

**MASTER AGREEMENT # 101625**

**CATEGORY:** Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with Related Accessories and Services

**SUPPLIER:** Aquatic Playground Products Inc. dba Water Splash Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Aquatic Playground Products Inc. dba Water Splash Inc., 118 Midway Road, Barnesville, GA 30204 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 1 to Participating Entities. In Scope solutions include:
  - a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;
  - b) If offering solutions in Category 1. (a) above, may include complementary site amenities.
  - c) Services and Equipment related to the solutions described in Category 1 a-b above, including design-build services, site assessment, site preparation, installation, maintenance or repair, water management and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
  - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
  - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

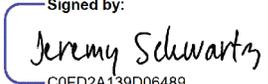
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Aquatic Playground Products Inc.  
dba Water Splash Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 12/16/2025 | 5:45 PM CST

DocuSigned by:  
  
 58E1D84185F147C...  
 By: \_\_\_\_\_  
 Gokhan Celik  
 Title: CEO  
 Date: 12/16/2025 | 12:30 PM PST

# RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

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## Vendor Details

Company Name: Water Splash INC  
Does your company conduct business under any other name? If yes, please state: GA  
Address: 118 Midway rd  
Barnesville, GA 30204  
Contact: Kayla Toole  
Email: ktoole@watersplashnet.com  
Phone: 386-314-5447  
HST#: 36-4792093

## Submission Details

Created On: Tuesday September 30, 2025 11:12:10  
Submitted On: Thursday October 16, 2025 14:42:50  
Submitted By: Kayla Toole  
Email: ktoole@watersplashnet.com  
Transaction #: a258a4c1-2ef3-471c-8af2-2614d7dc6279  
Submitter's IP Address: 147.243.202.207

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Aquatic Playground Products Inc. *
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes *
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	<p>Water Splash (D.B.A.)                      Legal Entity: Water Splash                      Business Address:                      118 Midway Road                      Barnesville, Georgia, USA 30204                      Role:                      Primary contracting and distribution entity for all Sourcewell participating members in the United States. Responsible for the manufacturing coordination, logistics, and delivery of splash park equipment, water management systems, and electrical controls for U.S. projects.</p> <p>ABC Water Play Products Inc.                      Business Address:                      1415 Bd St Jean Baptiste OSainte-Martine, QC J0S 1V0, Canada                      Role:                      Canadian manufacturing and distribution division of Water Splash. Responsible for product fabrication, assembly, and delivery within Canada and international export markets. Provides bilingual technical documentation and support for all Canadian Sourcewell participating entities.</p> <p>Summary                      The following entities are jointly responsible for the delivery and performance of all Solutions under this proposal:                      Water Splash (D.B.A.) – Barnesville, Georgia, USA                      ABC Water Play Products Inc. – Saint-Martine, Quebec, Canada                      These entities collectively ensure full compliance, regional support, and efficient fulfillment for all Sourcewell participating members.</p> *
4	Provide your CAGE code or Unique Entity Identifier (SAM):	W48JVH69D635 *

5	Provide your NAICS code applicable to Solutions proposed.	<p>NAICS Code Applicable to Proposed Solutions</p> <p>The North American Industry Classification System (NAICS) codes applicable to the products and services offered under this proposal are as follows:</p> <p>332323 – Ornamental and Architectural Metal Work Manufacturing (Applicable to the design and fabrication of stainless-steel splash play structures, manifolds, and mounting assemblies.)</p> <p>333318 – Other Commercial and Service Industry Machinery Manufacturing (Applicable to the manufacture of water management systems, including control panels, pumps, and automated filtration components.)</p> <p>339920 – Sporting and Athletic Goods Manufacturing (Applicable to the manufacture of recreational and aquatic play equipment.)</p> <p>713990 - All Other Amusement and Recreation Industries</p> <p>713110 - Amusement and Theme Park</p> <p>561730 - Landscaping Services</p> <p>238990 - All Other Specialty Trade Contractors</p> <p>These codes collectively represent Water Splash’s range of activities in designing, manufacturing, and supplying aquatic play equipment and control systems for public and private recreation facilities.</p>
6	Proposer Physical Address:	118 Midway Rd Barnesville, GA 30204, USA
7	Proposer website address (or addresses):	www.watersplashnet.com
8	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):	<p>Gokhan Celik Address: 412-102 W. Service Road Champlain NY 12919 Phone: 518 772 2162 gcelik@watersplashnet.com</p>
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	<p>Kayla Toole Address: 118 Midway Rd. Barnesville, GA 30204 Phone: 386-314-5447 Ktoole@watersplashnet.com</p>
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Maya Petrova Address: 1415 Bd St Jean Baptiste OSainte-Martine, QC J0S 1V0, Canada Phone: 800-936 3430 mpetrova@watersplashnet.com</p>

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Water Splash, Inc. is a U.S.-based manufacturer and designer of aquatic play and splash park equipment, headquartered in Barnesville, Georgia. Established in 2003, the company has grown into an international design–build specialist serving municipal, commercial, and private clients across North America, Europe, and beyond.</p> <p>Over the past two decades, Water Splash has been committed to creating safe, durable, and innovative water play environments that bring joy to communities of all sizes. Our experience covers the full project lifecycle — from concept design and engineering to fabrication, logistics, and on-site commissioning. With in-house manufacturing, we ensure quality control at every step and guarantee compliance with ASTM, EN, and ISO standards.</p> <p>Our core values are:</p> <p>Safety and Quality — Every design and product is engineered for long-term reliability and user safety.</p> <p>Innovation and Sustainability — We continuously improve materials, hydraulics, and control systems to enhance play value while minimizing energy and water consumption.</p> <p>Integrity and Partnership — We believe in transparent communication and long-term collaboration with clients, architects, and contractors.</p> <p>Community and Inclusion — Our designs promote accessibility and inclusiveness, ensuring every child can participate in water play regardless of ability.</p> <p>Our business philosophy centers on delivering turnkey, design–build solutions that simplify procurement and ensure consistency from concept to completion. With manufacturing bases in the United States and Turkey and technical offices in Europe, Water Splash combines local service with global expertise to provide reliable, efficient, and innovative splash park systems tailored to each client’s vision.</p>

12	<p>What are your company's expectations in the event of an award?</p>	<p>Company Expectations in the Event of an Award                  In the event of a contract award through Sourcewell, Water Splash, Inc. anticipates establishing a long-term, collaborative partnership with Sourcewell and its participating agencies to deliver high-quality splash park design-build solutions with efficiency, transparency, and value.                  Our key expectations include:                  Collaborative Engagement:                  To work closely with Sourcewell's member agencies to understand project goals, budgets, and site-specific requirements, ensuring each project reflects the community's vision and sustainability objectives.                  Streamlined Procurement and Support:                  To utilize the cooperative purchasing framework to simplify procurement for municipalities, while maintaining competitive pricing, open communication, and consistent technical support from concept to installation.                  Commitment to Compliance and Quality:                  To uphold all performance, safety, and documentation requirements as outlined by Sourcewell and applicable standards (ASTM, EN, ISO), ensuring all equipment and services meet or exceed expectations.                  Mutual Growth and Visibility:                  To promote the Sourcewell contract as a trusted procurement pathway for parks and recreation agencies, helping expand awareness and accessibility of innovative Water Splash solutions across the United States and Canada.                  Ongoing Partnership and Continuous Improvement:                  To provide ongoing maintenance training, after-sales support, and continuous innovation in sustainable water play technology, ensuring long-term satisfaction for Sourcewell member agencies.                  In summary, Water Splash seeks to be not only a supplier, but a trusted partner — committed to supporting Sourcewell's mission of cooperative value, efficiency, and excellence in community recreation development.</p>
13	<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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Attached File</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Water Splash, Inc. operates within the aquatic play and splash park equipment industry, specializing in design-build manufacturing of interactive water features, stainless-steel and fiberglass structures, and complete splash park systems for municipal and commercial clients.                  Based on project volume, revenue data, and competitive analysis within this sector, Water Splash holds an estimated 8–10% share of the U.S. municipal splash park design-build market. This figure reflects the company's expanding footprint and consistent performance as a trusted supplier for public and private recreation projects. Since 2003, Water Splash has successfully completed over 250 installations across the United States — including projects in Georgia, Virginia, Massachusetts, South Carolina, Florida, and Texas — positioning the company as a leading mid-tier manufacturer with strong brand recognition.                  Through continued investment in U.S.-based production, bonding capacity, and cooperative procurement channels such as Sourcewell, Water Splash expects to increase its national presence and market share in the coming years.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Water Splash, Inc. has maintained a strong and expanding presence in the Canadian splash park and aquatic play equipment market since 2003. Through its integrated design-build capabilities, engineering expertise, and dedication to quality and safety, Water Splash has become a trusted supplier for municipal, campground, and resort projects across Canada.                  Based on project volume, revenue data, and industry analysis, Water Splash's estimated Canadian market share is between 12–14% for complete splash park design-build solutions. This market position reflects steady growth and the company's proven ability to deliver reliable, compliant, and innovative aquatic play environments nationwide.                  To support its Canadian operations, Water Splash maintains a local manufacturing and service facility in Saint-Martine, Quebec, providing regional production, bilingual technical support, and logistical efficiency for clients across Ontario, Quebec, Alberta, and British Columbia.                  Compliance with CSA and ASTM standards, combined with strong partnerships with municipal governments and landscape architects, allows Water Splash to deliver turnkey, high-quality, and cost-efficient projects. The company continues to expand its presence through cooperative purchasing programs and regional partnerships, positioning Water Splash among the top-tier suppliers of splash park and aquatic play equipment in Canada.</p>

16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Water Splash hereby confirms that neither the company nor any responsible party has been involved in any current or completed bankruptcy proceedings within the past seven (7) years.                  To date, Water Splash has not filed for bankruptcy, reorganization, or insolvency protection under any jurisdiction. The company maintains solid financial standing, as demonstrated through consistent operations, ongoing projects, and audited financial performance.                  Should any bankruptcy or insolvency proceeding occur during the pendency of this RFP evaluation or subsequent contract period, Water Splash will promptly notify Sourcwell in writing, in accordance with the requirements of this solicitation.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).                  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?                  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Water Splash is best described as a manufacturer and design-build provider of splash park equipment and aquatic play systems.                  Water Splash manages every stage of the project lifecycle—from concept design, engineering, and manufacturing to installation, commissioning, and after-sales service—allowing full quality and performance control over each project.                  Our products are delivered to customers either directly or through an established network of authorized local sales and distribution partners. These partners operate under formal distribution agreements and are responsible for regional sales and support.                  The sales and service teams includes both Water Splash employees (for direct projects and technical support) and independent local representatives trained and authorized by Water Splash to ensure consistent quality, safety compliance (ASTM, CSA, EN, and UL standards), and customer satisfaction across all markets.</p>	*
18	<p>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>	<p>Water Splash is a design-build manufacturer of splash park equipment, operating a modern production factory certified under ISO 9001:2015 (Quality Management System) and ISO 14001:2015 (Environmental Management System) standards.                  The company's manufacturing operations are managed by a Six Sigma-certified quality engineer, ensuring continuous process improvement, defect prevention, and efficiency across all stages of design, fabrication, and assembly.                  All control and electrical panels used in Water Splash systems are manufactured and labeled in compliance with cUL standards, ensuring safety and reliability for North American installations.                  These certifications and practices demonstrate Water Splash's strong commitment to product quality, environmental responsibility, and safety compliance, supporting the consistent delivery of high-performance, durable, and fully compliant splash park solutions worldwide.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Water Splash hereby confirms that neither the company nor any responsible party has been subject to any debarment or suspension at present or at any time within the past seven (7) years.                  Water Splash has never been debarred, suspended, or otherwise declared ineligible to participate in any public or private procurement process in any jurisdiction.                  In accordance with the requirements of this RFP, Water Splash will promptly provide written notice to Sourcwell if, at any time during the pendency of this RFP evaluation or the term of any resulting agreement, it enters into a debarment or suspension status.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>While Water Splash has not received formal industry awards within the past five (5) years, the company has earned widespread recognition and appreciation from municipalities, landscape architects, and recreation departments across North America, Europe, and Asia for the quality, safety, and creativity of its splash park projects.                  Our strongest recognition comes from the satisfaction and continued trust of our customers, many of whom return to Water Splash for additional projects, renovations, and expansions. This ongoing client loyalty reflects our reputation for innovation, reliability, and excellence in splash park design, manufacturing, and service.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Over the past three (3) years, approximately 90% of Water Splash's total sales have been to the governmental and public sector.                  Our primary customers include municipalities, regional park authorities, and public recreation departments, who rely on Water Splash for turnkey splash park design-build projects, equipment supply, and after-sales service.                  The remaining portion of our sales is to private developers, resorts, and commercial recreation projects, primarily through our international distribution network.                  This strong public-sector focus reflects Water Splash's commitment to meeting stringent municipal procurement, safety, and quality standards in every project we deliver.</p>	*

22	What percentage of your sales are to the education sector in the past three years?	<p>Over the past three (3) years, approximately 5% of Water Splash's total sales have been to the education sector.</p> <p>These projects typically include school playgrounds, daycare centers, and university recreation areas where Water Splash provides splash play equipment and water features designed for educational and recreational use.</p> <p>While the majority of our business is focused on municipal and public-sector projects (approximately 90%), Water Splash continues to collaborate with educational institutions that value safe, inclusive, and interactive aquatic play environments for children and students.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Water Splash actively participates in cooperative purchasing programs to facilitate streamlined procurement for public-sector clients.</p> <p>Equalis Group – Direct Partnership: Water Splash is an approved vendor with Equalis Group, offering design-build splash park equipment and related services directly to member municipalities and public agencies across the United States and Canada. Average annual sales volume: approximately USD 1.5 million over the past three (3) years.</p> <p>BuyBoard – Through Authorized Sales Partner: Water Splash products are also available through the BuyBoard Cooperative Purchasing Program via our authorized U.S. sales partner. Average annual sales volume: included within the same overall USD 1.5 million cooperative purchasing total, varying slightly year to year based on awarded projects. These cooperative partnerships enable Water Splash to provide competitive pricing, simplify procurement, and ensure full compliance with public purchasing regulations for municipalities, schools, and park authorities.</p>	*
24	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?	<p>Water Splash does not currently hold any GSA (General Services Administration) contracts or Standing Offers and Supply Arrangements (SOSA).</p> <p>All of Water Splash's public-sector sales are conducted through direct municipal procurement or via cooperative purchasing agreements such as Equalis Group and BuyBoard.</p> <p>Accordingly, there has been no sales volume under GSA or SOSA contracts during the past three (3) years.</p>	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Danville VA Parks an Rec	Andrew Hall	434-799-5200	*
City of Bluffton SC Parks and Rec	Pat Rooney	843-706-4582	*
Mohawk Council of Akwesasne A'nowara 'kowa (Turtle) Arena (2024)	Mark Martin	(613) 936-1583 Ext.1820	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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 *	
26	Sales force.	<p>Water Splash's sales organization is composed of in-house sales managers and a network of localized distribution partners, each operating their own dedicated sales teams across the nation. These teams work in close coordination to identify, develop, and support both new and returning customers.</p> <p>Our distributor network includes General Contractors, Playground and Recreational Builders, Commercial Pool Contractors, Landscape Architects, and Aquatic Engineers. This diverse group of partners enables Water Splash to actively participate in a wide range of projects that incorporate splash pads and aquatic play features as part of their overall developments—significantly expanding our reach and the number of customers who can benefit from our products and services.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Water Splash delivers its splash park solutions through a combination of authorized regional distributors and direct sales operations managed by our internal sales and technical support team.</p> <p>Water Splash currently has authorized distributors and sales partners located in the following U.S. states:                      North Carolina, South Carolina, Virginia, Florida, Georgia, Maryland, Texas, Missouri, California, Wisconsin, Minnesota, New York, Idaho, and Oregon.</p> <p>These regional partners are authorized to represent Water Splash in their territories for sales, installation coordination, and customer service, ensuring local presence and timely support for municipal and public-sector clients.</p> <p>In addition, Water Splash employs six (6) full-time sales and support personnel who provide project coordination, design assistance, and technical support across North America. These professionals work closely with our distributors and directly with clients in regions where Water Splash does not currently maintain an authorized sales partner. This hybrid distribution structure—regional representation combined with centralized technical expertise— allows Water Splash to maintain consistent quality, responsive communication, and reliable project delivery across all markets.</p>	*
28	Service force.	<p>Water Splash's dedicated service team provides comprehensive installation, troubleshooting, maintenance, and repair services. In addition, we offer certified training programs for our sales and service partners, ensuring the continuous development of technical expertise and the ability to respond quickly and effectively to customer needs.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Water Splash manages all orders through a structured and transparent process designed to ensure accuracy, efficiency, and compliance with public procurement requirements.</p> <p>Orders may be placed directly with Water Splash or through one of our authorized regional distributors or sales partners, depending on the client's location and purchasing preference.</p> <p>Direct Orders:                      For municipalities, public agencies, and customers purchasing directly from Water Splash, all orders are processed by our central sales and administration team located in Saint-Martine, Quebec and Barnesville, Georgia (USA). The team prepares official quotations, confirms technical specifications, issues order confirmations, and oversees project execution from design through delivery.</p> <p>Distributor / Dealer Orders:                      In regions served by authorized distributors or sales representatives, orders may be initiated through the local partner. These partners assist clients with product selection, site-specific consultation, and coordination of installation services.</p> <p>Once an order is confirmed, it is processed, manufactured, and invoiced by Water Splash directly, ensuring consistency in pricing, documentation, warranty, and quality control.</p> <p>Throughout the entire ordering process, Water Splash remains the manufacturer of record and assumes full responsibility for production, safety certification, and warranty compliance.</p> <p>This hybrid structure allows Water Splash to maintain localized customer support through its distributor network while preserving centralized quality assurance and contract management.</p>	*

<p>30</p>	<p>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>	<p>Water Splash maintains a comprehensive Customer Service and After-Sales Support Program designed to provide responsive, reliable, and long-term service to all clients — from the initial project stage through the full operational life of the splash park.</p> <p>1. Service Structure Customer service is coordinated by our central support team located at Water Splash's head office in Saint-Martine, Quebec, and regional office in Barnesville, Georgia (USA). The team is composed of six (6) full-time technical and customer service personnel who manage service inquiries, spare parts, and warranty claims in coordination with our authorized distributors and field partners.</p> <p>2. Response Time and Support Commitments Initial Response: All service requests (via email, phone, or web portal) are acknowledged within 24 hours of receipt. Technical Assistance: Remote troubleshooting and PLC programming support are typically provided within 1–2 business days. On-Site Service: When required, on-site intervention is coordinated through the nearest authorized service partner or Water Splash field technician, usually within 5–10 business days, depending on location and season. Emergency Support: Critical issues affecting park operation (such as control system malfunction or water supply failure) are prioritized for immediate attention.</p> <p>3. Service Procedures Client Request Logged: Each inquiry or service case is entered into our CRM system with project details and response targets. Technical Evaluation: Our service engineers assess the issue using as-built drawings, PLC logs, or client feedback. Solution Implementation: Guidance is provided remotely or through dispatch of parts or technicians. Case Closure: The client receives a written report summarizing the resolution and preventive recommendations.</p> <p>4. Quality and Performance Incentives Water Splash continuously measures customer satisfaction through feedback reports and distributor evaluations. Our authorized partners are incentivized through continued regional exclusivity and referral support based on their response speed, service quality, and client feedback scores.</p> <p>5. Commitment to Long-Term Support All Water Splash products are covered under a comprehensive limited warranty, and replacement parts remain available for at least ten (10) years after production. This structured service program ensures fast response, technical reliability, and lasting customer satisfaction, reflecting Water Splash's long-term commitment to its clients worldwide.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>With over 20 years of experience in the design and manufacturing of splash park systems, Water Splash operates from its manufacturing facility in Saint-Martine, Quebec (Canada) and its U.S. office and logistics base in Barnesville, Georgia, supported by regional sales and service partners across multiple states. Water Splash's team of engineers, project managers, and certified installation specialists can efficiently manage turnkey municipal projects, including: Concept design and engineering Product manufacturing and quality control Delivery, installation, and commissioning Training, warranty, and long-term maintenance support As an active Equalis Group cooperative partner and an experienced public-sector vendor, Water Splash fully understands the procurement, documentation, and compliance requirements of Sourcewell contracts. The company is prepared to offer: Direct sales and service to participating municipalities and agencies Competitive pricing under the Sourcewell framework Responsive communication and project coordination through our dedicated sales support team Water Splash enthusiastically welcomes the opportunity to serve Sourcewell members and deliver safe, durable, and innovative aquatic play solutions to communities across North America</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Water Splash is fully capable and committed to providing its complete range of splash park products, equipment, and design-build services to all Sourcewell participating entities across Canada.</p> <p>Water Splash operates a dedicated warehouse, production, and support center located in Saint-Martine, Quebec, which serves as the central hub for Canadian operations. From this facility, Water Splash manages:</p> <ul style="list-style-type: none"> <li>Product storage and logistics for rapid delivery across all provinces.</li> <li>Technical support, training, and maintenance coordination.</li> <li>Quality assurance and after-sales service for Canadian installations.</li> </ul> <p>The Saint-Martine facility enables Water Splash to efficiently supply municipalities, public parks, recreation departments, and schools throughout Canada, while maintaining compliance with CSA, ASTM, and UL standards.</p> <p>Our bilingual (English/French) technical and customer support team ensures smooth communication and timely assistance for projects in Quebec, Ontario, Alberta, Saskatchewan, Manitoba, and British Columbia.</p> <p>Water Splash has a proven history of collaboration with Canadian municipalities and is fully prepared to extend Sourcewell contract pricing, technical expertise, and warranty coverage to all participating Canadian entities.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Water Splash confirms that it will fully serve all geographic areas of the United States and Canada under the proposed Sourcewell agreement.</p> <p>The company's operational network includes:</p> <ul style="list-style-type: none"> <li>Canadian Sales and manufacturing facility in Saint-Martine, Quebec, supporting projects throughout Canada.</li> <li>U.S. sales, manufacturing and logistics office in Barnesville, Georgia, managing orders and services across all U.S. states.</li> </ul> <p>A network of authorized distributors and service partners strategically located across major regions to ensure prompt delivery, technical support, and after-sales service.</p> <p>Water Splash maintains the capacity, logistics infrastructure, and partner coverage required to supply, install, and service splash park products nationwide in both countries.</p> <p>Accordingly, there are no geographic areas within the United States or Canada that Water Splash will not fully serve under this agreement.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Water Splash confirms that all Sourcewell Participating Entities — including municipalities, counties, park and recreation departments, educational institutions, and other public-sector organizations — will have full access to the company's complete range of products and services under the proposed agreement.</p> <p>There are no account types or eligible entities that will be restricted or excluded from purchasing Water Splash products or services through this contract.</p> <p>Water Splash's cooperative purchasing framework is designed to ensure equitable access, transparent pricing, and consistent service quality to all public-sector clients, regardless of geographic location or organizational type.</p> <p>The only potential limitations may relate to private or non-eligible entities that fall outside the defined scope of Sourcewell's participating membership. Such cases would be managed separately through standard commercial agreements.</p> <p>In summary, all Sourcewell Participating Entities will have full access to Water Splash's design-build splash park equipment, control systems, and after-sales support.</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Water Splash confirms that there are no specific requirements, restrictions, or limitations that would apply uniquely to Sourcewell participating entities located in Hawaii, Alaska, or U.S. Territories.</p> <p>All products, services, and warranty terms offered under this agreement are identical to those provided in the continental United States and Canada. The same design, safety, and quality standards (ASTM, CSA, and UL) apply to all projects regardless of location.</p> <p>The only potential variation may relate to freight and logistics costs associated with shipping equipment to remote regions, which are evaluated on a case-by-case basis to ensure transparent and fair pricing.</p> <p>Beyond these logistical considerations, there are no operational, legal, or service restrictions that would prevent Water Splash from fully serving participating entities in Hawaii, Alaska, or any U.S. Territory.</p>
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Water Splash will extend the terms of any awarded master agreement to eligible nonprofit entities, under the same pricing, terms, and service conditions provided to Sourcewell participating members.</p> <p>This includes full access to Water Splash's splash park products, design-build services, and after-sales support, ensuring that nonprofit organizations—such as community centers, youth programs, and charitable recreation facilities—can benefit from the same quality, safety, and value offered to public-sector clients.</p>

**Table 4: Marketing Plan (75 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Water Splash will actively promote the Sourcewell cooperative purchasing contract through a comprehensive and multi-channel marketing strategy designed to maximize visibility among municipalities, recreation departments, and public-sector entities across North America.</p> <p>1. Digital and Social Media Campaigns Water Splash maintains an extensive online presence across multiple platforms, including LinkedIn, Facebook, Instagram, and YouTube. We will launch a dedicated social media campaign highlighting the benefits of purchasing through the Sourcewell contract—emphasizing simplified procurement, competitive pricing, and proven quality. Regular posts, videos, and success stories will be shared under the #WaterSplash #Sourcewell #CooperativePurchasing hashtags to engage city managers, landscape architects, and park professionals. Paid online ads and targeted digital outreach will be used to reach municipal decision-makers and purchasing officers across the U.S. and Canada.</p> <p>2. Trade Shows and Industry Events Water Splash actively exhibits and promotes its products and services at local, regional, and federal-level trade shows, including: IAAPA Expo (Orlando, FL) NRPA Annual Conference (U.S.) CPRS and ARPA Conferences (U.S. and Canada) State Park and Recreation conference and trade shows At these events, Water Splash features Sourcewell partnership materials, banners, and brochures explaining how agencies can purchase through the cooperative agreement.</p> <p>3. Direct Outreach and Partner Engagement Water Splash’s regional distributors and sales representatives will inform their municipal clients about the Sourcewell program during project consultations. Customized email campaigns, brochures, and technical presentations will also be distributed to existing and prospective customers highlighting the advantages of Sourcewell membership.</p> <p>4. Marketing Materials Representative marketing materials — including digital brochures, case studies, and promotional graphics — are provided in the document upload section of this tender response to demonstrate Water Splash’s marketing style and communication quality.</p> <p>Marketing Attachment</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Water Splash leverages modern digital technology, analytics, and social media platforms to enhance the effectiveness and reach of its marketing initiatives.</p> <p>1. Social Media and Digital Outreach Water Splash maintains an active and consistent presence across key social media channels, including LinkedIn, Facebook, Instagram, and YouTube, to engage municipalities, landscape architects, and recreation professionals. Targeted campaigns highlight completed projects, product innovations, and cooperative purchasing opportunities through Equalis Group and Sourcewell. Visual and video-based storytelling showcases real installations and customer testimonials to strengthen brand awareness and trust.</p> <p>2. Data-Driven Marketing and Analytics Our marketing team utilizes metadata and digital engagement analytics to track campaign performance and audience interaction. We analyze reach, impressions, click-through rates, and geographic engagement to refine messaging and target decision-makers more effectively. This data helps identify market trends and customer preferences, supporting continuous improvement in both communication and product development strategies.</p> <p>3. CRM and Digital Communication Tools Water Splash uses a Customer Relationship Management (CRM) platform to manage inquiries, proposals, and project follow-ups. This system integrates marketing data with client records, ensuring personalized communication and efficient response times.</p> <p>4. Trade Show and Online Synergy Digital data gathered from online campaigns is also used to guide Water Splash’s participation in local, regional, and international trade shows (IAAPA, NRPA, CPRS, SETT, etc.), helping target high-potential regions and align marketing investments with verified engagement metrics. Through the combination of technology, analytics, and creative digital communication, Water Splash continuously improves its outreach efficiency, ensuring that its cooperative purchasing and design-build solutions reach the right public-sector audiences.</p>

39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Water Splash views Sourcewell as a strategic partner that plays a critical role in promoting, validating, and facilitating access to competitively awarded cooperative purchasing agreements for public-sector entities.</p> <p>1. Sourcewell's Role in Promotion</p> <p>Sourcewell's platform provides nationwide visibility and credibility for awarded vendors by: Showcasing contracts on the Sourcewell online portal, where municipalities, school boards, and public agencies search for pre-qualified suppliers. Communicating the benefits of cooperative purchasing to procurement officials, simplifying compliance and speeding up acquisition timelines. Acting as a trusted intermediary that assures transparency, competitiveness, and public procurement compliance. Water Splash recognizes that Sourcewell's reputation and outreach network significantly amplify exposure and trust among municipal and educational clients, strengthening our ability to serve public-sector customers.</p> <p>2. Integration into Water Splash's Sales Process</p> <p>Water Splash will fully integrate the Sourcewell-awarded agreement into its sales and marketing operations by:</p> <p>Training all sales, project management, and distributor teams to present the Sourcewell contract as an available procurement pathway. Including Sourcewell contract information in all quotations, marketing materials, and proposal templates to simplify purchasing decisions for clients. Promoting the partnership through digital campaigns, trade shows, and direct outreach to municipal procurement departments. Maintaining dedicated internal tracking and reporting to ensure Sourcewell contract compliance and transparent sales reporting.</p> <p>3. Shared Goal</p> <p>Together, Sourcewell and Water Splash aim to empower communities by making splash park projects easier to purchase, faster to deliver, and more accessible to all public agencies. Through this collaboration, Water Splash ensures that every participating entity benefits from competitive pricing, compliant procurement, and exceptional customer support—aligned with Sourcewell's mission of cooperative excellence.</p>	*
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Water Splash does not currently operate an independent e-procurement ordering system. Our products and design-build services are offered through direct sales channels or via authorized distributors and cooperative purchasing programs. All orders are managed through formal quotations, purchase orders, and contract documentation handled by our internal sales and administrative teams. This process ensures accuracy in technical specifications, pricing, and delivery timelines, while maintaining full traceability for public-sector procurement compliance. Although Water Splash does not have a proprietary e-procurement platform, we are fully committed to collaborating with Sourcewell and participating entities to integrate digital documentation, electronic approvals, and online communications as required by each customer's procurement system.</p>	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
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<p>41</p>	<p>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>	<p>Water Splash provides comprehensive training programs to ensure that every Sourcewell participating entity receives full knowledge and confidence in the operation, maintenance, and long-term care of their splash park systems.</p> <p>1. Standard Training (Included with Every Project)                  All Water Splash projects include standard operator and maintenance training at no additional cost.                  This training is provided on-site or virtually at the time of commissioning and covers:                  System operation (controllers, pumps, filters, and valves)                  Routine maintenance procedures and inspection schedules                  Troubleshooting and seasonal startup/shutdown procedures                  Safety, water-quality management, and equipment protection best practices                  Training is conducted by Water Splash technical staff or certified field technicians, who are experienced in hydraulic systems, PLC-based control panels, and splash park operation.</p> <p>2. Optional Advanced Training                  For municipalities or facilities seeking deeper technical knowledge, Water Splash offers optional extended training programs, which may include:                  Advanced programming and PLC configuration                  Chemical system calibration and integration with UV or chlorination systems                  Refresher sessions for new staff or annual maintenance teams                  These sessions can be provided on-site, at our Saint-Martine (Quebec) or Barnesville (Georgia) facilities, or via online video training modules.                  Costs for advanced training are quoted on a case-by-case basis, depending on travel, duration, and scope.</p> <p>3. Documentation and Support Materials                  Each project includes a complete digital and printed operation and maintenance manual, featuring:                  Equipment data sheets                  Electrical and hydraulic schematics                  Preventive maintenance checklists                  Warranty and support contact details</p> <p>4. Ongoing Support                  Following installation, Water Splash's customer service team remains available year-round for technical assistance, remote support, and spare parts coordination.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Technological Advances Offered by Water Splash Solutions                  Water Splash integrates innovative technologies into every stage of its splash park design-build solutions, combining energy efficiency, safety, sustainability, and user engagement to deliver state-of-the-art aquatic play experiences.</p> <p>1. Smart Control and Automation Systems                  Water Splash's splash parks feature intelligent PLC-based control panels equipped with touchscreen Human-Machine Interfaces (HMIs) for easy operation and monitoring.                  Panels are cUL-certified for North American safety compliance.                  Systems include automatic water sequencing, flow control, and remote monitoring capabilities for energy-efficient operation.                  Integrated data logging and diagnostics help operators track performance, water usage, and maintenance schedules.</p> <p>2. Sustainable Water Management                  Water Splash offers both recirculation and drain-away systems, with advanced filtration and UV treatment options.                  Recirculating systems use energy-efficient pumps and low-consumption nozzles, reducing water and electricity use by up to 40%.                  UV and chlorination control units ensure safe, chemical-efficient disinfection that meets ASTM F2461 and CSA Z614 standards.</p> <p>3. Durable and Eco-Friendly Construction Materials                  All play structures and manifolds are made from 304L stainless steel with oven-cured polyester powder coating, providing maximum corrosion resistance.                  Water features incorporate recycled, UV- and chemical-resistant engineered plastics for durability and environmental responsibility.</p> <p>4. Interactive Play Technology                  Water Splash designs feature sensor-activated and programmable zones that allow children to trigger water effects, promoting interactive and inclusive play.                  These digital activations can be customized for various play sequences, enhancing engagement while optimizing water flow efficiency.</p> <p>5. Digital Design and Engineering                  Every Water Splash project is supported by 3D modeling and CAD design software, allowing precise visualization, hydraulic calculation, and site integration before manufacturing.                  Clients benefit from virtual renderings, accurate layouts, and data-driven engineering documentation, reducing on-site adjustments and installation time.</p> <p>In summary, Water Splash's technological innovations provide safe, efficient, and interactive splash park systems that combine smart automation, sustainable design, and durable engineering—delivering long-term value and enhanced public recreation experiences for Sourcewell participating entities.</p>

<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Green Initiatives and Environmental Responsibility                  Water Splash is deeply committed to environmental sustainability and integrates “green” practices into both its manufacturing operations and splash park product designs. These initiatives align with internationally recognized environmental standards and contribute to the long-term ecological responsibility of every project.</p> <ol style="list-style-type: none"> <li><b>1. Certified Environmental Management System</b>                      Water Splash’s production facility operates under a certified ISO 14001:2015 Environmental Management System, issued by an accredited certification body.                      Certifying Agency: ISO (International Organization for Standardization)                      Focus: Continuous reduction of waste, emissions, and environmental impact through responsible production practices and resource optimization.</li> <li><b>2. Sustainable Manufacturing and Materials</b>                      Use of 304L stainless steel, which is 100% recyclable and provides exceptional durability, minimizing material replacement and waste.                      Powder coating process uses non-toxic, solvent-free polyester powders, cured in energy-efficient ovens to reduce VOC emissions.                      Water features incorporate recycled and UV-resistant engineered plastics, extending product lifespan and minimizing environmental degradation.</li> <li><b>3. Water and Energy Efficiency in System Design</b>                      Water Splash’s recirculation systems significantly reduce overall water consumption, with integrated energy-efficient pumps and low-flow nozzles.                      Optional UV water disinfection systems minimize chemical usage while maintaining safe water quality, supporting cleaner and more sustainable operation.</li> <li><b>4. Waste Reduction and Recycling Programs</b>                      Within its manufacturing facility, Water Splash implements active recycling and waste segregation programs for metal, plastic, and packaging materials.                      All suppliers and subcontractors are evaluated based on their environmental compliance and sustainability performance.</li> <li><b>5. Community and Education</b>                      Water Splash promotes environmental awareness through its projects by encouraging public recreation spaces that use natural resources responsibly and foster a connection to nature through interactive water play.</li> </ol>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Third-Party Eco Labels, Ratings, and Certifications                  Water Splash integrates sustainable practices throughout its manufacturing and product lifecycle, aligning with recognized environmental standards and certifications. While the company’s products are not currently labeled under specific eco programs such as ENERGY STAR or Cradle-to-Cradle, Water Splash’s factory operations, materials, and control systems are certified or aligned with third-party standards that directly support energy efficiency, conservation, and life-cycle design principles.</p> <ol style="list-style-type: none"> <li><b>1. ISO 14001:2015 – Environmental Management System</b>                      Certifying Agency: International Organization for Standardization (ISO)                      Scope: Comprehensive management of environmental impact across manufacturing and operations, including energy conservation, waste management, and emissions reduction.                      Relevance: Guides Water Splash’s sustainability initiatives and ensures continuous environmental performance improvement.</li> <li><b>2. ISO 9001:2015 – Quality Management System</b>                      Certifying Agency: International Organization for Standardization (ISO)                      Scope: Quality control and production efficiency in design, manufacturing, and delivery.                      Relevance: Supports lean production, minimizes waste, and promotes long-term product durability.</li> <li><b>3. cUL Certification – Control and Electrical Panels</b>                      Certifying Agency: Underwriters Laboratories (UL) Canada                      Scope: Certification of Water Splash’s electrical control systems for compliance, safety, and energy efficiency.                      Relevance: Ensures efficient power consumption and reliability in PLC-driven splash park operations.</li> <li><b>4. Solar Energy Integration</b>                      Water Splash’s manufacturing facility in Saint-Martine, Quebec, is equipped with solar panel arrays that supply a portion of the factory’s electricity demand.                      Impact: Reduces dependence on grid electricity and lowers the facility’s overall carbon footprint.                      Monitoring: Energy production and consumption are tracked digitally under the ISO 14001 framework to ensure measurable reductions in energy use and CO<sub>2</sub> emissions.</li> <li><b>5. Sustainable Materials and Life-Cycle Design</b>                      Water Splash products are designed for longevity and recyclability, reflecting a cradle-to-cradle design approach:                      304L stainless steel: 100% recyclable and corrosion-resistant.                      Powder coating: Solvent-free, low-VOC, and oven-cured for environmental safety.                      Engineered plastics: UV- and chemical-resistant, recyclable, and selected for long service life.</li> </ol> <p>In summary, Water Splash’s sustainability profile combines certified environmental management (ISO 14001), energy-efficient control systems (cUL), and renewable energy generation (solar panels) to deliver eco-conscious, durable, and responsible aquatic play solutions for Sourcewell participating entities.</p>

<p>45</p>	<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>Water Splash offers a combination of in-house design-build expertise, advanced engineering, and sustainable manufacturing that distinguishes it as a leader in the aquatic recreation industry. Our company's structure, technology, and project delivery model are uniquely aligned with the needs of Sourcewell participating entities, particularly municipalities, parks, and educational institutions.</p> <p>1. True Design-Build Manufacturer          Unlike many competitors who rely on outsourced production, Water Splash designs, engineers, and manufactures all its products internally. Full control over quality, compliance, and customization. Faster project turnaround and guaranteed consistency. Seamless coordination between design, production, and installation. This vertically integrated approach allows Sourcewell members to work directly with the manufacturer, minimizing layers of subcontracting and ensuring full accountability from concept to completion.</p> <p>2. Proven Experience with Public-Sector Clients          Over 90% of Water Splash's sales are to municipalities and public-sector agencies. Our team understands public procurement, compliance documentation, and site safety requirements. Experience includes hundreds of installations across North America and internationally in cities, schools, and public parks. This expertise ensures smooth coordination with procurement officers, engineers, and park planners under the Sourcewell cooperative framework.</p> <p>3. Technological Superiority and Control Systems          Water Splash offers smart PLC-based control panels with touchscreen HMIs, remote monitoring capability, and cUL certification for electrical safety. These panels manage water flow, sequencing, and pump efficiency. Integrated diagnostic systems help operators track energy use and maintenance cycles. The result: lower operating costs, improved reliability, and simplified operation for maintenance staff.</p> <p>4. Sustainable and Eco-Responsible Manufacturing          Water Splash operates under ISO 9001:2015 and ISO 14001:2015 certifications, supported by a Six Sigma-certified quality engineer. Manufacturing facility powered partially by solar panels to reduce energy consumption. Products use recyclable 304L stainless steel, low-VOC powder coatings, and energy-efficient pumps and UV systems. This commitment to sustainability benefits Sourcewell entities seeking environmentally responsible recreation infrastructure.</p> <p>5. Dedicated Support Network          Water Splash maintains regional distributors and technical service partners across the United States and Canada, supported by six full-time sales and service personnel. Provides localized assistance while maintaining centralized quality control. Training, operation manuals, and ongoing technical support are included with every installation.</p> <p>6. Turnkey Delivery for Public Agencies          Water Splash provides complete turnkey services—design, engineering, manufacturing, shipping, installation supervision, and commissioning—allowing Sourcewell members to source all splash park needs from one reliable partner.</p> <p>In summary, what makes Water Splash unique in the industry—and particularly valuable to Sourcewell participating entities—is our direct design-build manufacturing model, public-sector experience, technological innovation, and sustainable operational approach. This combination ensures that every project is delivered efficiently, safely, and sustainably, while providing communities with exceptional aquatic play experiences.</p>
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<p>46</p>	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p><b>Warranty Description and Administration</b>  <b>Water Splash Warranty Coverage</b>                  Water Splash provides a comprehensive Limited Warranty covering all manufactured splash park products and components supplied under each project. Our standard warranty applies to all structures, play features, fittings, manifolds, and control systems manufactured or supplied by Water Splash.  <b>Structural Components:</b> All stainless-steel structures and welded assemblies are covered for 25 years against defects in materials or workmanship, including corrosion under normal operating conditions.  <b>Powder Coating Finish:</b> Polyester powder coatings are warranted for 3 years against peeling, cracking, or excessive fading.  <b>Plastic, Brass, and Fiberglass Components:</b> All molded and machined components are covered for 2 years.  <b>Electrical and Control Systems:</b> All electrical panels, PLCs, sensors, and related equipment are covered for 2 years from the date of commissioning.  <b>Labor, Parts, and Travel Coverage</b>                  During the warranty period, Water Splash covers:                  Replacement parts (shipped at no cost for verified warranty claims).                  Labor and technician travel for on-site repairs within North America and Europe, when issues cannot be resolved remotely.                  Technical support and diagnostics via phone, email, and remote connection (TeamViewer/Weintek VNC).                  For international projects (outside our primary service regions), Water Splash coordinates local authorized technicians or reimburses verified travel costs to ensure full support.  <b>Geographic Coverage</b>                  Warranty services are available across all regions where Water Splash operates:                  North America: Canada and the United States (via Water Splash Inc., Quebec and Georgia).                  Europe: France and Spain (via Water Splash France and Water Splash España).                  Middle East and Asia: Turkey, UAE, Singapore, and partner-supported territories.  <b>Administration Process</b>                  Warranty claims are managed by Water Splash's Customer Care Department, which operates under ISO 9001 quality management procedures:  <b>Claim Submission:</b> The client submits a warranty form including product serial number, photos, and description of the issue.  <b>Evaluation:</b> Water Splash's technical support team verifies the claim within 3 business days.  <b>Resolution:</b> Replacement or repair is initiated immediately upon validation  <b>Documentation:</b> Each claim is logged and traceable through our ERP service system to ensure compliance and customer satisfaction.  <b>Extended Warranty Options</b>                  Water Splash also offers extended warranty plans for up to 10 years on structural components and 5 years on electronic controls, available upon request at the project quotation stage.</p>
<p>47</p>	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p>	<p>Water Splash designs, manufactures, and installs splash park equipment that fully complies with all relevant accessibility and inclusivity standards in both the United States and Canada. Our design and fabrication processes align with:                  Americans with Disabilities Act (ADA), 2010 Standards for Accessible Design                  Architectural Barriers Act (ABA)                  Canadian Standards Association (CSA) Z614 – Children's Play Spaces and Equipment                  Accessible Canada Act, 2019                  ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment                  ASTM F2461 – Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment                  EN 1176 and EN 17232 – for projects extending to European jurisdictions                  These standards govern clear ground access, inclusive design, transfer points, reach ranges, and sensory engagement requirements, ensuring safe participation for users of all abilities, ages, and mobility levels.</p> <p><b>Inclusive Design and Manufacturing</b>                  Our engineering team incorporates universal design principles into every product line. Key accessibility features include:                  Zero-depth splash zones and barrier-free access to play areas.                  Ground sprays and interactive elements designed for use from seated or standing positions.                  Low-force activators and smart sensors that do not require fine motor skills or significant strength.                  Visual contrast colors and tactile elements to support users with visual impairments.                  Slip-resistant surfaces and soft-impact zones for safety and comfort.                  All stainless-steel and composite features are rounded, non-abrasive, and free of pinch points, following ASTM and CSA safety and accessibility guidance.</p>

<p>48</p>	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>Water Splash maintains strict compliance with recognized industry and safety standards applicable to the design and manufacturing of aquatic play equipment and control systems. Our products and operations adhere to the following:                  cUL Certification (Underwriters Laboratories of Canada):                  All Water Splash electronic control panels, including the WaterWise™ series, are cUL listed and labeled, confirming conformity with UL and CSA electrical safety standards applicable in both the United States and Canada.                  ASTM and CSA Compliance:                  All play structures, manifolds, and stainless-steel components are designed and tested in accordance with:                  ASTM F1487 – Playground Equipment Safety Standard                  ASTM F2461 – Aquatic Play Equipment Standard                  CSA Z614 – Canadian Play Spaces and Equipment Standard                  While these standards are not third-party “certifications,” they define the technical and safety framework our engineering and production teams follow to ensure conformity, reliability, and user safety.                  Manufacturing Standards:                  All Water Splash facilities operate under ISO-based quality management systems and follow CSA and UL wiring, grounding, and labeling protocols for electrical assemblies.                  At this time, no other third-party eco-label or product certification is offered beyond cUL certification for our splash park control panels.</p>
<p>49</p>	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>1. Advanced Manufacturing and Materials                  Water Splash distinguishes itself through a combination of precision engineering, premium materials, and in-house production.                  All structural components are manufactured from 304L or 316L marine-grade stainless steel, ensuring superior corrosion resistance and long-term durability in chlorinated and salt-exposed environments.                  Metal structures are oven-cured and polyester powder-coated at 200 °C, producing a smooth, UV-resistant, and chemical-resistant finish that maintains color and gloss for many years.                  All nozzles are machined from brass or recycled, UV-stable engineered plastics, providing both environmental responsibility and mechanical precision.                  Gaskets, seals, and fasteners are specified in EPDM or stainless steel to prevent galvanic corrosion and extend service life.</p> <p>2. Customization and Design Flexibility                  Unlike many competitors offering catalog-only equipment, Water Splash provides fully customizable product design:                  Shapes, dimensions, and spray patterns can be tailored to match site size, water pressure, and user age group.                  Colors, powder-coat finishes, and thematic graphics are selected in coordination with the client’s visual identity or municipal brand.                  Our in-house design team creates custom 3D renderings and product visualizations for every project before fabrication.</p> <p>3. Free Graphic Add-Ons and Branding Options                  To enhance community engagement and project aesthetics, Water Splash offers complimentary graphic customization on all stainless-steel features:                  Laser-cut logos, engraved emblems, or themed vinyl decals (e.g., city crest, park name, mascot).                  Custom-painted motifs such as fish, waves, or cartoon figures at no additional cost for Sourcewell participants.                  Optional UV-printed signage or activity panels for educational or sensory inclusion elements.                  These design add-ons are provided free of charge during the manufacturing stage and approved by the client prior to final coating or assembly.</p> <p>4. Quality Control and Fabrication Advantage                  Water Splash operates its own production facilities in Quebec (Canada), Georgia (USA), Manisa (Turkey), and Valencia (Spain), ensuring full control over quality, lead time, and consistency.                  Every unit undergoes:                  TIG/MIG welding inspection and passivation;                  Hydrostatic pressure and leak testing of internal manifolds;                  Powder-coating adhesion and salt-spray testing per ASTM B117.                  All processes are logged under ISO 9001 quality management and verified before shipping.</p> <p>5. Summary                  Through premium stainless-steel fabrication, eco-conscious material selection, flexible customization, and free graphic personalization, Water Splash delivers splash park products that are not only durable and safe but also uniquely tailored to each community’s identity—setting us apart from standardized catalog competitors.</p>

<p>50</p>	<p>Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.</p>	<p>1. User Safety – Engineered for Protection and Compliance  Water Splash products are designed and manufactured with safety as the top priority, meeting or exceeding all relevant ASTM, CSA, and EN standards:</p> <p>ASTM F1487 – Playground Equipment Safety Standard</p> <p>ASTM F2461 – Aquatic Play Equipment Safety Standard</p> <p>CSA Z614 – Canadian Play Spaces and Equipment Standard</p> <p>EN 1176 / EN 17232 – European Safety Standards for Aquatic Play</p> <p>Key safety features include:</p> <p>Rounded, non-abrasive edges on all stainless-steel structures and fittings to prevent injuries.</p> <p>Slip-resistant surfaces and zero tripping hazards across all play zones.</p> <p>Low water pressure and balanced flow distribution to ensure gentle play for toddlers and children of varying ages.</p> <p>Electrical systems enclosed in cUL-certified WaterWise™ control panels, with GFCI protection and automatic shut-off safety features.</p> <p>Optional water treatment automation for continuous chemical and pH control, ensuring clean and hygienic water quality.</p> <p>Every unit is tested and inspected prior to shipment, and all field installations follow Water Splash's certified installation procedures, ensuring long-term operational safety and reliability.</p> <p>2. Promoting Well-Being and Community Health  Water Splash believes play is essential to physical, cognitive, and emotional development. Our splash parks are designed to foster active outdoor recreation, social inclusion, and family interaction:</p> <p>Interactive spray features promote movement, balance, and coordination.  Sensory play elements (sound, touch, movement) stimulate imagination and learning.  Zero-depth splash zones eliminate drowning risks while allowing safe water play for all age groups.  Non-toxic coatings and recycled plastics support a healthier environment and sustainable community infrastructure.  By encouraging physical activity and outdoor social engagement, Water Splash installations contribute to public well-being, mental health, and community vitality.</p> <p>3. Accessibility and Inclusivity for All Users  Water Splash integrates universal design principles to ensure every person—regardless of age, mobility, or ability—can fully enjoy our facilities.  Barrier-free access: All play areas feature smooth, level surfaces and wide clearances for wheelchairs and strollers.  Inclusive play elements: Ground-level sprays, gentle misting arches, and sensory water features designed for both seated and standing use.  Visual and tactile aids: Contrasting colors, textures, and movement patterns enhance experience for visually impaired users.  Adaptable controls: Touch-free sensors and low-force activators minimize physical effort for users with limited mobility.  Every Water Splash project is reviewed by our design team to ensure full compliance with ADA (Americans with Disabilities Act) and AODA (Accessibility for Ontarians with Disabilities Act) standards, as well as CSA Z614 accessibility requirements.</p> <p>4. Summary  Through rigorous adherence to safety standards, environmentally conscious materials, and inclusive design practices, Water Splash ensures that every splash park installation promotes safety, well-being, and accessibility—creating welcoming aquatic play environments that serve and delight all members of the community.</p>
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<p>51</p>	<p>Describe how your offering addresses the customer's desire to customize the offering.</p>	<p><b>Customization and Design Flexibility</b></p> <p><b>1. Fully Customizable Splash Park Solutions</b>  Water Splash offers one of the most flexible and customizable product lines in the aquatic play industry. Every splash park project is designed to reflect the unique vision, theme, and functional requirements of the client—whether it's a municipal park, resort, campground, or community center.  Unlike catalog-only suppliers, Water Splash provides made-to-order equipment, allowing customers to personalize:  Shapes, heights, and configurations of play structures and sprays  Spray effects and water flow intensity, tailored to age groups and available pump capacity  Color schemes and finishes, chosen from a full RAL palette of durable polyester powder coatings  Material options, including 304L or 316L stainless steel depending on water chemistry or proximity to saltwater environments</p> <p><b>2. Thematic and Aesthetic Customization</b>  Water Splash's in-house design department creates bespoke visual themes for each client at no extra cost. Our team produces detailed 3D renderings and color concepts that allow customers to visualize the project before fabrication.  Popular customization options include:  Themed play features (marine, jungle, space, or local culture)  Community branding, such as engraved city logos, mascots, or park names on structures  Custom color combinations to match municipal branding or architectural surroundings  All custom designs are approved by the client prior to final coating and production.</p> <p><b>3. Complimentary Graphic Add-Ons</b>  To enhance visual identity and engagement, Water Splash includes free graphic customization on all stainless-steel products:  Laser-cut or engraved logos and text  Thematic vinyl decals or painted motifs (e.g., fish, waves, animals)  UV-stable printed graphics for educational or decorative purposes  These add-ons are part of our value-added design philosophy and are provided at no additional charge for Sourcewell participants.</p> <p><b>4. Modular and Scalable System Design</b>  Our modular manifold and control system architecture allows projects to grow over time. Customers can start with a core play zone and easily add new features, water loops, or lighting systems in future phases without redesigning the base infrastructure.  This modularity gives cities and organizations flexibility to expand within their budgets and site constraints, ensuring long-term adaptability.</p> <p><b>5. Summary</b>  Through complete design flexibility, complimentary aesthetic customization, and modular scalability, Water Splash empowers each client to create a unique, site-specific aquatic experience. Our customization process ensures every splash park reflects the identity, culture, and community pride of the customer—making each project one of a kind.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
52	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	Water Splash accepts checks, ACH, Credit Card payments, and wire transfers. Water Splash's standard payment terms are 30% deposit upon PO, with the remainder of materials due upon delivery, and the remainder of services due upon completion of installation services.
62	Describe any leasing or financing options available for use by educational or governmental entities.	Water Splash supports Net 30 & Net 45 terms from government entities, and will extend flexibility in terms of meeting the variable government practices throughout the regions.
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Water Splash's standard transaction documents include item-specific quotes, which include our standard contract verbiage and a project letter that includes the project scope with limitations and exclusions noted. This signed contract document then constitutes our PO. We also utilize Quickbooks for our accounting invoices and receipts given for payment submissions to the clients.
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, we do not accept P-card procurement due to the majority of our work being larger sums than the program supports.

65	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.	Water Splash is offering Sourcewell members a 10% discount off MSRP for all of our products and services. The pricing list for our full catalogue is attached.	*
66	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.	Our pricing proposal represents a 10% discount off our MSRP price list.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Water Splash strives to offer competitive and fair pricing for all projects, regardless of size or location. Our goal is to ensure that every Sourcewell participating entity receives exceptional value and consistent quality—whether for a small municipal splash pad or a large multi-site aquatic development.</p> <p>While our pricing is already structured to reflect economies of scale, additional volume discounts may be applied for larger contracts or repeat purchases. These are typically evaluated on a case-by-case basis to recognize efficiencies in production, shipping, and installation logistics.</p> <p>As a general guideline:</p> <p>Multi-site or multi-year cooperative purchases may qualify for up to 5% discount.</p> <p>Water Splash remains committed to transparent pricing, offering the same competitive rates to all Sourcewell members, ensuring cost-effective solutions without compromising on safety, quality, or service.</p>	*
68	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Method for Facilitating “Sourced” or “Open Market” Items Water Splash recognizes that certain projects may require non-standard or complementary products and services beyond the defined scope of our core contract offering. To ensure flexibility and full customer support, Water Splash will facilitate the supply of these “sourced,” “open market,” or “non-contracted” items as follows:</p> <p>1. Supply at Cost Water Splash will provide all sourced or non-contracted products and related services at cost, without markup, to Sourcewell participating entities. This policy ensures complete transparency and fairness, allowing participating members to benefit from our established supplier relationships and bulk purchasing advantages.</p> <p>2. Quotation and Approval Process For each sourced item requested, Water Splash will: Obtain supplier quotations directly from the original manufacturer or vendor. Provide a copy of the supplier’s cost documentation along with our quotation to Sourcewell and the participating entity for verification. Deliver the item or service only after written approval from the participating entity confirming acceptance of the quoted cost. This guarantees that all open-market items are clearly identified, pre-approved, and fully traceable.</p> <p>3. Integration with Contracted Offerings All sourced items will be integrated seamlessly into the contracted project scope—such as lighting accessories, shade structures, benches, or installation materials—while maintaining the same warranty, safety, and quality standards as Water Splash-manufactured components wherever applicable.</p> <p>4. Transparency and Documentation Each invoice for open-market items will clearly label those items as “non-contracted – supplied at cost”, ensuring compliance with Sourcewell reporting and audit requirements. Supporting supplier invoices can be attached upon request.</p>	*

<p>69</p>	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Water Splash provides transparent, all-inclusive pricing for its manufactured splash park products and systems. However, certain optional or project-specific services may not be included in the base pricing submitted with this proposal. These items are typically dependent on site conditions, project scope, or customer preference. The following outlines those elements:</p> <ol style="list-style-type: none"> <li>1. Installation and Site Preparation (Optional)                      Description: Excavation, concrete foundation, plumbing connections, electrical wiring, and on-site installation labor are not included in the base product pricing.                      Reason: These costs vary significantly depending on local labor rates, site conditions, and project location.                      Responsible Party: When requested, Water Splash can provide installation services directly or through authorized local installation partners under separate quotation, at cost or agreed rates.</li> <li>2. Freight and Shipping Charges                      Description: Freight, packaging, and customs clearance costs are quoted separately due to variations in project location and transport method.                      Responsible Party: Water Splash coordinates global shipping logistics and provides fixed freight quotations prior to shipment.</li> <li>3. Site Commissioning, Training, and Start-Up                      Description: On-site system commissioning, technician travel, and staff training are available upon request but not included in standard product pricing.                      Responsible Party: These services are performed by Water Splash field technicians or regional representatives and quoted at actual travel and service cost.                      Inclusions (if selected): System start-up, PLC programming verification, and operator instruction for maintenance staff.</li> <li>4. Permitting, Engineering Stamps, and Local Inspections                      Description: Any municipal or state-specific engineering review, permitting, or third-party inspection fees are not included.                      Responsible Party: The purchasing entity or local contractor typically manages these requirements. Water Splash can assist by providing documentation and technical drawings needed for approvals.</li> <li>5. Installation Materials by Others                      Description: Items such as water-supply piping, drain lines, electrical conduits, and mounting hardware installed below grade are normally by others unless explicitly included in Water Splash's scope.</li> <li>6. Optional Accessories or Enhancements                      Description: Lighting kits, shade structures, benches, fencing, and decorative surfacing are offered separately as optional accessories upon request.                      Responsible Party: Water Splash supplies these at cost when included as part of a project (see "Open Market Items" policy).</li> <li>7. Taxes and Duties                      Description: Sales tax, VAT, or import duties (if applicable) are not included in the quoted product prices.                      Responsible Party: These are assessed according to the purchasing entity's jurisdiction and invoiced accordingly.</li> </ol> <p>Summary                      Except for the above listed optional or location-specific elements, all product manufacturing, quality control, warranty coverage, and customer support are fully included in Water Splash's submitted pricing. Any additional cost items will be clearly itemized and pre-approved before invoicing to ensure transparency and compliance with Sourcwell requirements.</p>
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<p>70</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>1. Overview Water Splash provides a comprehensive and transparent freight, shipping, and delivery program to ensure that all products arrive safely, on time, and in perfect condition. Freight and delivery charges are not included in the base pricing and are quoted separately at actual cost, based on destination, shipment size, and transportation method.</p> <p>2. Freight Terms and Cost Structure Freight Terms: Standard terms are F.O.B. Origin (Water Splash Facility), with options for "Delivered" pricing upon request. Cost Basis: Freight and delivery are always invoiced at cost — Water Splash does not add markup to shipping or handling fees. Quotation: Each Sourcewell participating entity receives a detailed freight quotation before order confirmation, ensuring full cost transparency.</p> <p>3. Shipping Methods Domestic (U.S. and Canada): Shipments are handled by trusted carriers such as FedEx Freight, Day &amp; Ross, and XPO Logistics, depending on load size and delivery location. International (Export Shipments): Ocean, air, or ground freight options are available through certified international freight forwarders. All shipments include export documentation and customs support. Delivery Options: Standard ground or LTL freight Full truckload (FTL) for large equipment Air freight for urgent orders Door-to-door international delivery on request</p> <p>4. Packaging and Handling All Water Splash products are professionally packaged to ensure safe transport: Stainless-steel structures are wrapped in foam and protective film, then crated or palletized. Fiberglass and nozzle components are shipped in reinforced cartons or wooden crates. Each shipment includes packing lists, labeled parts, and assembly documentation. A pre-shipment inspection checklist is completed for every order prior to carrier release.</p> <p>5. Delivery Coordination and Tracking Water Splash's logistics team coordinates all deliveries directly with the purchasing entity or project manager. Customers receive real-time shipment tracking, estimated arrival dates, and carrier contact information. Deliveries are scheduled during standard business hours unless otherwise arranged. Unloading services (e.g., liftgate or crane) can be arranged at cost upon request.</p> <p>6. Insurance and Damage Claims All shipments are fully insured for transit damage or loss. If any item arrives damaged, the recipient must note this on the Bill of Lading (BOL) and notify Water Splash within 48 hours. Water Splash handles all claim filings directly with the carrier and ships replacement parts immediately at no cost upon verification.</p> <p>7. International Freight and Customs Assistance For shipments outside North America, Water Splash provides: Export documentation and customs brokerage (commercial invoice, certificate of origin, HS codes).</p> <p>8. Summary Water Splash's freight and delivery program is built on transparency, reliability, and customer convenience. All freight is billed at actual cost, fully insured, and supported by proactive tracking, documentation, and responsive logistics coordination—ensuring every Sourcewell participating entity receives its equipment safely and efficiently, anywhere in the world.</p>
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<p>71</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>1. Overview Water Splash provides worldwide freight and delivery services, including to Alaska, Hawaii, Canada, and other offshore destinations. Our shipping organization, procedures, and cost structure remain identical to those used for continental U.S. deliveries — ensuring consistent service quality, handling standards, and transparent pricing for all Sourcwell participating entities.</p> <p>2. Consistent Logistics and Cost Policy The organization and costing of shipping and delivery do not change for offshore destinations. All freight is provided at actual cost, with no markup. Water Splash utilizes its established global logistics network and certified freight carriers to coordinate domestic and international shipments with the same reliability and documentation standards.</p> <p>3. Alaska and Hawaii Shipments are routed from our Georgia or Quebec logistics centers through major domestic carriers and freight forwarders. Water Splash provides door-to-port or door-to-door service options via air freight, barge, or combined transport. Delivery schedules are coordinated with local port and ground handling agents to ensure smooth transfer and timely delivery. Customers receive tracking updates and full customs paperwork, where applicable.</p> <p>4. Canada Deliveries within Canada are serviced from our Saint-Martine, Quebec facility or U.S. warehouse in Barnesville, Georgia, depending on project location. Freight, customs brokerage, and bilingual documentation (English/French) are handled internally for efficiency. All shipments are duty-free under the USMCA agreement for qualifying products. Standard delivery times across Canada are typically 2–7 business days, depending on province.</p> <p>5. Offshore and International Destinations For offshore U.S. territories and international projects (Caribbean, Pacific islands, etc.), Water Splash arranges shipments via marine or air freight, coordinated through our licensed international freight forwarding partners. Export documentation includes commercial invoice, packing list, certificate of origin, and HS codes. Water Splash can provide Delivered Duty Paid (DDP) service upon request, managing customs clearance and inland transport to the final site.</p> <p>6. Insurance and Delivery Support All offshore shipments are fully insured from our facility to the destination port or customer's site. The same damage claim and replacement process applies globally — replacement parts are shipped at no cost once a claim is verified. Our logistics team provides continuous communication throughout transit until final delivery confirmation.</p> <p>7. Summary Water Splash maintains one unified freight and delivery program for all Sourcwell participating entities, regardless of location. Whether shipping to Alaska, Hawaii, Canada, or other offshore destinations, our delivery standards, documentation process, and cost policy remain unchanged — providing consistent, transparent, and reliable service worldwide.</p>
<p>72</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Water Splash manages all distribution and delivery operations directly through its own logistics network and established freight partners, ensuring consistency, reliability, and full traceability from factory to project site. However, no unique or special distribution methods are proposed under this agreement. All deliveries are organized through standard, proven, and industry-recognized shipping channels to maintain transparency and cost efficiency for Sourcwell participating entities.</p>

<p>73</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>1. Commitment to Contract Compliance Water Splash is fully committed to maintaining transparency, accuracy, and consistency in all pricing, discount structures, and contract terms under the Sourcwell agreement. We have implemented a structured self-audit and internal compliance program to ensure all Sourcwell participating entities receive the proper pricing and benefits as outlined in the awarded contract.</p> <p>2. Internal Pricing Control System Water Splash manages all project quotations and purchase orders through a centralized ERP and CRM-based pricing system that automatically applies the contracted Sourcwell discount structure. Key controls include: Automated pricing templates pre-loaded with Sourcwell discount percentages. Contract verification checklist applied by our sales and accounting teams before issuing any quotation or invoice. Dual-approval process where both Sales Management and Finance confirm pricing compliance before any proposal or PO acceptance. Quarterly system audits to verify that all Sourcwell-linked transactions maintain proper discounting and documentation.</p> <p>3. Self-Audit and Reporting Program To ensure ongoing compliance, Water Splash performs a semi-annual internal audit led by our Contract Compliance Officer. This review includes: Random sampling of Sourcwell quotations and invoices to confirm proper pricing and eligibility. Verification that Sourcwell entities are correctly identified in our database and that discounts are applied in accordance with the contract terms. Documentation of all Sourcwell transactions for traceability and future review. Immediate corrective action and client notification if any discrepancy is identified. A summary of these audits is retained in our quality-management system and made available to Sourcwell upon request.</p> <p>4. Transparency and Customer Verification Every Sourcwell quote clearly references the contract number, discount level, and list pricing basis, allowing participating entities to easily confirm pricing accuracy. Our customer service and accounting departments maintain open communication with Sourcwell members to provide any verification documents or price validation data they may request.</p> <p>5. Oversight and Continuous Improvement Water Splash's management team oversees all Sourcwell transactions through monthly KPI reports, tracking quote accuracy, fulfillment timelines, and adherence to the contract. The process is managed under our ISO 9001 Quality Management framework, ensuring continuous review, documentation, and improvement of compliance performance.</p> <p>6. Summary Through automated pricing control, dual internal verification, and documented self-audits, Water Splash guarantees that every Sourcwell participating entity consistently receives the correct contract pricing, service level, and product quality—maintaining full transparency and accountability throughout the life of the agreement.</p>
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74	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded a Sourcewell agreement, Water Splash will actively monitor key performance indicators (KPIs) to ensure the success, transparency, and continuous improvement of our partnership with Sourcewell and its participating entities. Our goal is to maintain consistent pricing integrity, customer satisfaction, and operational excellence across all projects.</p> <p>1. Sourcewell Contract Utilization Metrics To evaluate program reach and engagement, Water Splash will track: Number of Sourcewell member projects quoted and completed quarterly. Total contract sales volume attributed to Sourcewell members. Percentage of repeat Sourcewell customers, indicating satisfaction and trust. Geographic distribution of Sourcewell projects across North America to assess growth coverage and regional support efficiency.</p> <p>2. Customer Service and Response Time Metrics Customer satisfaction is a core measurement of success. Water Splash will monitor: Average response time to Sourcewell member inquiries (goal: within 24 hours). Quotation turnaround time (goal: within 3–5 business days). On-time delivery rate for manufactured equipment (goal: ≥95%). Post-installation service response and technical resolution time (goal: within 48 hours for remote support).</p> <p>These metrics will be reviewed monthly and summarized in internal performance dashboards.</p> <p>3. Pricing and Compliance Integrity Metrics Water Splash will ensure contract compliance through measurable internal checkpoints: 100% adherence to the Sourcewell discount structure across all member transactions. Quarterly self-audit reports verifying accurate application of contract pricing. Error rate in pricing or invoicing (goal: &lt;1% annually)</p> <p>4. Customer Satisfaction and Quality Feedback Metrics Post-project feedback from Sourcewell members will be collected and analyzed to evaluate ongoing satisfaction: Customer satisfaction rating (goal: ≥90% “satisfied or highly satisfied”). Warranty claim frequency and resolution time (goal: &lt;2% of total projects, with 100% resolved within 10 business days). Net Promoter Score (NPS) or equivalent referral indicator to assess brand advocacy among Sourcewell participants.</p> <p>5. Operational and Sustainability Performance Water Splash also tracks broader operational metrics tied to our quality and environmental objectives: Manufacturing defect rate (goal: &lt;0.5%). Production energy efficiency and use of recycled materials. Employee safety performance, measured via near-miss and incident tracking under our ISO 45001-inspired procedures.</p> <p>6. Summary By continuously tracking and reviewing these internal metrics, Water Splash ensures that our Sourcewell partnership delivers consistent value, transparent pricing, excellent customer service, and sustainable growth—reflecting both Sourcewell’s mission and our company’s commitment to quality and accountability.</p>	*
75	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Water Splash proposes to pay a three percent (3%) Administrative Fee to Sourcewell on all completed transactions executed under the awarded Master Agreement with participating entities. The Administrative Fee represents our full contribution in consideration for the contract administration, marketing, outreach, and cooperative purchasing support services provided by Sourcewell.</p>	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Water Splash's pricing is extremely competitive and the pricing offered here is better than pricing typically offered through existing contracts. *

**Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Description of Solutions Offered</p> <p>1. Overview of Water Splash Solutions                      Water Splash designs and manufactures complete turnkey splash park systems, providing everything from initial concept to final installation and after-sales support. Our offerings include new equipment, control systems, and related services—all developed and manufactured under our own brand.                      Our solutions are engineered to deliver safe, accessible, and customizable aquatic play environments for municipalities, resorts, campgrounds, and recreational facilities.</p> <p>2. Product Categories Offered</p> <p>a. Aquatic Play Features and Structures                      Freestanding interactive play elements constructed from 304L or 316L stainless steel, oven-cured with polyester powder coating for long-term corrosion and UV resistance. Themed features such as buckets, arches, tunnels, cannons, and spray totems, with customizable colors and graphics.                      All designs meet ASTM F2461, CSA Z614, and EN 1176 standards.</p> <p>b. Ground Sprays and Nozzles                      Brass and engineered recycled plastic nozzles designed for durability, precision spray effects, and low maintenance.                      Configurable spray patterns and flow control tailored to user age groups and site-specific water flow capacity.</p> <p>c. Water Management Systems                      Manifold systems fabricated from stainless steel with precision TIG welding, ensuring balanced pressure distribution and leak-free performance.                      Filtration and recirculation systems including pumps, filters, UV sterilization, and chemical controllers compliant with NSF and UL standards.                      Optional drain-away (flow-through) systems for simple installations.</p> <p>d. WaterWise™ Control Panels (cUL Certified)                      Pre-wired, fully automated PLC-based systems for splash pad sequencing and water treatment management.                      cUL-certified electrical assemblies for both the U.S. and Canada.                      Remote access options for programming, diagnostics, and support.</p> <p>e. Lighting and Add-On Options                      Integrated LED lighting systems for night use and aesthetic enhancement.                      Optional motion sensors, timers, and sequencing systems to optimize energy and water efficiency.</p> <p>3. Design, Engineering, and Customization Services                      In-house design and engineering team producing detailed 3D renderings, hydraulic layouts, and installation drawings.                      Customization at no additional cost, including colors, heights, spray patterns, and free graphic branding (logos, mascots, city names).                      Site-specific adjustments for slope, surface, and water capacity to ensure compliance with local regulations.</p> <p>4. Installation, Support, and Warranty Services                      Turnkey installation available through Water Splash teams or certified partners.                      Commissioning and training of local maintenance staff.                      Remote and on-site technical support, including replacement part supply and field technician service.</p> <p>6. Summary                      Water Splash provides a complete range of innovative, durable, and customizable aquatic play solutions, integrating advanced engineering, certified electrical controls, and eco-friendly materials. Each solution is backed by responsive service, accessible design, and a strong warranty—delivering safe, sustainable, and community-enhancing splash parks worldwide.</p>

78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>All Water Splash offerings are listed under Item 77 – Playground and Water Play Equipment in the Sourcewell RFP category. Within this category, the following subcategories best describe our products and services:</p> <ul style="list-style-type: none"> <li>Aquatic Play Structures and Features</li> <li>Freestanding stainless-steel and fiberglass spray features</li> <li>Interactive play elements such as buckets, cannons, arches, and tunnels</li> <li>Ground Sprays and Water Effects</li> <li>Brass and engineered plastic nozzles</li> <li>Programmable spray effects and sequencing systems</li> <li>Water Management and Filtration Systems</li> <li>Stainless-steel manifolds, recirculation systems, and drain-away systems</li> <li>Filtration, UV, and chemical treatment equipment</li> <li>Electronic Controls and Automation</li> <li>WaterWise™ PLC-based control panels (cUL certified)</li> <li>Automated sequencing, water management, and safety interlocks</li> <li>Design and Engineering Services</li> <li>Custom 3D design, hydraulic schematics, and site-specific layouts</li> <li>Theme and color customization, including free graphic branding add-ons</li> <li>Installation and Technical Support</li> <li>Complete turnkey installation or technical assistance to local contractors</li> <li>Commissioning, maintenance training, and after-sales service</li> </ul>
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**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Include which ones you are offering
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Water play and aquatic recreational structures and equipment.
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles;                      b) Dog Park solutions;                      c) Playground and aquatic surfacing and fall protection;                      d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:                      i. Cardio training;                      ii. Strength, agility, and mobility training; and                      iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds                      and at least one of the following:                      b) Water Play or Aquatic Equipment (See Category 1, above);                      c) Outdoor Site Amenities and Furnishings (See Category 2, above); and                      d) Outdoor Fitness (See Category 3, above).</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers.

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Sourcewell-Price\_List\_rev\_10-13-25.xlsx - Thursday October 16, 2025 12:21:11
  - [Financial Strength and Stability](#) - Water\_Splash\_Financial\_Report.pdf - Thursday October 16, 2025 12:21:23
  - [Marketing Plan/Samples](#) - Marketing Examples.pdf - Thursday October 16, 2025 14:27:18
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Kayla Toole, Sales Manager, Water Splash INC

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 obligations contemplated in the solicitation proposal.

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 3 Playground Equipment Outdoor Fitness RFP 101625</b> Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 2 Playground Equipment Outdoor Fitness RFP 101625</b> Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 1 Playground Equip Outdoor Fitness RFP 101625</b> Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2