

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Waterplay Solutions Corp., 805 Crowley Avenue, Kelowna British Columbia Canada V1Y 7G6 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** 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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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 Participating Entity 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 Participating Entity.

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

C. HOT LIST PRICING. At any time during this Contract, 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 Participating Entities.

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); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

B. **ASSIGNMENT.** Neither 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.

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

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. 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.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the 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 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 Participating Entities 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 Participating Entity order under this Contract, in default:

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

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.

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-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), or equivalent.

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 Professional 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

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.

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 list Sourcewell and its Participating Entities, 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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 Participating Entity 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 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.

22. CANCELLATION

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

Sourcwell

Waterplay Solutions Corp.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
Kerrin Smith
6192CC9B57C84A8...
By: _____
Kerrin Smith
Title: Vice President Strategic Growth and
Customer Experience

Date: 2/15/2021 | 10:33 PM CST

Date: 2/15/2021 | 1:23 PM PST

Approved:
DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 2/15/2021 | 10:44 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Waterplay Solutions
Address: 805 Crowley Avenue
Kelowna, British Columbia V1Y 7G6
Contact: Lynn Noel
Email: sales@waterplay.com
Phone: 250-712-3393 118
Fax: 250-861-4841
HST#: GST No. 819016399

Submission Details

Created On: Friday November 20, 2020 15:46:04
Submitted On: Tuesday January 05, 2021 13:13:40
Submitted By: Lynn Noel
Email: sales@waterplay.com
Transaction #: 91bd448c-52c3-424f-9fb1-4c820de85fb4
Submitter's IP Address: 207.6.250.89

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Waterplay Solutions Corp.
2	Proposer Address:	805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6
3	Proposer website address:	https://www.waterplay.com/en/
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 and, in the event of award, will be expected to execute the resulting contract):	Kerrin Smith Vice President Strategic Growth and Customer Experience 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 kerrin.smith@waterplay.com 250-712-3393 x126
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn Noel Executive Assistant 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 lynn.noel@waterplay.com 250-712-3393 x118
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shanley Hutchinson Creative Manager 805 Crowley Avenue Kelowna, British Columbia, Canada V1Y 7G6 shanley.hutchinson@waterplay.com 250-712-3393 x109

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>Creating global communities connected through play and social experiences is the purpose behind what we do at Waterplay Solutions Corp. (Waterplay). In 1987, we installed our first splash pad in the resort municipality of Whistler, British Columbia. Almost 34 years and many coats of paint later, this play space is still bringing joy and excitement to this community and we've been privileged to bring similar experiences to thousands more communities throughout North America and around the globe.</p> <p>Our projects include indoor and outdoor parks and recreation facilities, community spaces, housing developments, water parks, holiday parks, and other family-oriented attractions. We truly believe in what we do and the product we take to market. Our expert teams are positioned to support each of our projects throughout its lifecycle, from concept, through to installation, ongoing maintenance and future refurbishments. Our collaborative approach brings us all together to provide an exceptional result; a better, more socially just world.</p> <p>We understand that play isn't simply a childhood pastime; but rather, play is a human right that builds the integrity of our future leaders, the critical thinking of our budding engineers and the compassion and empathy of our civil servants. When we play, we discover who we are, who we can be, and, even more importantly, who we might aspire to be.</p> <p>Our team is made up of passionate play advocates who drive our vision forward through research-based, forward-thinking product design and outstanding customer service. As a global manufacturer we listen to the market first so that we balance innovation with necessity—delivering a superior offering that crosses cultural boundaries, sets the bar for quality and safety standards, and, above all else, sets the stage for free, unstructured play for all ages and abilities to learn, grow and connect within spaces where imagination and courage make anything possible.</p> <p>Our work culture is important to us and at the heart of that culture is a set of strong core values that guide the decisions we make from the people and partners we choose to play with, to the suppliers selected and the markets we service. We believe in a collaborative corporate culture that cultivates learning, growth, creativity, fun and innovation. These core values are embodied as I CARE and form the foundation of our business.</p> <p>Innovation - We challenge conventional notions of how things have been done before and look for creative, unexpected approaches. We embrace technological advancements and use them to create meaningful points of difference in our processes, products and services.</p> <p>Commitment - We believe that every task we undertake is important and deserves our utmost commitment. We are remarkable people that take pride in our work and the exceptional quality and service we deliver.</p> <p>Attitude - We believe that with a positive, fun and energetic attitude, anything is possible. We embrace change, seek opportunities for growth and encourage continuous improvement.</p> <p>Respect - Our teamwork is fueled by mutual respect. Teamwork is critical to our success. We work together to help each other, sharing in our successes and our mistakes to learn and grow.</p> <p>Equality - We promote an environment of equality that invites collaboration. Everyone's contributions and ideas are valued.</p> <p>Waterplay has been a pioneer in the splash pad industry and has continued to expand the breadth and depth of its product offerings to meet the growing demands of our customers. We are continuously advancing our design, engineering and manufacturing capabilities and growing our team of experts throughout North America.</p>
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8	What are your company's expectations in the event of an award?	<p>The Sourcewell contract is an opportunity for Waterplay and our North American dealer partners to work directly with municipalities and other Sourcewell entities while streamlining the procurement process. By promoting the Sourcewell purchasing option, we can provide our public customers with the assurance that they are purchasing products and services at the most competitive rate without engaging in a lengthy public bidding process that may not meet the needs of their community. Waterplay has built strong relationships with municipalities across North America through our participation in national events, educational sessions, engagement either through our direct sales or distribution channels, and our active marketing efforts targeted to this market segment. However, many of these customers still feel they need to go through a public tender process. The Sourcewell Contract will afford us the opportunity to promote to our municipal customers that they can purchase Waterplay products and services with the confidence that we have been thoroughly vetted through the Sourcewell selection process and found to be a competitive offering in terms of quality, service, support and price. In the event of an award, Waterplay will fully leverage this purchasing alliance to the benefit of Sourcewell, its members and Waterplay.</p>	*
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Waterplay first entered the market in 1987 under the name LA Systems with a Waterplay product line to compliment the irrigation services already offered by LA Systems. In 1999, the company was formally incorporated as Waterplay Manufacturing Inc., followed by the incorporation of Waterplay Solutions Corp. (WSC) and WMI Manufacturing Corp. (WMI) in 2009, collectively referred to as the Waterplay Group of Companies.</p> <p>Waterplay's 2019 Financial Statements, plus copies of certificates of incorporation for WSC and WMI have been included in the attachments.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>Waterplay's US share of the aquatic recreational equipment market is currently estimated at approximately 25%. Our Commercial Team is aggressively pursuing growth in this market through our targeted marketing efforts, our specification strategy, recruitment of highly qualified dealers and expansion of our sales network.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>Waterplay's Canadian share of the aquatic recreational equipment market is currently estimated at approximately 40%. We have a seasoned dealer networks that spans the country and are continuing to invest in growing this market.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Waterplay has never petitioned for bankruptcy protection.</p>	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Waterplay is best described as a manufacturer and innovator of aquatic recreation structures and equipment with the highest industry standard in quality, service and safety.</p> <p>Waterplay's primary model delivering sales, service and support to the municipal market in North America is through our qualified dealer network. These dealers are independent third-party companies that represent Waterplay's products under a contractual arrangement. Each dealer is managed by a Waterplay sales representative and internal support network that delivers training on designing exceptional spaces and the technical aspects of the products and services offered, assists them in marketing and developing a compelling sales message, provides supporting materials for marketing, quoting and installing the products, and supports them in their consultative selling efforts. Our dealers are directly engaged with the local communities in which they live and work. As such, they are able to develop strong relationships with the municipalities, local contractors and technicians enabling them to provide local service and support. Most dealers will enhance Waterplay offering by adding installation services, park commissioning, ongoing park maintenance, and customer training, or some combination of these value added services.</p> <p>The objective of the arrangement between Waterplay and its dealer network is to create a mutually beneficial business experience that offers the customer the advantage of having products and services supported by an engaged and committed manufacturer and a local support structure delivered by the dealer.</p> <p>In areas where Waterplay does not have a qualified dealer, a Waterplay direct sales representative manages the territory and business development efforts.</p> <p>If Waterplay is awarded the Sourcewell contract, purchasing of products and services identified within the contract by Sourcewell members will be contracted directly with Waterplay and Waterplay will be responsible for satisfying the obligations under the Sourcewell contract.</p>	*

14	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.	<p>Waterplay is not required to hold any specific licenses and certifications in pursuit of the business contemplated by this RFP.</p> <p>Waterplay does hold the following certifications:</p> <ul style="list-style-type: none"> • Certified Woman's Business Enterprise – WEConnect International (expiry May 2021) • ISO 9001:2015 Quality Management System (expiry August 2022) • ISO 14001:2015 Environmental Management System (expiry August 2022) • Waterplay's manufacturing arm, WMI Manufacturing Corp. also holds both above ISO Certifications. <p>Although there are no formal certifications associated with ASTM (American Society of Testing Methods - a universal safety certification authority), it is worth noting that Waterplay is an active participant in ASTM and was part of the establishment of ASTM standards specifically related to the splash pad industry. All products and features are designed to meet these standards.</p> <p>All certificates referenced above have been included in the attachments for verification.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has applied to Waterplay Solutions Corp.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Nominated for the CWB Association Productivity Award 2020. Awards have been postponed due to COVID until 2021. This recognition is presented to a company that has made an investment and conscious effort to increase efficiencies and productivity of its operations.</p> <p>Waterplay Splash Pad in Shrewsbury's Quarry Park in the UK was named a 2017 Dream Design by Aquatics International Magazine for our play space titled "Darwin's Island of Adventure" was one of 10 destinations worldwide honored in the annual showcase for excellence and innovation in aquatic facility design.</p> <p>Our Activity Towers product line was named a Most Valuable Product (MVP) by Aquatics International Magazine. Released in 2016, Activity Towers is an innovative system of elevated play structures that provide an exciting aquatic adventure for the whole family.</p> <p>Recognized in the 2016 Aquatics International Dream Designs for its activity structure at Garside Pool in Las Vegas, USA.</p> <p>Waterplay's President Ranked One of Canada's Top Female Entrepreneurs, May 2016. This is the country's largest celebration of entrepreneurial achievement by women. The rankings published by PROFITguide.com and Canadian Business Magazine are based on the size, growth rate, and profitability of each business.</p> <p>Our spray pad at Splesj Water Park in the Netherlands was chosen as a 2015 Dream Design by Aquatics International Magazine. This unique zero-depth play space qualified as one of the top ten aquatic facility designs in the world, as selected by the popular industry magazine.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Over the past 3 years 70% of our sales are to the Government Sector. This includes sales to Municipalities, Parks and Rec and Aquatic facilities across North America.	*
18	What percentage of your sales are to the education sector in the past three years	Over the past 3 years 12% of our sales have been to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Waterplay Solutions Corp currently has a valid Vendor Agreement with the HGACBuy. This contract was awarded in the fall of 2020 (we were previously awarded this contract in 2018 as well) We have processed approximately 1 million dollars through the contract annually since 2018.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Patton Mill Park, Village of South Elgin, IL	Kim Washer	847-622-0003	*
Livonia Recreation Center, MI	Stephanie Manoogian	734-466-2925	*
Community Park, City of Mt. Washington, KY	Sheryl Paxton	502-583-4216	*
Princeton Park Splash Pad, Hoffman Estates, IL	Dustin Hugen	847-285-5465	
The Ridge, Littleton, CO	Derek Eberhardt	303-409-2100	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
Municipal Customers	Government	Texas - TX	Scope of work summary for the Municipal projects sold in Texas over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$2,445.00 - \$238,000.00	\$2,000,117.42
Municipal Customers	Government	Colorado - CO	Scope of work summary for the Municipal projects sold in Colorado over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$1,135.00 - \$455,995.00	\$1,474,164.05
Municipal Customers	Government	Washington - WA	Scope of work summary for the Municipal projects sold in Washington over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$1,595.00 - \$384,450.00	\$1,262,177.66
Municipal Customers	Government	Virginia - VA	Scope of work summary for the Municipal projects sold in Virginia over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$3,835.00 - \$257,585.00	\$1,212,956.10
Municipal Customers	Government	North Carolina - NC	Scope of work summary for the Municipal projects sold in North Carolina over the past 3 years: Activity Tower, Ground Sprays, Water Features; Toddler Features, Large Dumping Buckets, Interactive Features, Water Cannons, Activators, Manifold, Controller, Water Treatment Systems and Drains.	\$23,410.00 - \$271,405.00	\$1,077,603.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	<p>Waterplay Solutions has been continually in business for 30 years, and as the originators of the splash pad concept have a well-developed, multilayer sales and service model to support our clients' needs on a global scale. To service our clients in the United States and Canada we offer the following structure with our sales organization:</p> <p>Vice President of Strategic Growth and Customer Experience - Located in Seattle, USA Director of Sales – Located at Waterplay's corporate offices in Kelowna, British Columbia. Customer Service Manager - Located at Waterplay's corporate offices in Kelowna, British Columbia</p> <p>Responsible for the overall strategies and management of the following sales force:</p> <ul style="list-style-type: none"> • Regional Sales Managers (RSM's) – Located within 4 key territories in the USA and 2 key territories in Canada, a team of 6 RSM's are responsible for sales through all channels in their territories. Channels comprise of direct sales, a dealer network, key accounts, and contractors responsible for the design and installation of splashpad construction. The sales teams are 100% focused on customer interaction and engagement in a consultative sales process. An internal team of marketing, customer service, designers, landscape architects and engineers support the sales team and supply them with all the necessary collateral and supporting documentation to service our customers in a world leading manner. • A dedicated training and development manager is focused on maintaining the highest level of knowledge through a comprehensive training program at the Waterplay Academy. This resource is available to our entire sales organization and dealer partners. • A Design and Specification Manager – located in the North American market to facilitate specification of Waterplay product at specifiers such as Landscape Architects, Aquatic Designers, Architects, Pool Builders and designers, Dealers. This dedicated resource works through the specification process and once the Waterplay product is specified, the project is handed off to an RSM who will be responsible for managing the project throughout the value chain until it is successfully installed at the end user. • Customer Service Representatives (CSR) – The four CSR's are in Waterplay's corporate office and their role is the direct administrative support for the entire sales organization and dealer network. The volume of new projects Waterplay is actively working on exceeds \$75 million per year globally with approximately 50% of that coming out of North America. With this kind of volume, the team of CSR's are integral in ensuring that Waterplay can provide the fastest and most accurate turn-around of projects for our clients. In addition, Waterplay's ISO 9001 certification ensures that our processes are regularly audited for efficiency, accuracy, and ongoing improvement. This rigor helps us to deliver the best customer experience to your members. • Technical Service Representatives (TSR) – The four TSR's are in Waterplay's corporate office and are responsible for technical support for our sales organization, dealers, and customers in the pre-sales stage of the process. TSR's develop the necessary technical collateral and drawings to facilitate in the smooth development of the design. They are always available to assist in any technical, installation or operational issues should they arise in the field. • Project Service Representatives (PSR) – The two PSR's are responsible for supporting projects post installation. They work with splash pad owners to identify and deliver any spare parts that may be required on the Waterplay installation. They are also available to assist in Water Treatment Consultation to customers should this be required.
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24	Dealer network or other distribution methods.	<p>Waterplay has the most mature (length of tenure working with Waterplay) dealer network in North America today. Our partners go through a vigorous vetting process before becoming a dealer and must demonstrate values that are similar to Waterplay's while achieving the highest standards possible for customer service and support. Once they become a dealer, they must partake in extensive training on our products and services which include not only face to face in the field with our RSM's but also with bi-yearly mandatory training at our manufacturing facility. As these partners are the face of Waterplay to many of our clients, Waterplay takes great care in the continual coaching of them to improve their knowledge and presentation of our products.</p> <p>Waterplay has dealers in territories where the dealer has exclusive rights to sell Waterplay products. In return, dealers do not represent similar products to Waterplays and are exclusive to our company products in our industry segment. Waterplay continually develops leads for our dealer partners and the RSM's assist the dealer in developing the sale and closing it out. RSM's work closely with the dealer's sales organizations in coaching and training them to learn more of our products and the implementation of our technologies and sales tools. RSM's will accompany dealer salespeople into various customers types and market segments to assist in the sales process and to coach. Chief amongst these activities is the Waterplay RSM's development of their territories public sector clients to whom they would introduce dealer reps.</p> <p>Our current 22 Dealers service our North American Market together with support from the Waterplay Regional Sales managers (sales representatives).</p> <p>Please see the attached Dealer Network and Support Map North America</p>
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25	Service force.	<p>Waterplay has an extensive (18 persons) full-time, directly employed service force in our corporate headquarters which is comprised of the following structure;</p> <ul style="list-style-type: none"> • Design and engineering (including water treatment system design) • Project support (pre and post-sale) • Creative Department <p>Design & Engineering</p> <p>The heart of Waterplay's product development lies in our design and engineering department. A 6-person, mixed disciplinary team made up of mechanical engineers, industrial designers and machinists with expertise in water management, industrial control/automation and structural design. This team works closely with all Waterplay's departments as well as the biggest national aquatics design firms to bring the absolute best products to the market. Their collaborative approach to design allows Waterplay to stay ahead of our competition and offer our clients the quality and value products while meeting or exceeding the strict standards of ASTM and the Model Aquatic Health Code for North America.</p> <p>Project Support</p> <p>Waterplay takes pride in having the best pre- and post-sales service team in the market. We have a team of four pre-sales and two post sales project support staff in our Corporate office that are a mix of Civil and Mechanical Engineering Technologists and Engineers. This team works in conjunction with the Sales team, our dealers and end users to ensure that all our projects are properly designed for maximum play value and safety considerations. They regularly interact with municipal civil works departments and their architects, landscape architects, engineers as well as local health authorities to ensure that all aspects of the project have been properly considered. Once the client has ordered their equipment from Waterplay, this same team has pre-construction calls with the general contractor and any subcontractors to ensure they understand exactly what is needed for a successful installation. This team assigns a dedicated person that follows through with this group up to the point where the facility is commissioned and turned over to the client. Once the project is turned over to the client, a handoff is made to the post-sales project support team for ongoing service and support throughout the life of the project. With a 25-year structural warranty on our stainless steel and weldments, Waterplay uses a state-of-the-art Customer Relationship Management (CRM) system to track every project from cradle to grave giving us an un-paralleled ability to seamlessly support any client's project for the years to come; a definite value-add for Sourcewell members.</p> <p>Creative Department</p> <p>Waterplay's creative department is comprised of staff with dedicated disciplines that cover product design, traditional marketing, social media marketing, trade shows as well as 3D graphic artists, landscape architects and software design. Understanding that we live in an ever-changing world, the marketing disciplines focus on traditional print, website marketing, social media campaigns and targeted electronic campaigns. They provide the necessary tools to enable Waterplay's sales force to get our message out and Waterplay's award as a Sourcewell approved vendor would be campaigned to all applicable sectors aligned and supporting the contract. Our dedicated trade show coordinator is responsible for the design and execution of every Waterplay Corporate attended trade show in addition to all the regional shows our North American dealers attend with the support of their dedicated RSM.</p> <p>Our 3D graphic artist's team is responsible for creating our photo realistic project renders that many municipalities have come to rely on for their public open houses. Their ability to illustrate what the splash pad will look like in the municipality's space is uncanny in its realism and helps the municipality gain the public's approval to move projects forward. Please see Appendix 7.0 for examples of our municipal 3D park renders. This same team is also responsible for the development of our Waterplay Interactive facility design software discussed in the value-added attributes section of this RFP response (see examples of the design software #D output and our 3D artists outputs attached)</p> <p>Our in-house designer on the Creative Team is responsible for new product ideas and improvements to existing products. Working in collaboration with our 3rd party, contracted designer in Europe and his team, Waterplay presents new products and concepts at all the key North American trade shows including the NRPA, ASLA, IAAPA and WWA shows. These new designs are also rolled out across the country at regional shows and through direct client meetings.</p>
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26	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 is focused exclusively on servicing the demands of our sales team and the customers they service. The customer service team is comprised of 3 functions, each with specific Service Level Agreements (SLA's) which we track, monitor, and adjust to continuously improve our customer service deliverables.</p> <ol style="list-style-type: none"> 1. The Customer Service Reps (CSR's) develop and produce quotes and all associated collateral required to move an order forward 2. The Technical Service Reps (TSR's) develop all the technical drawings in CAD (2D) and answer and support any technical enquiries to move the order forward 3. The 3D artists render a splashpad in 3D base on the brief from the customer <p>The SLA's, for the customer service team are as follows:</p> <ul style="list-style-type: none"> • Quote = 2 days • Quote + 2D = 4 days • Quote +2D + 3D = 7 days (this includes any custom design packages) <p>The Customer Service Team (CSR, TSR and 3D) work in defined "pods" with an individual salesperson. The pod works together on all projects from initiation to conclusion. The pod is measured on the revenue target of the individual salesperson they are responsible for and are incentivized on obtaining that revenue target. This ensures that the entire team is focused on delivering the successful fulfillment of each order and that the service to our customers, from the entire team, is world-class from every member of the team.</p> <p>NOTE: Our Waterplay Interactive facility design software will allow for a project to be designed in front of a customer in real time, producing a preliminary quote, 2D layout and 3D render complete with multiple views, and fly through without going through the above quoted timelines.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Waterplay is dedicated to delivering our products and services in a very professional, efficient, and world-class manner to all Sourcewell participating entities in the United States. We are willing to devote all our resources to the promotion, sales, and support of the Sourcewell contract to our customer base in the US to ensure that this contract is available, understood, implemented, and utilized as our primary purchasing tool in our markets. All employees at Waterplay who will interact with this contract will be fully trained in and have a full understanding of the Sourcewell contract to be able to access it when required and assist our customers to always utilize its benefits.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Waterplay is dedicated to delivering our products and services in a very professional, efficient, and world-class manner to all Sourcewell participating entities in Canada. We are willing to devote all our resources to the promotion, sales, and support of the Sourcewell contract to our customer base in Canada to ensure that this contract is available, understood, implemented, and utilized as our primary purchasing tool in our markets. All employees at Waterplay who will interact with this contract will be fully trained in and have a full understanding of the Sourcewell contract to be able to access it when required and assist our customers to always utilize its benefits.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Waterplay Solutions Corp. does not have any restrictions that would limit us from being able to fully serve the Sourcewell contract.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Waterplay can service all participating entity sectors on the Sourcewell contract. We have a full national presence in both the USA and Canada, and we have no other purchasing contract that limits our ability to promote the Sourcewell contract.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Waterplay does not have any contract requirements or restrictions to servicing Sourcewell participating entities in Hawaii, Alaska, or any US Territory.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Waterplay plans to promote the Sourcewell contract to our customers in multiple ways:</p> <ul style="list-style-type: none"> - Sourcewell logo and link with promotional content on company website - Sourcewell Logo and link in North American Sales Team e-Signature - Posts on social media channels and blog featuring Sourcewell link and promotional content – North American targeted - Sourcewell logo and link in Sales proposal document – for use in North America - Dedicated Sourcewell selling aid to support knowledge of contract outside the organization - Sales Team strategy to offer Sourcewell as primary procurement method for government and educational customers - Dedicated presentation slides and webinars that outline the benefits of project procurement using Sourcewell <p>Attachments: Marketing Plan - Aquatic Play Equipment Catalogue Marketing Plan - Example Sourcewell Selling Aid</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Waterplay is well positioned in the digital world for marketing effectiveness through:</p> <ul style="list-style-type: none"> - A high ranking, established website domain backed by a solid SEO strategy using content, keywords and strategic placement - Consistent SEM campaigns using Google Adwords, keywords, geographic targeting and retarget marketing strategies - Established social media channels featuring regular promotional and information-based content through key social media channels and blog posts <p>On the backend, the Waterplay Marketing Team uses a leading marketing automation tool which allows us to closely track the actions and conversions of our multi-platform marketing campaigns and create touchpoints with automated follow-ups with curated content based on customer needs. 2021 will see Waterplay further develop and refine our digital footprint with a new website, a more targeted and dynamic digital media strategy and increased media promotion across multiple platforms led by a specialized digital strategist role.</p> <p>Waterplay are employing a Digital Marketing Strategist within our Kelowna business in January 2021 who will have the exclusive responsibility of enhancing, leading and developing our digital footprint. Our objective is to develop a much broader awareness of Waterplays products and services through a stronger digital platform and presence.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our desire with a partnership with Sourcewell is that we are featured by Sourcewell as an approved vendor that has been vetted and meets the high standards and strict criterion set by Sourcewell. We trust that Sourcewell will facilitate a simple and clear process for clients to procure our products.</p> <p>The Waterplay Sales Team will promote Sourcewell on all government and educational projects as the primary and preferred procurement method. This strategy will begin at the onset of customer engagement in our needs analysis stage. The Sales Team will be supported with documentation promoting Sourcewell and its advantages to the client throughout the sales process, including selling aids as well as a feature page in our corporate project proposal. In addition, all Waterplay's North American distribution partners will be trained regularly on advantages of using Sourcewell and follow the same process as described above.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>To ensure the success of the project, Waterplay products are best sold through a consultation process which includes a team of Waterplay experts dedicated to supporting the key decisions that must be made at critical times through the design concept, design and shipping phases of the project. As a strategic decision, Waterplay has not currently make our products available through an e-procurement ordering process at this time but will continue to evaluate future opportunities.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Waterplay has a formalized training division within the company called the Waterplay Academy. This division is responsible for the creation and administration of company authorized training programs and presentations to ensure that our internal teams, partners, and customers are thoroughly educated in our products, procedures, and best practices. In addition, we also provide CEU-certified educational training for professional architects, landscape architects, engineers, and installers throughout North America to earn learning credits toward their professional designations.</p> <p>Our formalized training and education includes:</p> <ul style="list-style-type: none"> - Product knowledge - Working with Waterplay – product and processes - Splash pad and play pool design - Play theory and space design application - Planning for inclusion and diversity - Product installation - Product maintenance - Water management best practices - Project lifecycle and refurbishment – post installation <p>Both Waterplay training and access to our company resource center, (a public repository for our product and design documentation), is free of charge. We will add a Sourcewell procurement learning module to our training in future.</p> <p>In addition, Waterplay offers specialized on-site installation and start-up training—this in-person training is delivered by a member of our technical support team. The cost to the customer is determined on an as-required basis dependent on the scope of training needed. We also offer this service free-of-charge via remote video conferencing.</p>
37	Describe any technological advances that your proposed products or services offer.	<ul style="list-style-type: none"> - Realtime, application-based design support and industry-leading play space design technology: exclusive to Waterplay, the Interactive Concept Designer is a software that allows our customers to create play space concepts and generate 2D drawings and 3D artwork within minutes, from any location in the world, ensuring the fastest design and documentation support and turnaround in the industry (please see an example attached) - Advanced feature mounting systems with playPHASE™ and playCONNECT™: Waterplay's play lines use our exclusive playPHASE™ and playCONNECT™ mounting systems to ensure simplified installation, easy ongoing maintenance, and to allow for uncomplicated future expansion and reinvention throughout the lifecycle of your project. Speed up installation by pouring concrete first while the play equipment is shipping, reduce park downtime due to maintenance by removing features and capping the waterlines to keep the rest of the space up and running, and use our playPHASE™ ground sprays as placeholders for future expansions in master planning. - Remote water management access and monitoring through our smartPLAY™ Controller with smartACCESS™: Allow maintenance teams to monitor and control the programming of multiple parks from their laptop, tablet or phone—reducing on-site maintenance and operation costs and facilitating real-time responses to park needs. - Industry 4.0 optimized manufacturing facility: Waterplay has adapted our production facility to include automation and data exchange in our manufacturing efforts and processes. Examples of this are an in-house CNC bending machine and a robotic welder—both have allowed us to increase production efficiency through a streamlined production process and comprehensive information streams, resulting in a more sustainable production process and faster lead times. - Year-round, advanced product testing facility: our large, indoor/outdoor product testing facility features full water management functionality and is fully configurable to test one feature at a time or create splash pad configurations featuring multiple products, from freestanding water play features to activity towers. Having a year-round testing facility allows us to put our product through rigorous testing trials and gives up the ability to invite user test groups to validate our product theories throughout the product development process. - Advanced quality management systems in production: for fast and accurate shipments Waterplay uses an advanced, digital barcoding system to control all incoming and outgoing inventory in real-time—ensuring our shipments are received on-time and in full. - Online-based training and learning programs offered through Waterplay Academy: All learning and service-related programs are offered digitally to support at-home and long-distance learning.

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>As an ISO 14001 certified organization we are continuously looking at ways to reduce our impact on the environment.</p> <p>PRODUCT DESIGN AND PRODUCTION Waterplay uses recyclable material in product development and focuses on durability when selecting new material to ensure a long lifecycle with minimal maintenance requirements. We consider our material usage during product development to reduce the amount of material needed overall, and plan for any amount that may be unused, preparing to reuse or recycle it. These efforts are further supported by our Industry 4.0 manufacturing methods and equipment which allow us to run our production line efficiently in-house.</p> <p>SHIPPING AND INSTALLATION In 2016 Waterplay evaluated and redesigned our entire product line with consideration to play value and sustainability. We were able to reduce the weight of our product by 40% to reduce the environmental impact of shipping as well as lessen the need for heavy machinery during installation and move to a man-powered approach where possible—effectively reducing our carbon footprint overall.</p> <p>WATER MANAGEMENT As a manufacturer of water play equipment, we strongly consider water consumption and responsible administration of this precious resource in all our designs, from the products we create to the entire splash pad eco-system. We design products with low flow rates and promote on-demand water activation coupled with a recirculation system to encourage that water is used with conscientiously, and with minimal loss.</p> <p>ONLINE LEARNING AND SUPPORT All learning and service-related programs and support are offered online to reduce the need for site visits and in-person learning when not required.</p> <p>THE FUTURE We are committed to being an environmentally responsible company and know that sustainability is not a project with a beginning and an end, but an active goal that requires us to constantly reassess our current procedures and seek out new opportunities. We currently work with ISO as well as education faculties and industry experts to learn how we can continue to improve our carbon footprint through our products and our processes.</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.	<p>Waterplay solutions is an ISO 14001 certified organization in good standing. This certification ensures that our organization considers internationally recognized sustainability standards to reduce the environmental impact of our growth. *See attached ISO certificates.</p>
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.	<p>Waterplay encourages diversity and inclusion in our workforce and is a certified woman-owned business through WBE Canada. - WBE Certification – Membership No. 1000001103</p> <p>Attachment: Certificates - WBE Certification</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Research-based aquatic play design: to achieve our product development goals our product research teams work with academic entities to assess play value and materials, as well as leading play space design experts. Waterplay then validates the potential play outcomes and opportunity for inclusion using age and skill appropriate test groups. This diligence in design ensures that Sourcewell participating entities receive industry-leading, high quality product in their play space designs.</p> <ul style="list-style-type: none"> - Rigorous product testing: all Waterplay product designs are tested for durability against repetitive wear and tear, misuse and vandalism, ensuring only the most durable materials and strongest constructions make their way into the market. Sourcewell participating entities can be confident in the quality and safety of Waterplay products. - Corporate culture and product design rooted in inclusion and diversity: Waterplay's core purpose is to connect the world through play and social experiences. When we look at a community play space we see it as an opportunity for people from all walks of life to collaborate, making the world a healthier, happier place, one park at a time. Our corporate culture actively seeks out opportunities to invite inclusion and diversity into our workforce and ensures that these voices are heard, valued and considered in our decision making. We are confident that diverse influences make us better positioned to deliver an outstanding product. - Adaptable Mounting Systems for ease of installation, maintenance and future refurbishment: our playPHASE and playCONNECT feature mounting systems are designed to be adaptable at any stage of your project, meaning you can phase your installation, change or remove product throughout the project lifecycle, perform maintenance easily without affecting operation, and plan for future refurbishments without costly changes to infrastructure. - Project lifetime support: Waterplay supports a project from early planning stages through to the end of its lifecycle—if its in the ground, we're here to help. Our first project in Whistler, British Columbia, installed in 1987, is still up and running and bringing joy to the community, and we're still happy to provide technical support whenever we can. - Waterplay Interactive Concept Designer: exclusive to Waterplay, the Interactive Concept Designer is a software that allows our customers to create play space concepts and generate 2D drawings and 3D artwork within minutes for fast design and documentation support for Sourcewell participating entities. - Specification design and support: Our Design and Specification Team provides access to top tier aquatic designers and engineers, and architects and landscape architects throughout North America for exceptional play space design. - Adherence and commitment to industry standards: Waterplay is an ISO 9001 and 14001 certified organization ensuring high quality processes and dedication to sustainable business systems and methodologies. In addition, our product designs and development adhere to ASTM and CSA standards with a focus on inclusion and safety.
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Waterplay offers a comprehensive warranty that covers various aspects of our products, materials and parts. Although our standard warranty agreement (refer to Waterplay Warranty in the attachments) states that labor to address issues is not included, it is our practice to work in partnership with our customers to evaluate each situation and arrive at a mutually agreeable resolution. Where applicable, this may result in a cost sharing arrangement or in some cases, Waterplay will cover all costs associated with the warranty repair.</p> <p>Where a Waterplay dealer is involved in the customer relationship, they will also provide local support for troubleshooting and warranty repairs, expanding our service reach.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Vandalism and inappropriate use of the products (e.g. skateboarding on a slide, baseball bat to a feature, etc.) may nullify Waterplay's warranty. There are water quality, environmental aspects and installation requirements which may also affect coverage. These are clearly noted in the terms and conditions of the warranty.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage are not covered as per our standard warranty agreement. However, it is Waterplay's customer service approach to work closely with our customers to review the specific circumstances, impact of the repair and cause of the warranty issue with the goal of reaching a mutually beneficial outcome.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty repairs, service and maintenance of Waterplay's products does not typically require a certified technician. Waterplay's Product Support Team works remotely with onsite maintenance personnel, or in more difficult situations special technicians, to provide guidance and direction on troubleshooting and repairs as required. This approach has proven effective globally. Where available, our local dealer representatives will also provide support.
46	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?	<p>If Waterplay has integrated another manufacturer's parts into our product, Waterplay will cover these items under the Waterplay Warranty for that product, in most instances offering a better warranty for the completed product than is offered to us by the component manufacturer. Waterplay takes full responsibility for the troubleshooting, service and support and will work directly with our supplier to address any deficiencies.</p> <p>If Waterplay has included other manufacturer's products as part of our total solution (e.g. surfacing, shade, etc.), we will include the OEM's warranty terms during the proposal and project award. Waterplay will service and support this in so far as we will maintain the point of contact with that OEM and assist the customer in addressing any issues with the OEM</p>
47	What are your proposed exchange and return programs and policies?	Waterplay product is typically built to order and reflects the specific colour and graphic choices of the customer. If the customer cannot take the order, part of the order, or would like to exchange a feature, Waterplay will accommodate this request as long as the items returned are undamaged. Within our agreements, we maintain the right to charge up to 20% restocking fee to cover the cost of rework that may be required to re-sell the product. It is our practice to work with our customers on a case-by-case basis to try and minimize any fees.
48	Describe any service contract options for the items included in your proposal.	Waterplay provides telephone support and parts for the life of the project. In addition, we provide updates and training on maintaining your park, performing winter shutdowns and spring start ups, and servicing features. Waterplay's dealer network is encouraged to establish service and support contracts directly with their local customers or to assist them in establishing relationships with qualified service organizations. Waterplay does not offer service contract options directly.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Waterplay will offer Sourcewell members terms of 100% net 30 days from product ship date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Waterplay has partnered with a company, Marlin Capital Solutions, to provide competitive, tax-exempt financing options specifically targeted to the municipal market. This option will allow Sourcewell members to finance aquatic recreation equipment, delivery, installation, surfacing and insurance customized to meet the financial needs of the members. Marlin's services are offered in both Canada and the United States. Additional information has been included in the attachments - Selling Aid-Waterplay-Finance-Municipalities.
51	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 participating entities' purchase orders.	In States and Province's where Waterplay is represented by an authorized dealer, the customer will work directly with the dealer on the project design and quoting stage, with support from the Waterplay internal team to ensure that all pricing quoted is reflective of the Sourcewell contract. This approach will provide the municipality with the advantage of having access not only to Waterplay resources but also to those resources offered by the local representative. However, all purchasing will be conducted directly through Waterplay in order to ensure that the Sourcewell requirements are honoured and to facilitate tracking and reporting to Sourcewell administration. Waterplay will clearly define all purchase orders as Sourcewell noting the Sourcewell member information, products purchased and total values associated with the agreement. These will be tracked and reported to the Sourcewell administration quarterly along with remittance of the Sourcewell administration fee.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Today, Waterplay does not accept the P-card procurement and payment process. If Sourcewell's members value this payment option for lower dollar transactions, Waterplay will consider offering this payment option should we be awarded the Sourcewell contract.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	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.	In partnership with our local sales representatives, who service our customers directly and through our dealer network, Waterplay works closely with each customer to provide unique solutions to our customers specific projects. We pull in the best resources for the best price available for each project. Waterplay may not always be the lowest-priced provider but will prove to be the best value provided. Best value considers: <ul style="list-style-type: none"> • Life Cycle: how long will the product last in the field • Total cost of ownership • Durability • Ease of Installation • Maintenance • Warranty Policy • Past performance with government markets • Customer service response time We believe Waterplay offers the best value solution to the marketplace. Waterplay's pricing model will be a percentage discount off our published MSRP catalog price. *both US and Canadian MSRP price lists are attached.

54	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.	We are offering an (11) eleven percent discount across the board on all SKU's from our current MSRP price list. Please find attached both our USD and CAD MSRP price Lists.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Waterplay will offer a (12) twelve percent discount off our MSRP list price for all Waterplay manufactured products for orders over \$100,000 in equipment. Volume rebate programs will be considered on a case by case basis with the Sourcewell member. Waterplay would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given	*
56	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.	Waterplay local sales representatives and dealers work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with Waterplays 3rd party product suppliers to propose applicable sourced products/equipment and service to provide a turnkey project. Sourced product/equipment and related services will be quoted on a cost plus basis not to exceed 25% margin.	*
57	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.	Bonding is not included in pricing. If bonding is required the cost of 3% of the purchase order total payable to Waterplay. Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To provide the best service to our customers at a reasonable price, Waterplay custom quotes freight charges for each order based on the product mix chosen, destination and any customer requested special delivery requirements. This quote includes the carrier costs as well as fees for packaging and handling that Waterplay does not include in the purchase price of the product. All freight quotes are held for 30 days and are considered firm at the time of order unless any of the original parameters have been changed by the customer after the order is placed. Once an order is confirmed, Waterplay will provide an estimated ship date and ETA to site. This will be communicated in writing as part of Waterplay's order confirmation process and firmed as the delivery date becomes closer. Delivery of Waterplay product shall be either FCA Origin for all truck deliveries, or CIF Destination Port for all marine shipments. All products will be carefully wrapped and packaged to mitigate loss or damage during shipment, to facilitate loading and unloading, and to meet local regulations for import. All shipments must be inspected upon delivery and any damage, errors or omissions are to be reported to Waterplay and the transport company within 48 hours of receipt of goods. Waterplay will work with the customer to address any unique transportation requirements that may arise from time to time to source the best option to meet the customers' needs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Waterplay follows the same process as described in our response to Question 58 and has experience shipping throughout Canada, to Alaska and Hawaii as well as numerous offshore locations around the world. Some countries require unique packaging or special processes before allowing entry of the goods. Waterplay addresses these requirements within our standard practices.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Waterplay product, due to its size and creative shapes, presents shipping challenges. We take extra care in the way we package our product using a combination of protective materials, easily identifiable boxes, crates, and pallets to reduce shipping damage and lost items. This approach also simplifies the offloading process once it reaches destination and provides the receivers/contractors with clear instructions. We also recognize that not all projects are the same and can offer flexible, competitive alternatives to meet the unique needs of our customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	As orders are received and submitted into our order processing system, they will be tagged as Sourcwell contract orders. The Sourcwell discount code will be keyed on the order alerting our accounting team to verify the order has received the proper pricing. Should Waterplay be awarded the Sourcwell contract, we will establish a clearly defined process for ensuring that our obligations to this contract are met. This will include the creation of a dedicated Sourcwell identifier in our CRM quoting systems. A reporting and tracking report will also be created to capture all sales conducted under the contract including information on the member, products/services sold and pricing. This report will be provided to the Sourcwell administration quarterly along with the remittance of the agreed upon administration fee.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Waterplay is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding feeds and taxes)

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>EQUIPMENT</p> <p>There is a lot more that goes into a play space than just play. At Waterplay our vision is to support the design of functional, high-quality, safe and dynamic aquatic play spaces for communities throughout North America that the whole family can enjoy, at any age, regardless of physical ability. To facilitate the creation of successful aquatic play spaces Waterplay provides an extensive offering of aquatic play equipment and site amenities to the market—guaranteeing a comprehensive, fun community space down to the last detail.</p> <ul style="list-style-type: none"> - Freestanding Water Play Equipment - Water Play Systems - Aquatic Therapy Equipment - Ground Sprays and Fountains - Activity Towers (aquatic recreational structures) - Water Management - Amenities – Seating - Amenities – Shade - Amenities – Recreation Surfacing - Amenities – Self-cleaning Toilet Facility <p>SERVICES</p> <ul style="list-style-type: none"> - Feasibility planning - Funding and cost analysis - Site planning - RFP design, bid, and build team support - 2D and 3D design services - Project management - Pre-sale technical support - Full logistics coordination - Owner/operator site commissioning and training - Post-installation technical support for lifetime of project - Shade installation provided - Toilet facility installation provided - Surfacing installation provided
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65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Freestanding Water Play Equipment</p> <ul style="list-style-type: none"> - Activators - Cannons - Columns - Dumping Buckets, Soakers and Spinners - Spirals, Arches and Passthroughs - Toddler - Stones <p>Play Systems</p> <ul style="list-style-type: none"> - Interactive Water Stream (Discovery Stream) - Modular Play Tables (Waterways) <p>Aquatic Therapy</p> <ul style="list-style-type: none"> - Restorative water jets <p>Ground Sprays and Fountains</p> <ul style="list-style-type: none"> - Standard Ground Sprays - Illuminated Ground Sprays - Interactive Puddles <p>Activity Towers (aquatic recreational structures)</p> <ul style="list-style-type: none"> - Mini Series - Discovery Series - Exploration Series - Adventure Series <p>Water Management</p> <ul style="list-style-type: none"> - Activators (also noted in Freestanding Play Equipment – press for water activation) - Controllers - Manifolds - Water Management Systems - Above and Below-grade Kiosks and Vaults - Water Holding Tanks - Diverter Strainer Systems - Drains <p>Amenities – Seating</p> <ul style="list-style-type: none"> - Picnic tables and stools - Benches - Sitting Stones <p>Amenities – Shade</p> <ul style="list-style-type: none"> - Freespan - Cantilever - Framed - Shade Sails - Cyclone Umbrellas - Hypar and Hypod Shade Kits <p>Amenities – Aquatic Recreation Surfacing</p> <p>Amenities – Self-cleaning Toilet Facility</p> <ul style="list-style-type: none"> - Urban Design Line - Nature Design Line
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Amenities – Seating: picnic configurations for the whole family to enjoy a day at the park, modern benches to create a functional resting place for passersby or watchful caretakers, and unique stone elements designed as both a seat and a piece of nature, Waterplay provides thoughtful seating amenities that will complement any design need.</p> <ul style="list-style-type: none"> - Durable materials and construction - Unique, modern designs <p>Amenities – Shade: the essential element for sun protection, this line of fabric shade sales provides protection from sun and heat in every size and configuration, from free spanning shade sails to framed fabric designs and standalone pre-constructed shade kits.</p> <ul style="list-style-type: none"> - 89% + UV protection - UV stabilised high-density polyethylene (HDPE) shade fabric and UV stabilised sewing thread - Marine grade hardware - Standard sizes and customizable solutions to fit any space design <p>Amenities – Self-cleaning Toilet Facility: smart, self-cleaning, automatic toilet facilities with modern, high quality, durable construction and finishings.</p> <ul style="list-style-type: none"> - Fully automated and programmable for operating hours, cleaning cycles, occupancy time, water and consumables quantity, heating and lighting - Remote access with updating and monitoring capabilities - Unisex cabin accessible for people with reduced mobility - Available in multiple configurations and outbuilding options
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Freestanding Water Play Equipment: designed to adapt to any aquatic environment, zero-depth park settings as well as beach entry, wading and lazy river pool environments, Waterplay's freestanding water play equipment can be easily configured together to create unique play spaces that suit the needs of any project design. Teeming with play value, exciting water effects, interactive play elements, opportunities for collaboration and exciting theming options—from water cannons, to larger-than-life dumping buckets, toddler-sized sprayers and raining leaves—the possibilities for playful design for all ages and ability levels are endless.</p> <p>Water Play Systems: a focal point of the play space and natural gathering spot for discovery and mindful play, water play systems are a collection of play elements that work together to create a dynamic play experience. Build a modular streambed with water weirs, twists and turns, or build an imaginative waterfall with channels, basins and playful water games.</p> <p>Aquatic Therapy Features: for use in</p>

pool environments at the water's edge, aquatic therapy features are used to soothe the body with therapeutic water stimulation that relaxes muscles and calms the mind.

Ground Sprays: a necessity for any play space, ground sprays complement a larger aquatic play space design or stand alone to create a playful, architectural water fountain display that invites community enjoyment. Options range from traditional gushers, to angled waves, weaving water fortresses, interactive jumping puddles and integrated LED lighting.

Activity Towers (aquatic recreational structures): designed to provide a modular, adaptable footprint to address design and space constraints, Activity Towers are multi-level play structures that splash, spray and dump water onto excited waterplayers, on and off the structure. Activity Towers feature multiple water feature and slide options for every design need.

- 304l stainless steel
- Durable, recyclable polymers
- Robust powder coatings
- Modular, adaptable product designs
- Industry leading mounting systems, playPHASE™ and playCONNECT™ for simplified installation, maintenance, and future refurbishment
- Optimized water usage for intended installation environments
- Leading play value for all ages and abilities
- Theming and customization options available

Water Management: Knowing what happens with the water is a major factor of any aquatic play space design and construction. With different options for every project, Waterplay's comprehensive offering of water management solutions and accessories range from on-demand water activation, online-enabled controllers with remote access that allow monitoring and updating in real-time, industry leading water treatment systems with water filtration add-ons, as well as functional accessories to meet the unique design needs of most aquatic play spaces.

- Leading industry technology to support sustainable aquatic play spaces
- Intuitive interfaces with remote access capabilities
- Robust, industry proven materials
- Wide range of options, configurations and accessories
- Customizable to fit the unique needs of any project

68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Waterplay offers a recreational surfacing solution to the market that provides fall protection in aquatic play environments. <ul style="list-style-type: none"> - Slip-resistant - Seamless, porous and easily maintained - Installed indoor and outdoor - Proven durability - EPDM/TPV peroxide-cured granules and 100% polyurethane binder - Theming and customization options available 	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> - Feasibility planning - Funding and cost analysis - Site planning - RFP design, bid, and build team support - 2D and 3D design services - Project management - Pre-sale technical support - Full logistics coordination - Owner/operator site commissioning and training - Post-installation technical support for lifetime of project - Shade installation provided - Toilet facility installation provided - Surfacing installation provided 	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	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>Waterplay utilize a CRM that is structured to have a very formal commercial process imbedded from lead generation through to Revenue. As Sourcewell opportunities will be tagged at the point of a lead being identified (if possible) then the data is within CRM to measure conversion rates through the process to successful completion of an order. Metrics we utilize to measure the effectiveness and success of our business, and in this case, specifically Sourcewell opportunities are as follows:</p> <ul style="list-style-type: none"> • Marketing campaign effectiveness using multiple digital and conversion metrics to determine impact • Number of leads generated that are tagged as Sourcewell opportunities • Conversion of leads into opportunities in the sales process (win rate of leads to Marketing Qualified Leads (MQL) and then MQL to Sales Qualified Leads (SQL)) • Win rate of opportunities within the sales pipeline • Velocity of leads within the sales process • Ultimately the win rate of the entire pipeline (leads in versus revenue out) <p>These metrics allow us to measure and tweak activities along the entire pipeline to enhance our effectiveness and overall business success.</p>
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>At Waterplay we promote the notion of free, unstructured play as human right and a cornerstone in the healthy development of our future generations. The philosophy behind free play is to encourage safe and independent play opportunities that facilitate self discovery and self-guided inquiries and actions. We do not believe that play should be limited by age or ability and create products that encourage the user to define their own experience—without imposing boundaries.</p> <p>Waterplay product designs adhere to the following standards:</p> <p>ASTM F2461: international standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment (this standard was created in collaboration with Waterplay)</p> <p>ASTM F2376: international standard practice for classification, design, manufacturing, construction and operation of water slide systems</p> <p>ASTM F1487: international standard for consumer safety performance specification for playground equipment for public use</p> <p>CAN/CSA Z614: North American standard for public-use play spaces and play equipment intended for use by children aged 18 months to 12 years</p> <p>ADA—North American standard for accessible design</p> <p>In addition to these standards our design teams incorporate the 7 Principles of Universal Design into our product development, this design framework encourages: 1) equitable use, 2) flexibility in use, 3) simple and intuitive use, 4) perceptible information, 5) tolerance for error, 6) low physical effort, and 7) size and space for approach and use.</p> <p>With our Director of Engineering sitting on the board of ASTM we have unique insight into international design and safety standards, as well as current considerations that are guiding these standards and the solutions and recommendations being put forward. Our product development team actively seeks out additional input whenever possible from design and play experts around the world to further facilitate leading product design in the areas of safety, inclusion and play theory.</p>
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	<p>Waterplay has designed, manufactured and installed many custom themed projects around the world. Waterplay has develop a comprehensive portfolio of products based on customer feedback and prior custom projects with an aim to deliver as broad a solution as possible. Often a customers brief requires greater customization which Waterplay is well situated and designed to deliver on. Customization is one of the threads we utilize in our product development process when considering new product to commercialize where it makes sense. Our sales people and dealers are encouraged to understand the full scope of a customers needs and then work with them on standard products and custom solutions to ensure we best meet the dreams and desires of our customers.</p>
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>ISO 9001 ISO 14001 Certified WBE (Woman Owned Business) Custom Capability *See attachments in folder titled: WBE - MBE - SBE and Related Certificates</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. 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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #010521-WTR**

THIS AMENDMENT is by and between **Sourcewell** and **Waterplay Solutions Corp.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 15, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. *Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability* of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz _____
 Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 5/25/2021 | 12:39 PM CDT

Waterplay Solutions Corp.

DocuSigned by:
 By: Kerrin Smith _____
 Kerrin Smith 6192CC9B57C84A8...

Title: Vice President

Date: 5/25/2021 | 9:14 AM PDT

Sourcewell-APPROVED:

DocuSigned by:
 By: Chad Coquette _____
 Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 5/25/2021 | 1:14 PM CDT

**AMENDMENT #2
TO
CONTRACT # 010521-WTR**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Waterplay Solutions Corp.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services, effective February 15, 2021, through February 17, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 4. Umbrella Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Waterplay Solutions Corp.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

DocuSigned by:
By: Kerrin Smith
6192CC9B57C84A8...
Kerrin Smith

Date: 10/25/2023 | 1:33 PM CDT

Title: Vice President

Approved:

Date: 10/25/2023 | 11:29 AM PDT

DocuSigned by:
By: Chad Coauette
40BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 10/25/2023 | 1:45 PM CDT