

FLAGHOUSE PROPOSAL
TO
Region 14 Education Service Center
Athletic Supplies and Equipment
July 23, 2019

FlagHouse Proposal

Region 14 Education Service Center



The Solutions You Need. The Source You Trust.

JULY 23, 2019

**REGION 14
EDUCATION SERVICE CENTER
1850 HWY 351
ABILENE, TX 79601**

Re: Request for Proposal; Athletic Supplies and Equipment

Dear Sir

On behalf of FlagHouse, I would like to thank you for the opportunity to provide a proposal for the procurement of athletic supplies and equipment for members of the Regions 14 Education Service Center.

Please find attached our response to your RFP.

We are confident that we can fulfill your requirements in a cost-effective and value-added manner. FlagHouse has been providing customers in Canada and the U.S. with quality products and superior customer service at competitive prices for many years.

We look forward to building on our existing relationships with your clients and are available to discuss the proposal in further detail at your convenience.

Sincerely

Pat Masino

Sales Manager
FlagHouse Inc
Bus: (201) 329-7510
Email: pat.masino@flaghouse.com

Physical Education & Recreation • Special Populations™ • Sensory Solutions™ • SNOEZELEN® • CATCH®

USA • 601 FlagHouse Drive • Hasbrouck Heights NJ • 07604 USA • 800.793.7900 • FlagHouse.com
CANADA • 235 Yorkland Blvd, Suite 105 • North York, Ontario • M2J 4Y8 Canada • 800.265.6900 • FlagHouse.ca

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$5 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	FLAGHOUSE
Address	601 FLAGHOUSE DR
City/State/Zip	HASBROUCK HEIGHTS, NJ 07604
Telephone No.	(201)329-7589
Fax No.	(800)734-2647
Email address	keyaccounts@flaghouse.com
Printed name	HARRY LAWSON
Position with company	BID SPECIALIST
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and FLAGHOUSE (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 08-21, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Athletic Supplies and Equipment;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

-- General Terms and Conditions

- Ø The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- Ø NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Ø Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- Ø NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- Ø With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

Ø The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

-- Term of Agreement

Ø This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

-- Fees and Reporting

Ø The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Ø Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Ø Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

** General Provisions

- Ø This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Ø Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- Ø If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Ø Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- Ø This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- Ø All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Vendor: FLAGHOUSE

Name: Matthew Mackel

Name: HARRY LAWSON

Title: Director, Business Development

Title: BID SPECIALIST

Address: PO Box 701273
Houston, TX 77270

Address: 601 FLAGHOUSE DR
HASBROUCK HTS, NJ 07604

Signature: 

Signature: 

Date: August 1, 2019

Date: 

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

-- States Covered

- Ø Bidder must indicate any and all states where products and services can be offered.
- Ø Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

-- Minority and Women
Business Enterprise (MWBE) and (HUB) Participation

Ø It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

§ Minority / Women Business Enterprise

- Respondent Certifies that this firm is a M/WBE

§ Historically Underutilized Business

- Respondent Certifies that this firm is a HUB

N/A

-- Residency

Ø Responding Company's principal place of business is in the city of Hasbrouck Heights, State of New Jersey

-- Felony Conviction Notice

Ø Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

Ø If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

-- Distribution Channel

Ø Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

-- Processing Information

Ø Provide company contact information for the following:

§ Sales Reports / Accounts Payable

Contact Person: Diana Lisa

Title: A/P Specialist

Company: Flaghouse

Address: 601 Flaghouse Dr

City: Hasbrouck Heights State: New Jersey Zip: 07604

Phone: (201)329-7567

Email: keyaccounts@Flaghouse.com

§ Purchase Orders

Contact Person: Harry Lawson

Title: Bid Specialist

Company: Flaghouse Inc.

Address: 601 Flaghouse Dr

City: Hasbrouck Heights State: New Jersey Zip: 07604

Phone: (201)329-7589

Email: keyaccounts@Flaghouse.com

Sales & Marketing

Contact Person: Pat Masino

Title: Sales Manager

Company: Flaghouse Inc

Address: 601 Flaghouse Dr

City: Hasbrouck Heights State: New Jersey Zip: 07604

Phone: (201)329-7510

Email: keyaccounts@Flaghouse.com

FlagHouse Proposal

Region 14 Education Service Center

Brief History of our Company:

FlagHouse is a premier global source of quality equipment and programs serving physical education, recreation, athletics, education and special needs. 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.

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. 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.

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.

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:

- 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.

By holding to these principles, we believe we can stand firmly behind our company promise:

Enriching lives Delivering solutions™

Dun & Bradstreet number: 00-148-9491

Contact: Harry Lawson – Bid Specialist
Pat Masino – Sales Manager

Email

Bid Department: keyaccounts@flaghouse.com
Customer Service: customerservice@flaghouse.com

FlagHouse Proposal

Region 14 Education Service Center

Phone

Toll-free phone: (800)793-7900
Monday through Friday: 8:00am to 6:00pm, EST

Spanish Speaking Reps are available
Monday through Friday: 10:00am to 6:00pm, EST

24 Hour Toll- Free Fax: (800)734-2193
Bid Department Fax: (800)734-2647

Address

FlagHouse Inc.
601 FlagHouse Dr
Hasbrouck Heights, NJ 07604
1-201-288-7600

Mailing address for orders and payments

FlagHouse Inc.
601 FlagHouse Dr
Hasbrouck Heights, NJ 07604
1-201-288-7600

Terms of Payment: 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.

Competition: BSN Sports, US Games, Gopher, School Specialty, Palos Sports, S&S, Wolverine.

Differentiation: FlagHouse is also well-known as a world-leader since the 1970's in supplying educational, athletic, recreational and therapeutic resources for people of all ages, abilities and needs. We have a separate catalog entitled "Special Needs" that further supports our position. As such, FlagHouse has earned a special place in the industry as a company uniquely positioned to offer resources for all the individuals, students and professionals served by our customers. 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

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Region 14 Education Service Center

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. FlagHouse is the exclusive publisher and distributor of the CATCH® program, and our Bullying Awareness and Prevention program. 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 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.

Marketing: FlagHouse will implement multi-channel communications outreach to maximize awareness of our Awarded Vendor status with Region 14 ESC and engage directly with Region 14 members. In anticipation of receipt of Region 14 Membership list, FlagHouse will conduct targeted messaging campaigns via email and/or direct mail to Region 14 members among our current Customer list and take steps to communicate with Region 14 Member “prospects” who have not previously shopped FlagHouse. Other channels to promote the Region 14 contract opportunity will include messaging on FlagHouse catalogs, a dedicated, co-branded landing page and shopping portal on www.flaghouse.com (Region 14 members to connect via navigation link on Region 14 Member site); a new “Awarded Contracts” landing page on www.flaghouse.com will feature the Region 14 logo and information/link re: How to become a Region 14 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.

Marketing Materials Samples - Attachments:

- JCC email/.pdf for send
- GSA dot whack
- Dedicated Web portal home page – OEEM

FlagHouse will integrate NCPA broadly across our selling process, providing multiple ways for Members to order merchandise and access the information they need. These will include:

- Online Via the co-branded Shopping Portal: Members who go to the NCPA Member website (Or Region 14 if applicable).

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: NCPA 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 NCPA/Region 14 Member page where they can access the co-branded purchasing portal. FlagHouse Awarded Contracts page will also include

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NCPA/Region 14 site link where Non-members can learn more re:how to become a NCPA/Region 14 member.

- By Phone: NCPA/Region 14 Members who call FlagHouse will be instructed to go to the NCPA/Region 14-member site where they can access the co-branded purchasing portal. Customers who request to order by phone will be cross-matched to the NCPA/Region 14 Member list; those who match will be served by a FlagHouse Sales Representative who will process their order and apply NCPA/REGION 14 Member pricing.
- By Mail/email or Fax: Region 14 Member orders received via Mail/email or Fax will be crossmatched to the Region 14 Member list; Orders that match will be processed by FlagHouse, applying the NCPA/Region 14 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 Region 14 contract and how Members can access our shopping portal for contracted pricing. Region 14 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, Region 14 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 Region 14 portal. Co-op members will move through their site, make their purchases, and complete the checkout process, as per normal.

Internet ordering capabilities

As previously stated, 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.

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".

In response to the Region 14 RFP, FlagHouse will provide a co-branding shopping portal that enables Region 14 members to procure FlagHouse products per the terms and conditions of our contract, via a dedicated landing page on our website. Region 14 Members will click a direct link from the Region 14 site (and/or via other proprietary marketing collateral Region 14 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-Region 14 portal. Members will move through this dedicated portal to browse, select products, fill their shopping cart, request a quote and/or complete

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the checkout process to purchase, as they would with our regular eCommerce site.

Customer Service

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.

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.

The following services are available on-line.

- Product, shipping, corporate information
- Product availability
- Placing orders
- Checking order/delivery status

In addition, our website offers free, downloadable activity guides, information about adapted sports and inclusion and other usage information.

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.

Green initiatives

Our company is dedicated to making the Earth safer, healthier and more beautiful for our children so support the GREEN initiative.

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.

We use energy efficient lighting in our warehouse.

Our offices and distribution center recycle all paper products, use only recycled printing paper and our catalogs are 100% recyclable.

We ship products in recycled corrugated boxes and stuffing material.

Our office heating system uses a modern modular boiler system that is 90% efficient.

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Our distribution center heating system uses fuel efficient heaters, which are controlled individually by thermostats.

We have skylights in the distribution center and naturalized lighting throughout the office

Our distribution center lighting system uses energy efficient T5/T8 fluorescent bulbs, which are controlled by motion sensors.

Our office cooling system has updated controls that make the system more energy efficient.

We only use green disinfectants and cleaning products.

We partner with green conscious companies such as Funding Factory and continue to strive for green solutions in our future endeavors

Value added Products and Services

Our products are high quality and designed for years of use to provide value for money. We offer a 100% guarantee on our brand name products where, if they fail within the warranty period, we will refund 100% of the purchase price.

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 continual high standard of performance and therefore track well against our corporate metrics.

We track our business with the following reports:

- 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.)
- Shipping Report – shows accuracy of orders being picked and shipped and highlights any potential problem areas
- Back-Order Report – shows all orders with back-ordered inventory items and expected delivery dates.
- Open Dropship Report – shows all outstanding dropship orders and anticipated shipping dates. Vendors are called weekly to review.

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- 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.
- Quality Assurance Report – investigates and reports on any product for which issues have arisen.
- Product Complaint Report – an internal report triggered by customer service regarding any potential product issues.
- Financial reports - of all revenue and expense categories.
- 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.

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. All returned merchandise is analyzed by reason code to highlight any product usage issues or failure to meet our quality standards.

FlagHouse uses several methods to gauge customer satisfaction including customer focus groups and quality surveys (by phone campaign and mail). We also analyze reasons for merchandise returns written by customers on their return packing slips. Our Chairman, George Carmel, also has a direct email that we promote in our catalogues – thebuckstopshere@flaghouse.com – for use by any customer who wishes to contact him directly.

Safety Initiatives

FlagHouse sells no products containing phthalates or lead-based paint. In addition, we are in compliance with California's requirements for warning labels on any product that contains chemicals considered hazardous to human health.

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.

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Our vinyl products all meet California fire safety standards (the most stringent in the United States and Canada).

Ethical Sourcing

FlagHouse does not knowingly work with any organization that is unethical in its business dealings, uses child labor, has unsafe or unhealthy work environments. Each year our buyers and purchasing agents tour the Asian manufacturing plants from which we purchase, to satisfy that these conditions are being upheld.

FlagHouse has approximately 137,000 customers across the United States and Canada who we serve through our catalogue distribution channel, our website and with personal support from our Customer Service team and account representatives. We serve our customers in both English and Spanish, and offer support in French, German and Polish from our Canadian Office.

We have a team of 16 sales and service representatives in our New Jersey office backed up by 13 people in our Canadian office.

If selected, FlagHouse will appoint a dedicated account manager for the Region 14 ESC account and assign one or more customer service representatives to specialize in the contracted business. The responsibility of these individuals will be to monitor all orders, ensure that all orders are delivered within committed timeframes and advise if there are any issues. They will also prepare reports, as required, showing the amount of business transacted with the individual organizations and in total. Should this effort include the implementation of CATCH® after school programs (CATCH Kids Club), or CATCH Early Childhood® programs, the account manager will also assist in arranging training programs and overall implementation coordination.

This approach has proven itself successful with our national BUYBOARD contract. Similarly, for this contract, we appointed specific account representatives in sales and service to be the front-line liaison for customers within this account.

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Escalation procedures

Our order entry process immediately flags any items that are not in stock or are dropship items that will be ordered directly from our vendors.

For out-of-stock inventory items, order entry operators can see the next incoming delivery date and estimate lead time for shipment to the customer. This information may be relayed by phone or email for web/mail/fax orders.

For dropship products, vendor orders are placed with immediate requests for shipping dates from the vendor. Dropship orders are then followed weekly to ensure vendors meet their committed shipping dates. If there are any delays, these are conveyed to the customer with the option to wait for the item or cancel.

If an incorrect product is received, we ask that our customers call customer service for immediate resolution.

Our customer service representatives are empowered to speak directly with our vendors and freight forwarders, our shipping department and our warehouse to request a warehouse location inspection to solve any problems that may arise during ordering or shipping. They may also contact our Brand managers directly for any product questions or complaints.

Should the problem remain unsolved, the escalation process in the company is through Customer Service to their supervisors and managers, and then to the Vice President of Operations and/or the CEO.

In the case of a financial question, our Accounts Department is empowered to take all reasonable steps to resolve a problem including providing credits, refunds and adjustments. Should there still be an issue, the escalation process is through the Vice president of Finance, and then to the CEO.

As noted in our catalogues, our customers also have a direct line to the CEO with the mailbox, thebuckstopshere@flaghouse.com.

Implementation and contract management

As stated above, should we be a selected Proponent, we would:

FlagHouse Proposal

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- Nominate a dedicated account manager and customer service representative
- Set up a planning meeting with NCPA/Region 14 and Contract management, either individually or in a group
- Discuss buying requirements and issues to ensure that orders are managed and processed in a streamlined fashion
- Gain understanding of potential purchases with individual organizations to ensure the availability of product in inventory.
- Inquire as to whether there are any product requirements not covered in our catalog for which we may be able to procure product and streamline the process further.
- Assign a buying group code which immediately entitles users to the agreed pricing structure on incoming orders.
- Design sample reports to meet Region 14/Contract requirements which also inform us of our performance levels.
- Continue to develop relationships with Region 14 and contracted parties at management level.
- Establish a regular meeting schedule to discuss the contract and avenues of concern or opportunities for improvement.

Warehousing and Inventory

- Warehousing Capabilities

In our main warehouse, we receive, inspect and store inventory of items whose individual weight may vary from < 1 lb. to 1,000 lb. or more; we assemble product kits and sets; cross-dock drop ship orders; stage and consolidate in-house and drop ship orders for one delivery to customer; process returns, isolate and process orders that require special shipping methods

- Warehouse Location

Hasbrouck Heights, NJ.

- Warehouse Size

Approximately 90,000 square feet.

- Number of products

We stock more than 5,500 products in-house. We provide at least another 10,000 items as Drop Ship. In addition, we source hundreds of special-order items for customers to meet specific requirements. These could be other versions or products available from

FlagHouse Proposal

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our existing 700 suppliers, or we may seek a specific type of product or commission the manufacture of a product to meet customer needs.

- Shipping capabilities

We ship by parcel, Less Than Truckload (LTL), and Truckload (TL) carriers within the 48 contiguous states. We use ground service as the default service level but can ship by expedited (air) services. We have access to all shipment accessorial services, which are available through our carriers, including the most commonly requested services such as Lift Gate, Inside Delivery, Residential Delivery, and Delivery to Beyond (remote) Locations for an additional fee. All shipments are insured for their value.

- Shipping Options

FlagHouse normal shipping option is ground service parcel delivery of the order to the customer's specified shipping address. This may be an individual school, warehouse or point for onward forwarding (as in the case of some native school boards in remote locations). Items may also be drop-shipped to the customer's specified shipping address where this makes geographic and economic sense.

For almost all our business, we arrange the freight delivery, considering the dimensional size of the shipment and its cubed weight. In some instances, the product is deemed a 'truck' shipment and each product is so marked in our catalogue with a truck symbol.

If a shipment is particularly large, we may consolidate the load in a truck load, or less-than-truck-load shipment to its destination.

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.

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.

In all cases, we endeavor to meet our customer's unusual urgent needs, deadlines, preferred shipping methods, use of own carriers and specific delivery requirements at all times.

Bulk Orders

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We have significant experience with bulk orders and no problem handling them through any of our channels to market. With a bulk order, we frequently negotiate with our original suppliers or manufacturers for preferential pricing which is passed on to the customer. We also negotiate shipping costs which can also lead to further pricing reductions.

All orders of this nature are subject to our Large Order Review process to ensure that we have analyzed the order thoroughly and can meet the customer's expectations with its specific variables.

As such, we are unable to give a precise response as to the cost efficiencies of a bulk order as each has its own unique characteristics. For example, does the volume qualify bulk but the shipment needs to be divided and shipped to tens or hundreds of individual users? Does the bulk order for a current item or a custom item require modification, new design or specialized colors, printing or assembly? Can the recipient manage their own distribution of a single large delivery? Does the buyer have ample credit with us for an order of this magnitude etc.?

In general, there are always efficiencies with bulk buying and we encourage our customers to discuss their expected needs with us whenever possible.

Damaged goods, Warranty and Returns processing

- Damaged Goods

We request that all shipments are expected immediately upon arrival for damage. Customers are asked not to sign delivery receipts, or to sign noting suspected damage, should a box arrive in a crushed or broken condition. We request that customers notify us immediately of any such situation so that we can resolve it immediately with the delivery company.

In the case of a box being received that looks in good condition, but the content is found to be damaged, we must be notified within 48 hours of delivery for the claim to be upheld.

If shipping damage has occurred, FlagHouse will immediately place an urgent re-order for the damaged item while taking steps to pursue a claim with the delivery company.

- Returns

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FlagHouse accepts any returned item free of charge within 30 days of purchase for a full refund, assuming the item is in resalable condition. If the product is returned because 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.

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.

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 for the credit.

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.

- Warranty

Most products have a warranty of one year, unless otherwise indicated in the catalogue. 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.

- Product Substitution

In certain instances, products are shown in our catalogues that become unavailable during the life of the catalogue or cannot be purchased within a timeframe acceptable to

FlagHouse Proposal

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our customers. In these situations, we will offer or provide a substitute product of equal or better quality.

If the substituted product is unacceptable to the customer, we will arrange for its return and account credit.

Special Order Requirements

- We can place orders on a future ship date to handle “Ship by” or “Do not ship before” requests.
- We can stage and consolidate the shipment of orders to reduce freight costs.
- We can combine like orders into one large order and generate one invoice but deliver the products to multiple “Ship To” addresses on the order. For example, if the Client organization wanted to order 100 basketballs, but have 10 basketballs delivered to 10 schools, we can handle that request through one order, the Payer account would receive one invoice, but we could track each delivery separately.
- We can place an order on *Hold To Complete* so the customer receives only one shipment when all items are available (reduces back orders).
- We can set the billing to *Bill When Complete*, so the Payer receives only one consolidated invoice after the last product (or order level) ships to the customer.
- We can reference the Clients organizations’ purchase order number as well as the FlagHouse order number on the packing slip and invoice.

Specific Product List

It is very simple for us to build product lists specific to customer needs. In the language of our IT system, any group of specific products or subset of a catalog is

FlagHouse Proposal

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called an Offer. FlagHouse currently manages several hundred of these Offers simultaneously. These product groups and selections serve many purposes, but most usefully allow us to offer our customers and clients specific product selections and pricing for their unique needs. Once an Offer has been established, it can also be made available to our user through unique access to our on-line web store.

Tab 7 – Pricing

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
 - Ø Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Ø Description
 - Ø Vendor's List Price
 - Ø Percent Discount to NCPA participating entities

- Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- Not To Exceed Pricing
 - Ø NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - Ø The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - Ø NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

SEE THUMB DRIVE



**PRICE PROPOSAL
REGION 14 ESC
16GBEVAB
RFP #19-19
ATHLETIC SUPPLIES AND EQUIPMENT
Expires: August 31st, 2022**

Bid Coordinator : Harry Lawson

Telephone:800-793-7900 ext 7589

Email:keyaccounts@flaghouse.com

Proposal Details:

- Your discount for items not on your Athletic Supplies and Equipment contract is 15% is based on our current PE & REC catalog and web price.
- Items with volume pricing will not receive additional discounts
- Shipping Charges: Free parcel shipping for this catalog discount proposal. For “truck” items, add 16% plus \$50 for total order (lift-gate service, inside or residential delivery may require additional charges).
- Cannot be combined with any other offer or special pricing

Exclusions to Discount:

Cannot be combined with any other offer, bid or contract pricing.

Standard shipping and handling charges apply.

Discount not applicable to CATCH®, Snoezelen®, TheraGym®

Project Adventure®, GestureTek®, OptiMusic®

Haley’s Joy, playground equipment and surfacing.

Tab 8 – Value Added Products and Services

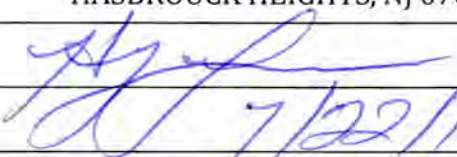
- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

SEE PROPOSAL

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	FLAGHOUSE
Print Name	HARRY LAWSON
Address	601 FLAGHOUSE DR
City, State, Zip	HASBROUCK HEIGHTS, NJ 07604
Authorized signature	
Date	7/22/19

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

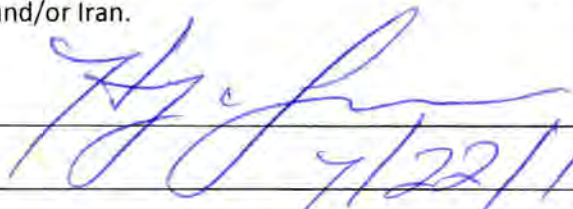
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date



7/22/19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	FLAGHOUSE INC
Address	601 FLAGHOUSE DR
City/State/Zip	HASBROUCK HEIGHTS, NJ 07604
Telephone No.	(201)329-7589
Fax No.	(800)734-2647
Email address	keyaccounts@flaghouse.com
Printed name	HARRY LAWSON
Position with company	BID SPECIALIST
Authorized signature	