% off the current, published list prices of all FlagHouse PE & Rec Catalog products, except:</p> <p>No discount on the following product groups:</p> <p>CATCH® Program materials</p> <p>Playground and Park structures, benches, tables, surfacing.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For U.S. Sourcewell Members, we will offer a 2% discount on orders for merchandise totaling \$5000 and above.</p> <p>For Canadian members we will offer a 2% discount on orders for merchandise totaling \$6500 and above, which factors in the difference in exchange rate.</p>
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>FlagHouse has the ability to special order items for our customers, and we do so in the normal course of business. We will research a customer’s request and quote the item for their approval, with a reasonable mark-up above our cost.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>There may be installation fees on larger products and services. We will always inform the Sourcewell members in advance and provide the actual cost for this particular service.</p>

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>FlagHouse normal shipping option is ground service parcel delivery of the order to the customer's specified shipping address. For delivery within the 48 contiguous states, we add 16% of the merchandise price, or \$10 minimum. We add an additional \$50 for orders with one or more items that ship by Truck . For delivery outside the 48 states, we will gladly provide you with a quote. Please advise if you require inside or residential delivery, or if your facility does not have a loading dock and you require lift-gate service to receive your shipment. We will provide you with a quote for these services. International customers are responsible for any local taxes, duties and import fees.</p> <p>•If you have any questions, call us!</p> <p>Rush Service</p> <p>Need it fast? Call Customer Service to request our Rush Service. We will process your order placed before noon, Eastern Time, and ship any in-stock items via Overnight or 2-Day Air service for a nominal fee (certain conditions may apply).</p> <p>We offer the options of using the customer's own shipping account, shipping by air, urgent delivery and Canada Post where the shipping address is a Post Office box for Sourcewell Canadian customers. In addition, we offer options such as two-man delivery, inside delivery and tail-gate service should such services be required. Note that large orders may also be consolidated on request, or shipped as each section of an order becomes available to ship. Our warehouse is divided into zones and orders are packaged ready for shipment according to the warehouse zone of the content. As such, an order may be delivered with one or several items in one carton, and one or several cartons in one order.</p> <p>In all cases, we endeavour to meet our customer's unusual urgent needs, deadlines, preferred shipping methods, use of own carriers and specific delivery requirements at all times. In the past this has resulted in some unusual deliveries by canoe and RCMP plane service</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Customers in Alaska, Hawaii and International customers are responsible for any local taxes, duties and import fees. If you have any questions, call us! We will submit a quote from our logistics department.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	White Glove service where available	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	See our pricing upload for U.S and Canadian Sourcewell members

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We will establish a Source Code in our multi-channel enterprise resource planning (ERP) system that controls pricing and shipping details. The code will be embedded in the FlagHouse-Sourcewell online shopping portal and automatically apply the correct pricing and shipping charges (except when actual shipping charges need to be quoted). When Sourcewell members place orders off-line and provide their Sourcewell identifier code to our sales and customer service representatives, we will enter the code into the ERP system, which will then automatically apply the correct pricing and shipping charges (except when actual shipping charges need to be quoted). On a monthly basis, we will run and review an internal report that will show all the Sourcewell member orders, the items sold, selling price and margins, which we will use to ensure the correct pricing has been applied on their orders. On a quarterly basis, we will run reports from our ERP system that will show every Sourcewell member order and the net sales (gross sales less any returns and credits) in both the U.S. and Canada. We will show the calculation of the Sourcewell administrative fee on the net sales in each country.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Flaghouse would like to offer a 1.5% administrative fee to Sourcewell during the contract period for U.S. Sourcewell members that place orders and a 1% fee for Canadian Sourcewell customer orders.

Industry Specific Questions

Line Item	Question	Response *	
65	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>We will run a monthly sales and margin report that will show us all Sourcewell member orders, month-to-date and year-to-date, including products and product categories sold and billing totals, and the channel through which Sourcewell members are ordering (online or off). We will track the Sourcewell member sites, the number of accounts and orders, the products purchased, and the growth in their purchases. In addition, we will track web analytics for the co-branded purchasing portal to assess traffic, page views, and orders.</p> <p>Other internal metrics are reports that contain data for our entire business, including the reports described in response to Question 52, which inform us about our success overall in meeting our targets for fulfilling orders and customer satisfaction.</p>	*
66	Do you have an on-line purchasing portal? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a member track spending by staff members, can a member put limits on purchases, can a member be invoiced, etc.)	<p>Sourcewell co-op members will click a direct link from the Sourcewell site (or any other marketing collateral) that will bring them to a co-branded, Sourcewell specific site. This site will be run off the source code that controls pricing and shipping details, and will include a branded welcome slide to identify that they've landed on the Sourcewell portal.</p> <p>Co-op members will move through their site, make their purchases, and complete the checkout process, as per normal.</p>	*
67	Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.	<p>FlagHouse carries thousands of quality products and takes special pride in offering unique, proprietary solutions that can measurably improve and uplift people's lives, including our evidence-based, Coordinated Approach to Child Health (CATCH) and activity-based Bullying Awareness and Prevention program.</p> <p>FlagHouse also has a huge selection of PE Activity Guides. Choose from categories like cooperative play, fitness, inclusive gymnastics, special needs, and a variety of sports & athletics activities</p>	*
68	How does your offering complement, assist, or provide value to improving health and activity initiatives?	<p>Flaghouse is proud to offer CATCH (Coordinated Approach to Child Health) is the most cost effective program proven to prevent childhood obesity and launch kids toward healthier lifestyles.</p> <p>A curriculum designed to promote physical activity and healthy food choices for students in Pre K-Grade 8, CATCH coordinates and reinforces healthy messages in schools, after school sites, and early childhood centers. With the largest evidence base of any child health promotion program, CATCH is championed by educators and health professionals in over 10,000 communities worldwide.</p> <p>Bullying Awareness Activities for your PE Class</p> <p>Get everyone involved and help build confidence, teamwork and bullying awareness. Put a great twist on playground games with these Bullying Awareness activities that promote teamwork and inclusiveness.</p>	*
69	How does your offering address member's needs for safety and well-being for participants?	<p>FlagHouse is known as a vendor of high quality merchandise. We have a quality assurance group that examines every new product and ensures it meets with our high product standards. We also ensure that our vendors meet with all U.S. requirements regarding phthalates and non-toxic paint.</p> <p>In addition, we are in compliance with California's requirements for warning labels on any product that contains chemicals considered hazardous to human health.</p> <p>Our catalogs mark all products that may contain small parts considered choking hazards for children under 3 years old, as well as other safety hazards as required by the U.S. Consumer Product Safety Commission.</p> <p>Our vinyl products all meet California fire safety standards (the most stringent in the United States and Canada).</p> <p>All returned merchandise is analyzed by reason code to highlight any product usage issues or failure to meet our quality standards.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Consolidated Income Statement - Flaghouse.pdf - Thursday July 18, 2019 12:43:16
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Samples.msg - Thursday July 18, 2019 11:45:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing .msg - Thursday July 18, 2019 11:25:26
 - [Additional Document](#) - Consolidated Balance Sheet - Flaghouse.pdf - Thursday July 18, 2019 12:44:56

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_ Athletic_and_Physical_Education_Equipment_and_Supplies_with_Related_Accessories_RFP_071819 Fri July 12 2019 02:18 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Athletic and Physical Education Equipment and SUPplies with Related Accessories_RFP_071819 Wed July 10 2019 02:53 PM	<input checked="" type="checkbox"/>	--
Addendum_1_ Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP#_071819 Tue July 2 2019 03:37 PM	<input checked="" type="checkbox"/>	--

**ASSIGNMENT OF AND AMENDMENT TO
CONTRACT #071819-FLG**

THIS ASSIGNMENT AGREEMENT is effective upon the date of the last signature below by and among **Sourcewell; FlagHouse, Inc. (now FlagHouse, LLC) (FlagHouse); and School Specialty, LLC (Supplier).**

Sourcewell awarded a contract to FlagHouse, Inc., to provide physical education, recreation, sports, and special needs equipment to Sourcewell and its Participating Entities, effective October 14, 2019, through October 3, 2023, and extended to October 3, 2024, via Contract Extension dated February 28, 2023 (Contract). In early 2023, Flaghouse, Inc., restructured itself to become FlagHouse LLC, which was subsequently acquired by Supplier.

FlagHouse wishes to assign the Contract to Supplier; and Section 10 of the Contract requires assignment only upon prior consent of the parties and a fully executed assignment agreement.

Supplier is ready, willing, and able to perform all the obligations and responsibilities of the Contract and Sourcewell consents to the assignment. Therefore, as of the effective date of this Assignment, all rights and obligations of FlagHouse are assigned to Supplier and all references to "FlagHouse, Inc." in the Contract will be replaced with "School Specialty, LLC."

Additionally, Supplier wishes to amend the Contract to clarify or change the following:

Invoicing and Billing for U.S. and Canadian Customers:

[FlagHouse Frequently Asked Questions | School Specialty](#)

Updated U.S. Shipping Policy
[Shipping Policy | School Specialty](#)

Updated Canada Shipping Policy
<https://help.schoolspecialty.com/s/article/Shipping-Policy#Canada>

Updated W-9 tax documentation is located at:
<https://help.schoolspecialty.com/s/article/School-Specialty-s-W-9-Form>

Placing Orders


Customer Service: CustomerCare@SchoolSpecialty.com

U.S. Customers
Log in to SchoolSpecialty.com or call 1-888-388-3224


Canada Customers
Log in to SchoolSpecialty.ca or call 1-866-519-2816

Except as amended above, the Contract remains in full force and effect.

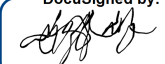
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/12/2023 | 2:34 PM CDT


FlagHouse, LLC

DocuSigned by:

By: BE9F5BA0BC81425...
Kevin Baehler
Title: Treasurer
Date: 10/12/2023 | 2:16 PM PDT

SchoolHouse, LLC

DocuSigned by:

By: 3B6CB6AA963B4C6...
Greg Harbaugh
Title: Vice President, Business Development
Date: 10/12/2023 | 2:59 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/12/2023 | 4:53 PM CDT



CONTRACT EXTENSION

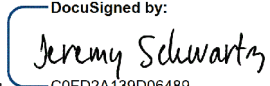
Contract Number: #071819-FLG

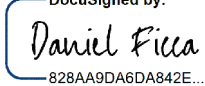
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Flaghouse Inc., 601 Flaghouse Dr., Hasbrouck, NJ 07604 have entered into Contract #071819-FLG for the procurement of Athletic and Physical Education Equipment and Supplies with Related Accessories. The Contract has an expiration date of October 3, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 3, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Flaghouse Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/27/2023 | 10:33 AM CST

DocuSigned by:

By: 828AA9DA6DA842E...
Daniel Ficca
Title: Contract Manager
Date: 2/28/2023 | 1:15 PM CST