

**MASTER AGREEMENT # 101625**

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

SUPPLIER: Waterplay Solutions Corp.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Waterplay Solutions Corp., 805 Crowley Avenue, Kelowna, BC Canada V1Y 7G6 (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 Sourcwell 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.

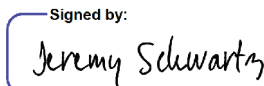
Article 3: Supplier Obligations to Participating Entities

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

Signed by:

 C0FD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

Date: 1/2/2026 | 6:44 AM CST

Waterplay Solutions Corp.

DocuSigned by:

 29AC336494BA47F...

By: _____
 Nadine Pretorius
 Title: Vice President Finance and
 Administration

Date: 1/2/2026 | 2:06 AM PST

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

Vendor Details

Company Name: Waterplay Solutions Corp.

Does your company conduct business under any other name? If yes, please state: The MAKR Play Group is our parent company

Address: 805 Crowley Avenue
Kelowna, BC V1Y 7G6

Contact: Christine Ulmer

Email: christine.ulmer@waterplay.com

Phone: 778-320-2293

HST#: 819013699

Submission Details

Created On: Wednesday October 15, 2025 15:26:21

Submitted On: Thursday October 16, 2025 15:45:35

Submitted By: Christine Ulmer

Email: christine.ulmer@waterplay.com

Transaction #: b5da6589-2a8e-4106-8808-82e3fb175969

Submitter's IP Address: 147.243.242.170

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.	Waterplay Solutions Corp.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	None - not applicable.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	None - not applicable	*
5	Provide your NAICS code applicable to Solutions proposed.	713999	
6	Proposer Physical Address:	805 Crowley Avenue Kelowna, BC Canada V1Y 7G6	*
7	Proposer website address (or addresses):	www.waterplay.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):	Nadine Pretorius Vice President Finance and Administration nadine.pretorius@makrgroup.com (250) 712-3393 ext. 105	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Ulmer Director of Marketing Waterplay Solutions Corp. christine.ulmer@waterplay.com 778-320-2293	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lynn Noel Executive Assistant Waterplay Lynn.noel@makrgroup.com (250) 712-3393 ext. 118 Jeremy King Director of Sales Waterplay Jeremy.king@makrgroup.com (250) 712-3393 ext. 234 Ali Lewis Manager of Customer Support Waterplay Ali.lewis@makrgroup.com (25) 712-3393 ext. 107	*

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>At Waterplay Solutions Corp. (Waterplay), our purpose is simple yet powerful — to create global communities connected through play and social experiences.</p> <p>Since installing our first splash pad in 1987 in the resort municipality of Whistler, British Columbia, Canada, we've remained dedicated to enriching lives through aquatic play. Nearly four decades later, that original play space continues to bring joy to its community — a testament to the lasting impact of our products and our commitment to quality.</p> <p>Today, Waterplay has brought similar experiences to thousands of communities across North America and around the world. Our projects span a wide range of environments, including indoor and outdoor parks, aquatic and recreation facilities, community spaces, housing developments, water parks, holiday destinations, dog parks, campgrounds, family attractions, and more.</p> <p>Our Purpose and Philosophy</p> <p>We believe that play is more than recreation — it is a human right that fosters imagination, physical and social development, leadership, empathy, and problem-solving. Play builds independence, confidence, and creates lasting connections for children and the communities in which they live. Through play, people of all ages discover who they are, who they can become, and how they connect with others.</p> <p>With a purpose of creating global communities connected through play and social experiences, we've got goals — big, hairy, audacious goals! In fact, our BHAG, the vision we have for the future, is that everyone deserves a park within a 10-minute walk of home. With every Waterplay installation, we get closer to reaching that lofty, but worthy goal.</p> <p>Our People and Design Approach</p> <p>Waterplay's approach is deeply collaborative, ensuring every project is supported through its full lifecycle — from concept and design to installation, maintenance, support, and future refurbishment. The result is not only exceptional play spaces, but also stronger, more inclusive communities that celebrate creativity, connection, and joy.</p> <p>Our team is made up of passionate advocates for play who drive our vision forward through research-based design, innovative thinking, and exceptional customer service. As a global manufacturer, we listen first — balancing innovation with necessity to deliver superior solutions that:</p> <ul style="list-style-type: none"> Cross cultural and geographical boundaries; Set the highest standards for quality and safety; Offer accessible and naturally inclusive recreation opportunities, and; Encourage free, unstructured play for all ages and abilities. <p>Every space we create is designed to inspire imagination, courage, and connection — where anything is possible.</p> <p>Our Business Philosophy</p> <p>As a people-first organization, we put people ahead of profit and people are at the very heart of everything we do. What that means to Waterplayers (yes, that's what we affectionately call ourselves) is that when making decisions about the business, we always consider the downstream effects on people, whether that means our staff, dealers, customers, or end users, people are at the core of every decision we make.</p> <p>Our Culture and Core Values</p> <p>Hanging in the primary meeting space at Waterplay's head office is our cultural commitment — bold, concise, and there for everyone to see, feel, and experience. Our cultural commitment declares that we are Purpose-led, people-first, and guided by our C.A.R.E. Values and MAKR Ways. As part of the MAKR Play Group, Waterplay benefits from the shared services and support of its parent company, MAKR. One of the defining features of MAKR is our MAKR Ways, a set of 28 core behaviors that define how our team operates — both in work and in play. These behaviours give us a common language to guide every action, decision, and interaction across the larger MAKR Group, which includes Waterplay.</p> <p>At Waterplay, our work culture is a reflection of our values. These values are</p>

		<p>embodied in our guiding principle: C.A.R.E. Values</p> <p>C - COURAGE Being courageous is more than being brave, it means doing the right thing despite our fears or who is watching. People, environment, the big things, and the little things that make a world of difference. We promise to speak up and do the right thing, even when it's hard. Courageous people and courageous acts change the world and that's what we're looking to do. #GoUndercoat (underdog is so overused).</p> <p>A - ATTITUDE Attitude is everything. Things won't always work the way we want them to, that's life, but you better believe we'll make some darn good lemonade in the process—that's a pinky promise. Life is short, sh*t happens and failure doesn't define us. Opportunity is always knocking, lightly tapping, or silently skulking—we'll find it.</p> <p>R - RELATIONSHIPS We're not talking 'Til Death Do Us Part, we're talking human connections. Real human connections. Our family, friends, partners and communities are everything. People come first in all our decision making and building relationships is the heart of our business.</p> <p>E - EQUITY Where we start from isn't always equal, and that's unjust, plain and simple. Stick your pinky out because we're making a second promise, the places we work, the connections we build, and the outcomes we help create are inclusive and diverse, always. The world is a better place when we find ways to recognize imbalances and work hard to correct the course. We'll need your help with this one.</p> <p>Our Leadership in the Industry</p> <p>As pioneers of the splash pad industry in 1987, Waterplay continues to expand its product range to meet the evolving needs of our customers. Through ongoing investment in design, engineering, and manufacturing capabilities, and by growing our team of experts across North America, we continue to set the standard for quality, creativity, and community-driven innovation. The impact we're having in the industry is evident by our happy customers (included in our project references), our growing business (see our financial performance), the ever-increasing list of awards we've won (cited further along in this submission), and the endless smiles on the faces of our end users (just look at any photos of our splash pads when they are bustling with fun and play.)</p>
12	What are your company's expectations in the event of an award?	<p>The Sourcewell contract represents a significant opportunity for Waterplay and our North American dealer partners to collaborate directly with municipalities and other participating entities, while streamlining the procurement process. Having been awarded our current Sourcewell contract in 2020, we're experienced in leveraging the power of Sourcewell, which is recognized across our industry and within North America.</p> <p>By promoting the Sourcewell purchasing option, we can offer our public-sector customers the assurance that they are acquiring high-quality products and services at the most competitive rates — without the need for a lengthy and complex public bidding process that may not fully align with their community's needs.</p> <p>Over the years, Waterplay has built strong relationships with municipalities across North America through participation in national trade shows, educational initiatives, direct engagement via our sales and distribution networks, and targeted marketing campaigns. Alongside all our relationship building, many municipalities continue to rely on traditional public tendering for their projects.</p> <p>The Sourcewell contract provides a proven, compliant alternative to the bid process, enabling key customers to purchase Waterplay products and services with confidence — knowing that Waterplay has been thoroughly vetted through Sourcewell's competitive evaluation process for quality, service, support, and pricing.</p> <p>In the event of an award, Waterplay will fully leverage the Sourcewell partnership to expand awareness, simplify procurement for our customers, and strengthen our collaboration with municipalities and public organizations across North America. We will continue to actively market the value Sourcewell provides to our customers as a key selling attribute.</p>

13	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>Waterplay first entered the market in 1987 under the name LA Systems, offering the Waterplay product line as a complement to its existing irrigation services. In 1999, the company was formally incorporated as Waterplay Manufacturing Inc. In the decades since, Waterplay has grown year-over-year and continues to be positioned for exponential growth and financial stability.</p> <p>Today Waterplay operates as part of the MAKR Play Group of companies, which includes Wekid Mfg., the manufacturer that build the Waterplay product, and Parkworks, a full-service park equipment supplier that operates in Western Canada.</p> <p>From 2023 to 2024, Waterplay Solutions Corp achieved year-over-year revenue growth of 22%, reflecting continued market strength and operational efficiency.</p> <p>Net income before tax for 2024 was 7%, demonstrating sustained profitability.</p> <p>The company maintains a healthy balance sheet with strong liquidity and sufficient cash reserves to support ongoing operations and strategic initiatives.</p> <p>Our cash conversion cycle remains under 40 days, underscoring effective working capital management. The organization has never been a debtor in any bankruptcy proceedings.</p> <p>A copy of the certificate of incorporation for Waterplay Solutions is included in the financial strength and stability folder for reference.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Waterplay currently holds an estimated 25% share of the U.S. aquatic recreation equipment market. Our Commercial Team continues to drive strong growth through a focused strategy that combines targeted marketing initiatives, an active design and specification program, the recruitment of highly qualified dealers, and the ongoing expansion of our North American sales network.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Waterplay's Canadian share of the aquatic recreational equipment market is currently estimated at approximately 40%. We have a seasoned dealer network that spans the country and are continuing to invest in growing this market.	*
16	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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Waterplay, nor any of its related entities, has never petitioned for bankruptcy protection.	*

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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Waterplay Solutions Corp. is a manufacturer and innovator of high-quality aquatic recreation structures and equipment, recognized for setting the industry standard in quality, service, and safety.</p> <p>Dealer Network Model</p> <p>Waterplay's primary model for delivering sales, service, and support to the municipal market across North America operates through a network of qualified independent dealers. These dealers are third-party companies that represent Waterplay products under formal contractual agreements.</p> <p>Each dealer is supported and managed by a Waterplay Regional Sales Manager (RSM) and an internal support team who provide:</p> <ul style="list-style-type: none"> - Comprehensive training on design best practices and product technical specifications - Assistance in developing effective local/regional sales strategies and tactics - A marketing rewards program that offers financial support to grow our dealer's brand, customer acquisition, and market share within their local or regional territory - Access to, and support from, Waterplay's global marketing team - Access to professional collateral, quoting tools, and installation resources - Ongoing support for consultative selling and customer engagement <p>Because our dealers are deeply embedded within the local communities they serve, they are able to build strong relationships with municipalities, contractors, and technicians. This local presence enables them to deliver personalized service and hands-on support throughout the life of each project.</p> <p>Many dealers further enhance the Waterplay offering by providing installation services, park commissioning, ongoing maintenance, and customer training—or a combination of these value-added services—ensuring a complete and seamless customer experience.</p> <p>Supporting the dealers and our customers, the Design and Specification team, headquartered in the United States, plays a key role in connecting Waterplay products with industry professionals such as landscape architects, aquatic designers, architects, pool builders, and dealers.</p> <p>This team guides projects through every stage of the specification process. Once a product has been successfully specified, the project is transitioned to a Regional Sales Manager (RSM), who ensures smooth coordination through to final installation at the customer's site.</p> <p>Collaborative Partnership Approach</p> <p>The partnership between Waterplay and its dealer network is built on mutual benefit. Customers enjoy the assurance of working with a committed manufacturer while also benefiting from a locally based partner who provides direct service, expertise, and accountability within their region.</p> <p>Regional Sales Territories</p> <p>In regions where a qualified dealer is not yet established, a Waterplay Regional Sales Representative (RSR) assumes direct responsibility for territory management and business development, ensuring full coverage across North America. This team of Regional Sales Representatives report into the Regional Sales Manager for the assigned region to ensure consistency of projects across the region.</p> <p>Sourcwell Contract Administration</p> <p>If awarded the Sourcwell contract, all purchases of products and services identified within the agreement will be contracted directly with Waterplay. Waterplay will assume full responsibility for meeting and maintaining all contractual obligations under the Sourcwell partnership.</p>
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18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Waterplay is not required to hold any specific licenses or certifications to conduct the business activities outlined in this RFP.</p> <p>However, Waterplay maintains the following certifications:</p> <p>Certified Women's Business Enterprise – WEConnect International (valid until May 2026.) WEConnect International is a nonprofit global organization that certifies women-owned businesses. Its mission includes driving capital into the hands of women entrepreneurs by verifying their ownership and control. Waterplay is proud to have been owned by Jillian White since 2004.</p> <p>ISO 9001:2015 – Quality Management System (valid until August 2028) ISO 14001:2015 – Environmental Management System (valid until August 2028) In addition, Waterplay's manufacturing arm, Wekid Manufacturing Corp., holds both of the above ISO certifications.</p> <p>Although ASTM International (American Society for Testing and Materials) does not issue formal certifications, it is worth noting that Waterplay is an active participant in ASTM and contributed to the development of industry standards for splash pads with 2 staff members on the advisory committee for ASTM F24. All Waterplay products and features are designed and manufactured in compliance with applicable ASTM standards.</p> <p>The ISO certificates and WEConnect International certificate are referenced have been included in the financial strength and stability folder for reference.</p>	*
19	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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No "Suspension or Debarment" information has applied to Waterplay Solutions Corp.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2025: World Waterpark Association Leading Edge Award - Sun World Ha Nam Waterpark.</p> <p>This award recognizes individuals, parks, or suppliers who demonstrate exceptional creativity and innovation in the water attractions industry. It honors achievements in the development of new themes, facilities, programs, services, or operational concepts, as well as the creation of new products or solutions that benefit waterparks, their guests, and the broader industry.</p> <p>2024: Caravan Parks Association of Queensland (CPAQ) Award for Innovation – Lake Tinaroo Holiday Park</p> <p>This award recognizes excellence in creativity, forward-thinking design, and the implementation of innovative concepts that enhance guest experiences within the caravan and holiday park industry. It celebrates operators who introduce new ideas or facilities that drive inclusivity, accessibility, and community engagement. Lake Tinaroo Holiday Park earned this distinction for its groundbreaking all-accessible and sensory splash pad, a vibrant space designed for guests of all ages and abilities. The project exemplifies innovation through its universal design, sensory-rich water features, and commitment to creating joyful, barrier-free recreation for everyone.</p> <p>2023: Parks and Leisure Australia (PLA) Community Facility of the Year – Brimbank Aquatic Centre and Wellness Splash Pad</p> <p>2023: Parks and Leisure Australia (PLA) Environmental Stewardship Award – Brimbank Aquatic and Wellness Centre Splash Pad</p> <p>2022: National Parks and Recreation Association (NRPA) Grand Plaque Winner in Class V (population under 30,000) National Gold Medal Awards for Excellence in Park and Recreation Management - Town of Fountain Hills and Fountain Hills Rotary Splash Pad.</p> <p>2022: Public Works Engineering Australasia (IPWEA) Award for Best Project Under \$1.5M for Kelly Reserve Splash Park.</p> <p>2021: Waterplay won the CWB Association Productivity Award. This award recognizes companies that have made a significant investment and deliberate effort to enhance operational efficiency and productivity within their organization.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years 70% of Waterplay sales are to the government sector. This includes sales to municipalities, parks and recreation, and aquatic facilities across North America.	*

22	What percentage of your sales are to the education sector in the past three years?	Over the past three years 12% of Waterplay sales have been to the education sector.	*
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?	Waterplay is exclusively with Sourcewell/Canoe at this time. Since being awarded the Sourcewell contract in 2021, Waterplay's annual sales volume over the past three years has been: 2023: \$1,666,869 USD 2024: \$5,458,601 USD 2025: \$2,783,108 USD	*
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?	We do not hold and GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Lincoln Park Aquatic Center City of Albany, New York Case study and testimonial attached in marketing plan folder	Jessica Morgan, Deputy Commissioner, Department of Recreation, City of Albany	(518) 434-5699	*
Swan Park Splash Pad City of Beaver Dam, WI Case study and testimonial attached in marketing plan folder	John Neumann, Parks, Forestry & Facility Supervisor, City of Beaver Dam	(920) 887-4623	*
Piratesville Splash Pad, Neptune Island Waterpark City of Hartsville, SC Case study and testimonial attached in marketing plan folder	Chastity Jenkins, Grants Administrator, City of Hartsville, SC	(843) 383-3015 ext. 1203	*
Queen Creek Recreation and Aquatic Center Town of Queen Creek, AZ Case study and testimonial attached in marketing plan folder	Joey LaNeve, Aquatics Supervisor, Town of Queen Creek, AZ	(480) 358-3724	
Brushy Creek Splash Pad City of Cedar Park, TX Case study and testimonial attached in marketing plan folder	Jason Miller, Recreation Manager - Facilities, City of Cedar Park, TX	(512) 401-5512	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>With over 38 years of continuous operation, Waterplay has established itself as the originator of the splash pad concept and a global leader in aquatic play solutions. Our longevity and innovation are supported by a comprehensive, multi-layered sales and service model designed to meet the diverse needs of clients around the world.</p> <p>To serve our customers across the United States and Canada, Waterplay maintains a robust and strategically structured sales organization as outlined below:</p> <p>Corporate Leadership</p> <p>Director of Sales – Based at Waterplay's corporate headquarters in Kelowna, British Columbia, this role oversees all aspects of sales strategy, performance, and market development across North America.</p>	

Director of Customer Support – Also located at corporate headquarters, this role ensures alignment between sales operations and customer service excellence, driving a seamless client experience from initial inquiry through project completion.

Director of Marketing – Based at Waterplay's corporate headquarters in Kelowna, BC, this role oversees Waterplay's brand, collateral materials, lead generation, social media presence, trade show strategy, public relations, visual and editorial identity, go-to-market strategy and supports the product development team.

Regional Sales Management

Waterplay's frontline sales efforts are led by a team of five Regional Sales Managers (RSMs) strategically located across five key markets in the United States and Canada. Each RSM is responsible for managing all sales channels within their territory, including:

Direct Sales
 Dealer Network Partnerships
 Key Account Management
 Contractor Engagement (design and installation of splash pad projects)

Our RSMs operate within a consultative sales framework, focusing on strong customer relationships, technical expertise, and project collaboration to ensure client success.

Integrated Sales Support

The sales team is supported by a highly skilled internal network, including Marketing, Customer Support Representatives, Designers, Landscape Architects, and Engineers. This integrated structure provides RSMs with the collateral, technical resources, and creative support necessary to deliver exceptional service, efficient project execution, and industry-leading customer engagement.

The Design and Specification Manager, based in the North American market, is responsible for facilitating the specification of Waterplay products with key specifiers, including Landscape Architects, Aquatic Designers, Architects, Pool Builders and Designers, and Dealers.

This dedicated role supports projects through the entire specification process. Once a Waterplay product has been successfully specified, the project is transitioned to a Regional Sales Manager (RSM), who oversees it through the value chain to ensure successful installation at the end user's site.

Customer Support Representatives (CSR) – Waterplay's Customer Support (CSR) team is based at our corporate headquarters and provides dedicated administrative support to our entire sales organization and dealer network. Each year, Waterplay actively manages more than \$75 million in new projects worldwide, with approximately 70% of that volume originating in North America.

Given this scale, our CSR team plays a critical role in ensuring fast, accurate, and efficient project turnaround for our clients. Their expertise and coordination enable Waterplay to maintain exceptional responsiveness and reliability across all stages of the project cycle.

Additionally, Waterplay's compliance within the ISO 9001 program ensures our processes are regularly audited by a third-party (ISO) for efficiency, accuracy, and continuous improvement. This commitment to quality and operational excellence allows us to consistently deliver the best possible experience to your members.

Technical and Design and Support – Waterplay's Technical and Design and Support (TDS) team is based at our corporate headquarters and provide comprehensive technical support to our sales organization, dealer network, and customers during the pre-sales phase of each project.

The TDS team develops detailed technical documentation and drawings that ensure the smooth and accurate progression of project designs. In addition, they remain readily available to assist with any technical, installation, or operational issues that may arise in the field, ensuring each project is executed efficiently and to the highest standard.

Product Support Representatives – Waterplay's Project Support team provides dedicated assistance to clients following installation. They work closely with splash pad owners and operators to identify and supply any spare parts required to maintain and optimize Waterplay installations.

In addition, the team offers Water Treatment Consultation services, providing expert

		guidance to ensure systems continue to operate safely, efficiently, and in accordance with Waterplay's high-quality standards.	
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Waterplay proudly maintains one of the most experienced and well-established dealer networks in North America. Each dealer partner undergoes a rigorous vetting process prior to joining the network and must demonstrate values aligned with Waterplay's commitment to quality, integrity, and exceptional customer service.</p> <p>Once approved, dealers participate in comprehensive product and service training programs, including hands-on field training with our Regional Sales Managers (RSMs) and mandatory biannual sessions at our manufacturing facility. Because these dealers represent the face of Waterplay to many clients, we invest heavily in their ongoing development — providing continuous coaching and support to enhance their product knowledge, presentation skills, and overall expertise.</p> <p>Waterplay's dealers operate within exclusive territories, where they are the sole representatives authorized to sell Waterplay products. In return, dealers agree to represent only Waterplay within our industry segment, ensuring a focused and dedicated partnership.</p> <p>Our team actively supports these partnerships through consistent lead generation, sales development, and field collaboration. RSMs work hand-in-hand with dealer sales teams to develop opportunities, refine sales techniques, and guide projects through to completion. They frequently accompany dealer representatives to meetings with clients across a variety of market segments — particularly within the public sector — to strengthen relationships, provide technical guidance, and coach throughout the sales process.</p> <p>Today, 17 dedicated dealers serve the North American market, supported by Waterplay's experienced network of Regional Sales Managers.</p> <p>Please refer to the North American Dealer Network and Support Map, which is included in the "Additional Documents" folder.</p>	*
28	Service force.	<p>Corporate Service and Support Structure</p> <p>Waterplay operates with an extensive, full-time service team of 26 professionals based at our corporate headquarters. This group forms the backbone of our operations and is organized into three core departments:</p> <p>Design and Engineering (including water treatment system design) Product Support (pre- and post-sale) Creative Department Design & Engineering</p> <p>At the heart of Waterplay's innovation is our Design and Engineering Department — a six-person multidisciplinary team comprising of mechanical and civil engineers, and industrial designers. With expertise in water management, industrial control and automation, and structural design, this team collaborates closely with all internal departments as well as leading aquatic design firms across North America.</p> <p>Their integrated approach ensures Waterplay consistently delivers products of exceptional quality, performance, and value — meeting or exceeding the stringent standards of ASTM and the Model Aquatic Health Code. This commitment to excellence enables Waterplay to remain at the forefront of product development within the aquatic recreation industry.</p> <p>Product Support</p> <p>Waterplay prides itself on offering the most comprehensive pre- and post-sales support in the industry. Our Project Support team includes four pre-sales and two post-sales specialists, consisting of civil and mechanical engineering technologists and engineers.</p> <p>This team works closely with our sales organization, dealer network, and end users to ensure every project is designed for maximum play value, safety, and compliance. They engage directly with municipal civil works departments, architects, engineers, landscape architects, and local health authorities to confirm all design and regulatory aspects are properly addressed.</p> <p>Following equipment order confirmation, the team conducts pre-construction meetings with general contractors and subcontractors to ensure full alignment on installation requirements. Each project is assigned a dedicated representative who oversees progress through commissioning and client handover.</p> <p>After completion, responsibility transitions to the post-sales support team, who provide ongoing service and maintenance guidance throughout the project's lifespan.</p> <p>Supported by Waterplay's state-of-the-art CRM system, we maintain complete visibility</p>	*

		<p>of every project from conception to completion — ensuring continuity, accountability, and long-term client support. Combined with our 25-year structural warranty on stainless steel and weldments, this approach delivers unparalleled peace of mind and value for Sourcewell members.</p> <p>Creative Department</p> <p>Waterplay's Creative Department encompasses a diverse team of 14 specialists in product design, marketing, social media, trade shows, 3D graphics, and software design.</p> <p>Recognizing the dynamic nature of today's markets, our marketing professionals develop integrated strategies across print, web, and digital channels, executing targeted campaigns that promote Waterplay's brand, innovations, and achievements — including our recognition as a Sourcewell-approved vendor.</p> <p>A dedicated Trade Show Coordinator manages the planning and execution of all corporate events, including major North American trade shows and regional exhibitions attended by our dealer network and supported by Regional Sales Managers (RSMs).</p> <p>Our talented 3D visualization team creates photo-realistic project renderings used extensively by municipalities during public consultations. These visualizations accurately depict how Waterplay splash pads integrate into community spaces, helping clients secure public and stakeholder approval.</p> <p>This same team also develops Waterplay's Interactive Design Software, featured in the Value-Added Attributes section of this proposal. The software enhances project planning and visualization for clients and partners alike.</p> <p>Finally, our in-house product designer collaborates with a third-party design team in Europe to conceptualize and refine new product lines. These innovations are showcased annually at premier industry events — including NRPA, ASLA, IAAPA, and WWA — as well as at regional trade shows and direct client presentations across North America.</p> <p>Examples of our 3D renders and marketing work are included in the references, which are uploaded within the marketing plan folder.</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>In regions where Waterplay is represented by an authorized dealer, customers initiate the ordering process by working directly with the dealer during the project design and quotation phases.</p> <p>The dealer acts as the primary contact for project details, design collaboration, and initial pricing, while Waterplay's internal team supports the process to ensure all quoted pricing aligns with Sourcewell contract requirements.</p> <p>This collaborative approach provides municipalities with access to both Waterplay's expertise and the resources of their seasoned local dealer. Despite the dealer's involvement, all purchasing transactions are finalized directly through Waterplay to guarantee Sourcewell contract compliance and enable accurate tracking and reporting to Sourcewell administration.</p> <p>In areas not served by an authorized dealer, Waterplay's direct sales representatives manage the entire ordering process.</p> <p>Customers work directly with Waterplay staff for project discovery, design, quoting, and final purchase. The direct sales team ensures that all aspects of the order, from initial inquiry to contract fulfillment, are handled in accordance with Sourcewell requirements, maintaining consistency and transparency throughout.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Waterplay's Customer Support Department is dedicated exclusively to supporting the needs of our sales organization and the customers they serve. The team operates within a structured framework of Service Level Agreements (SLAs), which are tracked, monitored, and continuously refined to enhance performance and deliver exceptional client service.</p> <p>The Customer Service department is composed of three specialized functions:</p> <p>Customer Support Representatives (CSRs): Responsible for developing and producing quotes, along with all supporting documentation required to advance an order through the sales process.</p> <p>Technical Design Support Representatives (TDS): Prepare detailed 2D CAD drawings and provide technical expertise to address inquiries, ensuring orders progress smoothly and accurately.</p> <p>3D Visualization Artists: Create high-quality 3D renderings of splash pad designs based on customer briefs,</p>	

bringing project concepts to life through realistic visualization.

Service Level Agreements (SLAs)

Waterplay's Customer Support team adheres to the following SLAs for deliverables:

Quote only: 2 business days

Quote + 2D drawing: 4 business days

Quote + 2D + 3D render: 7-10 business days (including custom design packages)

Pod-Based Service Model

In order to provide efficient customer-focused support, Waterplay's internal teams work in what we call "PlayPods." These are dedicated teams, comprised of three key individuals per pod: a sales leader, customer support representative, and a technical and design support representative. Each PlayPod collaborates on their respective projects from initiation through completion, ensuring cohesive communication, accountability, and a seamless client experience. This allows the teams to work side-by-side for efficiency (rather than handing off projects between team members) and provides the benefit of multiple experts, which serves customers by offering faster and more reliable service.

Pods are evaluated and incentivized based on the revenue targets of their assigned salesperson, fostering shared responsibility and alignment toward project success. This model ensures every team member remains focused on delivering world-class service and achieving the highest standards of order fulfillment.

In addition to the Customer Service Department which supports the Sales process, Waterplay also has a Product Support Department, who deliver industry leading service for parks during and after installation. Product Support covers park commissioning services, operator training, troubleshooting assistance, and parts and warranty processing. The team is available via email, toll free phone support, or remote video assistance as needed, and they support every Waterplay project for the lifetime of the project.

The Product Support team operates in a queue-based approach for new questions, ensuring that a representative is always available to assist a Waterplay customer. Customer cases are tracked via a ticketing system within Waterplay's CRM, so that once a representative is assigned to a case, they begin the customer relationship and carry that specific case to completion, providing the best service and continuity for the park operator. Waterplay logs case history, which allows for visibility for the full lifespan of the park.

Design Approach

At Waterplay, every project is unique—and equally important. Our customer service program is built on proactive engagement, collaboration, and accountability throughout every phase of a project to ensure that the final result aligns with our clients' goals and exceeds expectations.

This ensures each project is managed by professionals who understand local needs, standards, and conditions.

We follow an iterative, start-to-finish process that allows for transparent communication and ongoing client input at every stage:

Project Analysis – We begin by learning the customer's goals, project details, and vision to establish a solid foundation for design and development.

Concept Design & Pricing – Our design team creates conceptual layouts and preliminary pricing for client review. Adjustments are made collaboratively based on client feedback.

Detailed Planning – Once the concept is refined, we prepare detailed plan layouts to ensure the design integrates seamlessly with mechanical and structural requirements—balancing both form and function.

3D Render Development – Our specialized design team—comprised of professionals with backgrounds in landscape architecture, engineering, and computer graphics—develops high-quality renderings that capture the narrative and design intent of each project.

Client Review & Approval – Renders and plans are shared for client approval, ensuring all design expectations are met prior to production.

Post-Installation Support – Even after project completion, our commitment continues.

		<p>Waterplay maintains a dedicated support team that remains available for park maintenance, troubleshooting, and post-installation service to ensure lasting success.</p> <p>Our response-time commitment, backed by SLAs that are tracked daily and reported out weekly, emphasizes timely communication at every step. Whether responding to design feedback, technical inquiries, or service needs, our team prioritizes rapid and thorough responses to keep projects moving efficiently.</p> <p>To help our teams consistently meet and exceed service goals, Waterplay fosters a culture of collaboration, accountability, and continuous improvement. Internal incentives and recognition programs celebrate exceptional service performance and reinforce our commitment to providing outstanding customer experiences.</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Waterplay is fully committed to delivering our products and services with the highest levels of professionalism, efficiency, and quality to all Sourcewell participating entities across the United States (and Canada.)</p> <p>We are dedicated to investing the necessary resources to promote, support, and maximize the value of the Sourcewell contract within our North American customer base. Our goal is to ensure the contract is widely available, clearly understood, and effectively implemented as the primary procurement vehicle within our market.</p> <p>All Waterplay employees involved in contract-related activities receive comprehensive training to ensure a thorough understanding of Sourcewell's structure, benefits, and processes. This ensures every team member can confidently assist customers in accessing and leveraging the contract's full advantages — delivering a seamless and informed purchasing experience at every interaction.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Waterplay is deeply committed to delivering our products and services with professionalism, efficiency, and world-class quality to all Sourcewell participating entities across Canada.</p> <p>We are prepared to dedicate the full strength of our resources to promote, support, and grow the Sourcewell contract within our Canadian customer base. Our objective is to ensure the contract is accessible, well-understood, and actively utilized as the primary procurement solution throughout our markets.</p> <p>All Waterplay personnel engaged with Sourcewell-related activities receive comprehensive training to ensure a complete understanding of the contract's framework and benefits. This enables our team to confidently guide customers in accessing and leveraging the contract, ensuring they consistently receive the full value and convenience it provides.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Waterplay Solutions Corp. does not have any restrictions that would limit us from being able to fully serve all geographic areas of the United States and Canada, as per the Sourcewell contract.	*
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.	Waterplay can service all participating entity sectors on the Sourcewell contract. We have a full national presence in both the USA and Canada, and we have no other purchasing contract that limits our ability to promote the Sourcewell contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Waterplay does not have any contract requirements or restrictions to servicing Sourcewell participating entities in Hawaii, Alaska, or any US Territory.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Waterplay will evaluate requests from nonprofit entities on a case-by-case basis. Consideration will be given to extending the terms of any awarded master agreement to such organizations where it is deemed appropriate and aligned with contractual and operational requirements.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
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37	<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>Waterplay's marketing strategy for promoting its cooperative contract with Sourcewell is rooted in education, accessibility, and innovation. As a long-standing Sourcewell awarded vendor (since 2021), we understand that the key to successful contract adoption is ensuring customers see how it simplifies their purchasing journey while connecting them to Waterplay's larger purpose of creating global communities connected through play and social experiences.</p> <p>Our marketing team will leverage its deep experience in public procurement marketing, digital engagement, and community storytelling to maximize visibility and utilization of this contract across North America. Through an integrated, data-driven marketing strategy that blends education, storytelling, and measurable engagement, Waterplay will actively promote the value of its Sourcewell partnership across North America in the following ways:</p> <p>Integrated Brand and Awareness Campaigns</p> <p>Prominent Sourcewell logo and contract messaging featured across all Waterplay digital touchpoints, including our website (www.waterplay.com), product pages, and blog. Inclusion of Sourcewell information in digital and print collateral, catalogues, trade show displays, and advertising campaigns to reinforce contract benefits and easy access. Targeted social media and blog content highlighting customer success stories that demonstrate the value of using the Sourcewell contract — emphasizing speed, compliance, and partnership.</p> <p>Sales Enablement and Education</p> <p>Development of dedicated Sourcewell selling aids, quick-reference guides, and knowledge-base resources for both internal teams and dealer partners. Integration of Sourcewell messaging into our CRM and proposal templates to ensure consistency across all touchpoints.</p> <p>Regular training and webinars for the North American sales team focused on positioning Sourcewell as the preferred procurement pathway for municipal, government, and educational clients.</p> <p>Inclusion of Sourcewell details (logo and call-to-action) in sales email signatures, proposals, and presentations for clear visibility at every customer interaction.</p> <p>Customer-Focused Storytelling</p> <p>Launch of a "Procurement Made Simple" digital mini-campaign highlighting case studies of parks and recreation projects successfully procured through Sourcewell.</p> <p>Co-branded storytelling with Sourcewell to demonstrate how cooperative purchasing saves time, ensures compliance, and supports equitable access to play and recreation spaces.</p> <p>Trade Shows and Community Engagement</p> <p>Inclusion of Sourcewell messaging (and physical Sourcewell display flag) in trade show booths, speaking engagements, and regional municipal showcases across North America.</p> <p>Collaboration with industry associations (e.g., NRPA, CPRA, APRA, ASLA) to raise awareness of cooperative purchasing as a trusted solution.</p> <p>Analytics and Continuous Improvement</p> <p>Use of digital tracking and campaign analytics to measure engagement, awareness, and lead generation tied to Sourcewell promotions.</p> <p>Ongoing review and optimization of outreach materials and messaging based on customer insights and feedback.</p> <p>Additional examples of marketing work are included in the marketing folder. Items included are:</p> <ol style="list-style-type: none"> 1) HowWaterplayCustomizes.pdf (an example of a custom project we featured) 2) SourcewellSellingAid.pdf (a selling tool we created specifically for Sourcewell) 3) WaterplayBrochure.pdf (a digital copy of our brand new Waterplay brochure to drive sales) 4) WaterplayESignatureSample.png (a screenshot of how our sales teams use the Sourcewell logo and messaging in their email signatures) 5) WaterplaySourcewellWebPage.png (a screen shot of the live web page on the Waterplay website, which features the benefits of Sourcewell. You can also visit this content live at: https://www.waterplay.com/en/planning/sourcewell-purchasing/)
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Waterplay leverages a comprehensive, data-driven digital marketing ecosystem to connect with customers, amplify brand awareness, and generate measurable results. Our marketing strategy integrates SEO, SEM, automation, and analytics to ensure every digital touchpoint serves our customers.</p> <p>High-Performance Digital Presence</p> <p>Waterplay is currently redeveloping its website ecosystem for even stronger performance in organic search and automation. Our website consistently ranks highly in organic search due to a robust SEO strategy emphasizing relevant content, strategic keyword placement, evergreen content, and ongoing technical optimization for speed, accessibility, and mobile responsiveness. We regularly refresh web pages, blog articles, and landing pages, and are guided by engagement metrics and search intent data, ensuring content resonates with municipal, educational, and commercial audiences.</p> <p>Targeted Digital Advertising and Search Marketing</p> <p>SEM campaigns: Active Google Ads and retargeting initiatives combine keyword optimization, geographic segmentation, and audience profiling to reach decision-makers within specific sectors such as parks and recreation, municipal procurement, and aquatic facility planning. Performance data (conversions) are continuously analyzed to optimize ad spend, refine creative messaging, and enhance ROI through A/B testing and predictive analytics.</p> <p>Marketing Automation and Customer Intelligence</p> <p>Waterplay is rolling out a leading marketing automation platform to track engagement across channels — from website visits and downloads to email opens and form submissions. This enables personalized customer journeys: automated follow-ups deliver curated content aligned to each user's stage in the buying process (e.g., planners, designers, consultants, procurement officers). Integration with our CRM system allows our Sales and Marketing teams to respond in real time to qualified leads, improving close rates and customer satisfaction.</p> <p>Social Media, Storytelling, and Community Building</p> <p>Waterplay has established, growing, and active social media channels (LinkedIn, Instagram, Facebook, YouTube) each of which are used to share educational, promotional, and community-driven content, reaching tens of thousands of industry followers across North America. Metadata and audience insights inform post timing, ad targeting, and engagement strategies to ensure messages reach the right audience at the right time. Our blog and visual storytelling highlights customer success stories, sustainability initiatives, and innovation in play theory and design — driving both inspiration and conversion.</p> <p>Continuous Innovation and Leadership</p> <p>In 2023, Waterplay invested in its Marketing leadership, creating two key positions on the team, a Marketing Operations Manager to lead data analytics, marketing automation, and paid media optimization as well as a Marketing Director to oversee earned, owned and paid strategy, as well as customer engagement and acquisition.</p> <p>The Marketing Operations role focuses on enhancing multi-platform integration — uniting SEO, paid media, and content performance data to deliver a cohesive, customer-centric digital strategy. Waterplay's Marketing Director was formerly a senior leader in one of Canada's largest municipalities, where she oversaw marketing, communications, and public engagement, building a strong understanding of what municipalities need during the buying process. With firsthand knowledge of the municipal buying journey, the Marketing Director and team benefit from these insights to drive a proactive outreach strategy to engage with municipal customers early in the process.</p>
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39	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>Waterplay views Sourcewell as a trusted partner that simplifies procurement and strengthens buyer confidence through its rigorous vendor vetting process. We value Sourcewell's role in promoting awarded suppliers to its broad network of members, positioning Waterplay as a reliable, qualified partner that meets high standards of quality, service, and value.</p> <p>In turn, Waterplay will actively promote Sourcewell as the preferred procurement pathway for our municipal, government, and educational clients. From the earliest stages of client engagement, our sales process will highlight the benefits of cooperative purchasing — including efficiency, compliance, and cost-effectiveness — as an integral part of our consultative approach.</p> <p>Our marketing and sales teams will integrate Sourcewell messaging throughout the customer journey, incorporating the Sourcewell logo, information, and contract link in proposals, presentations, digital assets, and training materials. Waterplay's North American sales and distribution network will receive ongoing education and resources to ensure consistent messaging and deep understanding of the contract's value to clients.</p> <p>We see this as a true partnership: Sourcewell's credibility and reach amplify Waterplay's strong brand position, while our marketing and customer engagement efforts expand awareness and adoption of Sourcewell's cooperative purchasing benefits. Together, we will deliver a seamless and transparent procurement experience that helps communities access innovative play and recreation solutions with confidence and ease.</p> <p>Please refer to marketing documents, such as the Sourcewell Selling Aid in the marketing folder for samples of how we market Sourcewell via our marketing and sales teams.</p>	*
40	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.	To ensure the success of the project, Waterplay products are best sold through a consultation process which includes a team of Waterplay experts dedicated to supporting the key decisions that must be made at critical times through the design concept, design and shipping phases of the project. As a strategic decision, Waterplay has not currently made our products available through an e-procurement ordering process at this time but will continue to evaluate future opportunities.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Waterplay has an in-house training program, complete with specific training modules that can be tailored to the client's training needs. Recordings of previous training sessions are made available, or training can be delivered live, depending on the situation. Access to the training is provided free of charge for Waterplay customers and partners.</p> <p>Waterplay has a formalized technology-first training division within the company called the Waterplay Academy. This division is responsible for the creation and administration of company authorized training videos, programs and presentations to ensure that our internal teams, partners, and customers are thoroughly educated in our products, procedures, and best practices.</p> <p>We also offer CEU-certified educational training for professional architects, LA firms, Engineers, and Installers throughout North America. These CEU sessions offer credits towards their applicable professional designations and add value to their professional growth.</p> <p>The Waterplay Product Support team also has a growing collection of helpful YouTube videos designed specifically for park owners and operators. These videos cover specific controller operation, spring startup questions, winterization procedures, basic troubleshooting procedures, and feature maintenance.</p> <p>For in-person training, Waterplay offers a technical session with a factory technician. The training is required for any recirculation system sold, and will cover mechanical maintenance, safe operation procedures, startup and winterization, and more. Parks installed without recirculation systems can purchase optional training from Waterplay as well, with the costing specific to each project to cover applicable travel costs.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>Waterplay continuously invests in technology and innovation to elevate the customer experience and enhance project outcomes. One of our most significant advancements is the development and maintenance of our proprietary in-house design software, Waterplay Interactive.</p> <p>Waterplay Interactive is a powerful facility design platform available on both desktop and mobile. It allows users to conceptualize and design splash pad layouts anytime, anywhere—literally at their fingertips. This software empowers our customers, sales representatives, and design partners to collaborate in real-time, visualizing their project as it takes shape.</p> <p>Using Waterplay Interactive, our team can generate:</p> <ul style="list-style-type: none"> - Preliminary quotes within minutes, - 2D layout plans tailored to site requirements, and - 3D renderings and fly-through animations that provide a realistic representation of the final installation. <p>This immediate, interactive capability allows us to bypass traditional SLA timelines and dramatically accelerate the design and review process—all while maintaining exceptional design quality and accuracy.</p> <p>In addition, Waterplay has an in-house Visualization Team comprised of highly specialized 3D artists, architectural visualizers, and technical artists. This team leverages cutting-edge software such as Unreal Engine, Twinmotion, and advanced simulation tools to produce photorealistic imagery, cinematic fly-through videos, and real-time water animations that bring projects vividly to life.</p> <p>Beyond design and visualization, Waterplay's Product Development and Engineering Teams focus on innovative solutions to reduce maintenance requirements, while improving durability, and increasing the long-term adaptability of our products. Every feature is designed with modularity and serviceability in mind—allowing for future upgrades, retrofits, or component replacements without extensive downtime or costly reconstruction.</p> <p>Waterplay parks also use an advanced controls system to manage the water. smartPLAY controllers with smartACCESS allow users to remote monitor their system, and set up different events that happen when children push an activation button. The controller is programmed by the factory specific for the project, and owners can customize their operating hours, water usage, and more. For parks that use a recirculation system, the park controller will monitor the water chlorine levels, and lock out the system if it detects a problem with an alarm readout for the operator.</p> <p>Waterplay's product support team leverages a technology-first solution to support maintenance teams and park operations. The tool – Rescue Video Software – allows the Waterplay team to share a digital link from its head office in Kelowna to the operator, who may be located anywhere in North America. The link is sent to the operator's cell phone, and within seconds a Waterplay Product Support Representative can see exactly what the operator is seeing using the operators cell phone camera. This greatly speeds up the troubleshooting process and efficiently helps accurately diagnose and resolve problems.</p> <p>Waterplay has made a major investment in technology this year with the inclusion of a new enterprise resource planning (ERP) system (Netsuite). This modern ERP platform is being implemented to streamline our internal processes, enhance data accuracy, and improve overall efficiency across departments. By upgrading our systems, we aim to deliver better service to our customers, support our teams, and enable smarter decision-making for continued business growth.</p>
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Waterplay is deeply committed to sustainability, embedding environmental stewardship and social responsibility into every aspect of our operations and product design. Our initiatives align with global sustainability standards and reflect our belief that play should contribute to a healthier planet and more resilient communities.</p> <p>Our company is committed to achieving net-zero carbon emissions by 2050, actively reducing greenhouse gas emissions through operational efficiency, renewable energy adoption—including hydroelectric power for our manufacturing plant—and responsible offset projects.</p> <p>We design cool, green public spaces by adding shade, natural elements, and sustainable materials, with a special focus on underserved and high-density urban areas. Our initiatives support biodiversity and ecological preservation by using native plants and integrating habitats, helping build community resilience and accessible, inclusive environments.</p> <p>Up to 95% of the water used in our operations is recycled, and we prioritize recycled materials, designing products for reuse and recycling. All our sustainability initiatives are governed by our internal Sustainability Policy, which aligns with internationally recognized best practices and environmental management frameworks such as ISO 14001 and the United Nations Sustainable Development Goals. We also maintain ethical supply chains and actively engage our partners to promote responsible sourcing and environmental practices.</p> <p>Waterplay's printed marketing collateral uses FSC-certified paper and the marketing team employs a “digital-first” strategy wherever possible.</p> <p>Please refer to Waterplay's Sustainability Policy, which has been uploaded to the Additional Documents folder.</p>	*
44	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>Working within the ISO 14001 framework, Waterplay's adherence to ISO ensures that our organization considers internationally recognized sustainability standards to allow for continuous improvement on our journey to reduce the environmental impact of our growth.</p> <p>*See attached ISO certificates, which are included in the Financial Strength and Stability folder.</p>	*
45	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>Waterplay offers solutions for splash pad features, Activity Tower play structures, and water treatment systems. We also partner with other manufacturers to provide additional site amenities such as shade, park benches, installation services, floor tiles, and other site amenities. This all-in-one approach simplifies the sales process for the purchaser to allow a project to be sourced from one place.</p> <p>Waterplay also opened a new indoor test pad at its Kelowna, BC headquarters in 2019, and launched an internal project to test and record data for every single catalog item. We now have test pad video and footage of every single feature that we sell, with the exact recorded pressure and flow rates at minimum, maximum, and recommended spray levels. This is industry leading, real-life data which is readily available to help designers and cities as they plan projects.</p> <p>Waterplay has also been established in the industry since 1987 and are well known for their after-sales service led by their Product Support team. Projects are supported by Waterplay for the entire lifetime of a project, and the Waterplay Product Support team is made available at no extra costs to help operators at any stage of the project.</p>	*
46	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>The Waterplay Warranty Policy outlines the warranty included for each material and part of the products (see attachment included in submission titled Waterplay Warranty Policy). Parts and freight costs are covered under the warranty, and on occasion Waterplay will cover installation and travel costs depending on the situation. These situations are reviewed on a case-by-case basis.</p> <p>To submit for a warranty, a park owner simply needs to contact Waterplay with details of the issue so that the Product Support team can review the problem and project history. There are many avenues to contact Waterplay's Product including a website form, email address, toll free number, or via a local distributor. All efforts are made to resolve warranties as fast as possible, and avoid any down-time for the project.</p>	

47	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>At Waterplay, we believe every person deserves the opportunity to play, connect, and belong. Inclusivity is built into every step of our process—from design and engineering to manufacturing, installation, and ongoing support.</p> <p>All Waterplay products are designed in accordance with relevant ASTM standards and meet accessibility requirements in both the United States and Canada, including ADA compliance. Beyond meeting standards, our goal is to create play spaces that foster shared joy, sensory engagement, and community connection for users of all abilities.</p> <p>Play Zone Philosophy</p> <p>Our Play Zone Philosophy—Discovery, Exploration, and Adventure— ensures each environment offers meaningful play opportunities for everyone, regardless of mobility or age.</p> <p>Discovery Zone: Features gentle, low-impact activities that are easily accessible and promote curiosity through multi-user interaction.</p> <p>Exploration Zone: Encourages movement and engagement for all abilities with moderate-height, visually stimulating water features.</p> <p>Adventure Zone: Includes our boldest water effects—like dumping buckets and water cannons—designed for safe, ground-level participation so everyone can join the fun.</p> <p>Inclusive Structural Design</p> <p>Our Activity Tower play structures blend elevated play with accessible ground-level experiences. Each tower includes an ADA-compliant staircase entry and nearby interactive features that promote shared play between users of varying abilities.</p> <p>Commitment to Accessibility</p> <p>Design: Barrier-free layouts and sensory diversity are prioritized.</p> <p>Manufacture: Materials and finishes meet or exceed accessibility and safety standards.</p> <p>Installation: Carried out by trained teams to ensure full accessibility compliance.</p> <p>Through thoughtful design and continuous innovation, Waterplay creates inclusive, accessible environments where every visitor can experience the joy of play.</p>
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>- Certified Women's Business Enterprise – WEConnect International (valid until May 2026.) WEConnect International is a nonprofit global organization that certifies women-owned businesses. Its mission includes driving capital into the hands of women entrepreneurs by verifying their ownership and control. Waterplay is proud to have been owned by Jillian White since 2004.</p> <p>- ISO 9001:2015 – Quality Management System (valid until August 2028)</p> <p>- ISO 14001:2015 – Environmental Management System (valid until August 2028)</p> <p>All three of these documents are included in the Financial Strength and Stability folder.</p>
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Waterplay only uses the highest quality materials in our manufacturing. This includes 304 and 316 Stainless Steel, Acetal, Urethane, Acrylic, and Fiberglass. All of our materials are backed by an industry leading warranty.</p> <p>Our manufacturing facility has had heavy investment in the past decade, including the latest manufacturing technology. This includes a laser cutter, CNC equipment, and a tube bending machine capable of bending up to 6" diameter pipe. In addition, the manufacturing plant has on site sandblasting and powder coating to ensure quality standards being met. The shop adheres to the ISO9001 and ISO 14001 standards.</p>

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>At Waterplay, safety, wellbeing, and accessibility are integral to every product and design. As a contributing ASTM member, Waterplay helps shape industry standards and ensures all products comply with applicable ASTM safety and accessibility requirements.</p> <p>Our play environments are typically zero-depth, eliminating standing water and reducing drowning risks. Each spray feature is carefully engineered with smooth, tamper-resistant nozzles to prevent injury, even at high pressure levels.</p> <p>Guided by the 7 Principles of Universal Design, our layouts and product groupings create barrier-free, inclusive spaces that welcome users of all ages and abilities.</p> <p>Using our Play Zone Philosophy—Discovery, Exploration, and Adventure—we design environments that balance physical, sensory, and social engagement:</p> <p>Discovery Zones: Gentle, low-impact features for early or limited-mobility play.</p> <p>Exploration Zones: Interactive elements that promote movement and curiosity.</p> <p>Adventure Zones: Bold, ground-level features encouraging shared group play.</p> <p>Our Activity Tower structures combine elevated adventure with ADA-compliant access and inclusive ground-level activities to ensure everyone can participate.</p> <p>Through thoughtful design, rigorous engineering, and a commitment to innovation, Waterplay creates safe, inclusive, and engaging environments that support the wellbeing of every user.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>Waterplay understands that municipalities strive to create unique and memorable community spaces, and we offer multiple levels of customization to suit a variety of budgets. Customization is an area where Waterplay shines and differentiates itself from its competition to meet community and customer needs.</p> <p>Where possible, our products include the option to add custom graphics or decals — such as city logos, sponsor or donor recognition, or imagery that reflects the community's identity and values. In some cases, simply arranging existing features in a creative layout can produce a distinctive and memorable design. For example, combining our “Calypso” and “Crownsnest” features can form a boat-themed play zone, while the addition of graphics can transform the scene into a shipwreck adventure.</p> <p>Beyond layout and graphics, many of our products are designed for easy modification. We can adjust feature heights, swap spray nozzles to create new water effects, or make simple structural adjustments — such as adding panels or reshaping welded tabs and acrylic handles. These flexible design elements allow us to deliver customized solutions that are creative, cost-effective, and aligned with project budgets.</p> <p>For communities seeking something truly special, Waterplay also offers fully custom product design. These one-of-a-kind creations often begin as a concept or hand sketch, which our talented Visualization and Engineering teams bring to life. Full custom solutions are ideal for large-scale or destination projects where a municipality envisions a signature feature or landmark centerpiece.</p> <p>Waterplay has designed, manufactured, and installed numerous custom-themed projects worldwide. Through years of experience, we have developed a comprehensive portfolio of products inspired by customer feedback and previous custom projects — all with the goal of offering the widest range of creative and functional solutions possible.</p> <p>Many customer projects require a higher level of customization, and Waterplay is uniquely equipped to deliver on those needs. Customization is a core element of our product development process, and we continually evaluate opportunities to bring successful custom designs into our commercial product line where it benefits our clients.</p> <p>Our sales team and dealer network are trained to thoroughly understand each customer's vision and requirements, working collaboratively to combine standard products with tailored solutions that bring every project's dreams and goals to life.</p> <p>Please find a case study on How Waterplay Customizes, which is included in the marketing plan folder.</p>

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 checked="" type="radio"/> Yes <input type="radio"/> No	<p>Waterplay encourages diversity and inclusion in our workforce and is a certified woman-owned business through WBE Canada.</p> <p>WBE Certification – Membership No. 1000001103 (document uploaded within the Financial Strength and Stability folder.)</p>	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*

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.	Waterplay will offer Sourcewell members terms of 100% net 30 days from product ship date. Accepted payment methods include cheque (check), ACH and wire payments.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Waterplay does not offer leasing or financing options at this time.	*

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.	<p>Our transaction documents include a standard quote template and a comprehensive submittals package, both of which outline order details, terms and conditions, and any service-level agreements relevant to the project.</p> <p>These documents are designed to facilitate clear communication and transparency throughout the procurement process, ensuring that Sourcewell participating entities have access to all necessary information prior to finalizing an agreement. By providing these resources, Waterplay streamlines the transaction process and supports effective collaboration between our team, dealers, and clients.</p> <p>The items we request returned for an order are:</p> <ul style="list-style-type: none"> - Signed Quote (Standard Transaction – Document Example – Quote with Terms and Conditions.pdf) - Project Finalization Form (Standard Transaction – Document Example – Project Finalization Form.docx) - Colour And Graphic Selection Forms (Standard Transaction - Document Example - Colour And Graphics Selection.pdf) - Custom Feature Sign Offs (Standard Transaction - Document Example - Custom Feature Sign Off.pdf) <p>You can find examples of documents we provide in the following attachments, which have been uploaded to the Pricing folder.</p> <ul style="list-style-type: none"> - Standard Transaction – Document Example – Quote with Terms and Conditions.pdf - Standard Transaction – Document Example – Project Finalization Form.docx - Standard Transaction - Document Example - Colour And Graphics Selection.pdf - Standard Transaction - Document Example - Custom Feature Sign Off.pdf - Standard Transaction – Document Examples.zip <p>The zip file contains all documents provided for submittal so that it is clear what is being purchased.</p>	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Currently, Waterplay does not accept P-card payments for procurement or transactions. However, if Sourcewell members value this payment method for lower-dollar purchases, Waterplay is open to implementing P-card acceptance should we be awarded the Sourcewell contract.</p>	*

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.	<p>Waterplay's pricing is based on a percentage discount from our published MSRP catalog prices.</p> <p>In collaboration with our local sales representatives—who serve customers both directly and through our dealer network—Waterplay works closely with each client to deliver customized solutions tailored to their project's unique needs.</p> <p>For every project, we source the best possible resources to achieve the optimal balance of quality and cost. While Waterplay may not always be the lowest-priced provider, we consistently deliver the best overall value to our customers.</p> <p>Our commitment to value is measured through a comprehensive set of criteria, including:</p> <ul style="list-style-type: none"> - Product Life Cycle: Longevity and performance in the field - Total Cost of Ownership: Long-term economic efficiency - Durability: Proven resilience in diverse environments - Ease of Installation: Streamlined setup and implementation - Maintenance Requirements: Minimal upkeep for lasting performance - Warranty Policy: Industry-leading coverage and reliability - Past Performance: Proven success with government and public-sector clients - Customer Service Response Time: Timely, professional support at every stage <p>These factors together ensure that Waterplay provides the most reliable and cost-effective solution for every customer, delivering superior results over the lifetime of the installation.</p> <p>Both the U.S. and Canadian MSRP price lists are included as attachments for reference in the Pricing folder.</p>	*
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.	We are offering an (11) eleven percent discount across the board on all SKUs from our current MSRP price list.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Waterplay will offer a (12) twelve percent discount off our MSRP list price for all Waterplay manufactured products for orders over \$100,000 in equipment. Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Waterplay would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.	*
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>Waterplay's local sales representatives and dealers collaborate closely with each customer to assess their specific project requirements and develop tailored playground or aquatic play solutions.</p> <p>Once project needs are defined, the sales representative works with Waterplay's approved third-party product suppliers to identify and propose the appropriate sourced products, equipment, and related services necessary to deliver a comprehensive turnkey solution.</p> <p>All sourced products, equipment, and associated services will be quoted on a cost-plus basis, with a maximum margin not to exceed 25%.</p>	*
69	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>Bonding is not included in the listed pricing. If bonding is required, an additional fee equal to 3% of the total purchase order amount will apply and is payable to Waterplay.</p> <p>Please note: Pricing does not include installation, site preparation, equipment unloading upon delivery, safety audits, or inspections.</p>	*

70	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>To ensure our customers receive the best service at a fair price, Waterplay provides custom freight quotes for each order. Freight costs are determined based on the product mix, destination, and any special delivery requirements requested by the customer.</p> <p>Each quote includes carrier fees, as well as packaging and handling charges, which are not included in the product's purchase price. Freight quotes are valid for 30 days and considered firm at the time of order, unless the customer makes changes that affect the original shipping parameters after the order has been placed.</p> <p>Once an order is confirmed, Waterplay will issue a written order confirmation that includes an estimated ship date and expected arrival time (ETA). These details will be updated and finalized as the delivery date approaches.</p> <p>Delivery terms are as follows:</p> <ul style="list-style-type: none"> - FCA Origin for all truck deliveries - CIF Destination Port for all marine shipments <p>All products are carefully wrapped and packaged to prevent loss or damage during transport, to assist with loading and unloading, and to comply with local import regulations.</p> <p>Upon delivery, customers must inspect all shipments immediately. Any damage, errors, or missing items must be reported to Waterplay and the transport company within 48 hours of receiving the goods.</p> <p>Waterplay is committed to working closely with customers to accommodate any unique transportation needs and to identify the most suitable and cost-effective shipping solutions.</p>
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Waterplay has extensive experience shipping products throughout Canada, to Alaska and Hawaii, and to a wide range of international destinations. We integrate all applicable shipping and import requirements into our standard practices to ensure smooth, compliant delivery worldwide.</p> <p>Our customer support team collaborates closely with our freight brokers to secure the most competitive freight rates that align with each customer's delivery requirements.</p> <p>These rates are provided for customer approval prior to arranging transport. Whenever possible, we consolidate shipments to reduce overall shipping costs—savings that are reflected in our customer quotes.</p>

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Waterplay's products are known for their distinctive shapes and sizes, which can present logistical challenges during shipping. To address this, we implement a specialized packaging and delivery approach that ensures safe, efficient, and damage-free transport.</p> <p>Our method includes:</p> <ul style="list-style-type: none"> - Custom Crating and Palletization: Products are securely packaged using a combination of protective materials, custom-built crates, and clearly labeled, palletized shipments. - Simplified Offloading: Packaging is designed to streamline unloading at the destination, with clear instructions provided for contractors and receivers to ensure smooth handling. - Tailored Shipping Solutions: Recognizing that each project has unique requirements, Waterplay offers flexible and cost-effective delivery options customized to meet the specific needs of our customers. <p>In addition, Waterplay is proud to be a part of the ISO program, participating in ISO 9001:2015 which reflects our commitment to quality management and continuous improvement. This certification ensures that our distribution and delivery processes are governed by rigorous standards, including:</p> <ul style="list-style-type: none"> - Documented Procedures for packaging, handling, and shipping. - Consistent Quality Assurance Checks throughout the logistics chain. - Customer-Centric Process Design to ensure satisfaction and reliability. <p>Our ISO-based practices not only enhance the safety and efficiency of our deliveries but also provide our customers with confidence in the consistency and quality of our service.</p>	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>All orders received and entered into Waterplay's order processing system will be tagged as Sourcewell contract orders. A Sourcewell discount code will be applied to each order, ensuring our accounting team can verify that the correct contract pricing has been assigned.</p> <p>If Waterplay is awarded the Sourcewell contract, we will implement a defined internal process to ensure full compliance with all contractual obligations. This will include:</p> <ul style="list-style-type: none"> - Creating a dedicated Sourcewell identifier within our CRM and quoting systems. - Establishing a reporting and tracking framework to capture all sales made under the Sourcewell contract, including details such as participating member information, products and services sold, and applicable pricing. - As part of our ISO process we perform audits throughout the year and a yearly audit by an independent third party ISO certifying body. <p>A comprehensive quarterly report will be submitted to Sourcewell administration, accompanied by the remittance of the agreed-upon administrative fee.</p>	*

74	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>Waterplay utilizes a Customer Relationship Management (CRM) system designed with a formalized commercial process that tracks every stage of engagement — from lead generation through to revenue realization.</p> <p>All Sourcewell-related opportunities will be tagged within the CRM at the earliest point of identification (where possible). This enables Waterplay to track and measure conversion rates throughout the sales process, from initial lead to completed order.</p> <p>Key Performance Metrics</p> <p>To evaluate the effectiveness and success of our business activities — and specifically our Sourcewell-related opportunities — Waterplay monitors the following metrics:</p> <ul style="list-style-type: none"> - Marketing Campaign Effectiveness: Analysis of digital engagement and conversion data to assess campaign impact. - Lead Generation: Number of leads identified and tagged as Sourcewell opportunities. - Lead Conversion Rates: Progression of leads through the sales funnel — from Lead to Marketing Qualified Lead (MQL), and from MQL to Sales Qualified Lead (SQL). - Opportunity Win Rate: Percentage of Sourcewell opportunities successfully converted into sales. - Sales Velocity: Speed at which leads progress through the sales process. - Overall Pipeline Win Rate: Comparison of total leads generated versus total revenue realized. <p>By closely monitoring these metrics, Waterplay is able to analyze performance, refine strategies, and continuously improve effectiveness throughout the entire sales pipeline — ensuring ongoing business success and optimized results for the Sourcewell program.</p>	*
75	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.	Waterplay is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding feeds and taxes.)	*

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.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

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

Line Item	Question	Response *	
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77	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>At Waterplay, we believe that there's much more to a play space than just play. Our vision is to design and support the creation of functional, high-quality, safe, and engaging aquatic play spaces for communities across North America — spaces that families of all ages and abilities can enjoy together.</p> <p>To bring this vision to life, Waterplay offers an extensive range of aquatic play equipment and site amenities, ensuring every project results in a comprehensive, inclusive, and fun community environment — right down to the final detail.</p> <p>Aquatic Play Equipment Offerings:</p> <p>Freestanding Water Play Features Water Play Systems Aquatic Therapy Equipment Ground Sprays and Fountains Activity Towers (Aquatic Recreational Structures) Water Management Systems Amenities – Seating Amenities – Shade Amenities – Recreational Surfacing Amenities – Self-Cleaning Toilet Facilities Additional Services</p> <p>Waterplay provides end-to-end project support, from initial concept and planning through to installation and ongoing maintenance. Our team is dedicated to helping clients achieve successful, sustainable, and community-focused aquatic play spaces.</p> <p>Comprehensive Services Include:</p> <p>Feasibility Planning Funding and Cost Analysis Site Planning RFP Design, Bid, and Build Team Support 2D and 3D Design Services Project Management Pre-Sale Technical Support Full Logistics Coordination Owner/Operator Site Commissioning and Training Post-Installation Technical Support (for the lifetime of the project) Shade Installation Toilet Facility Installation Surfacing Installation</p>
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78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Freestanding Water Play Equipment</p> <ul style="list-style-type: none"> - Activators - Cannons - Columns - Dumping Buckets, Soakers and Spinners - Spirals, Arches and Passthroughs - Toddler - Stones <p>Play Systems</p> <ul style="list-style-type: none"> - Interactive Water Stream (Discovery Stream) - Modular Play Tables (Waterways) <p>Aquatic Therapy</p> <ul style="list-style-type: none"> - Restorative water jets <p>Ground Sprays and Fountains</p> <ul style="list-style-type: none"> - Standard Ground Sprays - Illuminated Ground Sprays - Interactive Puddles <p>Activity Towers (aquatic recreational structures)</p> <ul style="list-style-type: none"> - Mini Series - Discovery Series - Exploration Series - Adventure Series <p>Water Management</p> <ul style="list-style-type: none"> - Activators (also noted in Freestanding Play Equipment – press for water activation) - Controllers - Manifolds - Water Management Systems - Above and Below-grade Kiosks and Vaults - Water Holding Tanks - Diverter Strainer Systems - Drains <p>Amenities – Seating</p> <ul style="list-style-type: none"> - Picnic tables and stools - Benches - Sitting Stones <p>Amenities – Shade</p> <ul style="list-style-type: none"> - Freespan - Cantilever - Framed - Shade Sails - Cyclone Umbrellas - Hypar and Hypod Shade Kits <p>Amenities – Aquatic Recreation Surfacing</p> <p>Amenities – Self-cleaning Toilet Facility</p> <ul style="list-style-type: none"> - Urban Design Line - Nature Design Line 	*
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Table 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>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p>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; Freestanding Water Play Equipment: designed to adapt to any aquatic environment, zero-depth park settings as well as beach entry, wading and lazy river pool environments, Waterplay's freestanding water play equipment can be easily configured together to create unique play spaces that suit the needs of any project design. Teeming with play value, exciting water effects, interactive play elements, opportunities for collaboration and exciting theming options—from water cannons, to larger than- life dumping buckets, toddler-sized sprayers and raining</p>	

leaves— the possibilities for playful design for all ages and ability levels are endless.

Water Play Systems: a focal point of the play space and natural gathering spot for discovery and mindful play, water play systems are a collection of play elements that work together to create a dynamic play experience. Build a modular streambed with water weirs, twists and turns, or build an imaginative waterfall with channels, basins and playful water games.

Aquatic Therapy Features: for use in pool environments at the water's edge, aquatic therapy features are used to soothe the body with therapeutic water stimulation that relaxes muscles and calms the mind.

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

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

- 304l stainless steel
- Durable, recyclable polymers
- Robust powder coatings
- Modular, adaptable product designs
- Industry leading mounting systems,

playPHASE™ and playCONNECT™ for simplified installation, maintenance, and future refurbishment

- Optimized water usage for intended installation environments
- Leading play value for all ages and abilities
- Theming and customization options available

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

			most aquatic play spaces. - Leading industry technology to support sustainable aquatic play spaces - Intuitive interfaces with remote access capabilities - Robust, industry proven materials - Wide range of options, configurations and accessories - Customizable to fit the unique needs of any project	
80	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: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
81	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: 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.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
82	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: 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).	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Feasibility planning - Funding and cost analysis - Site planning - RFP design, bid, and build team support - 2D and 3D design services - Project management - Pre-sale technical support - Full logistics coordination - Owner/operator site commissioning and training - Post-installation technical support for lifetime of project - Shade installation provided - Toilet facility installation provided - Surfacing installation provided	*

Table 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](#) - Waterplay Price Lists (US and CAD).zip - Thursday October 16, 2025 15:27:14
 - [Financial Strength and Stability](#) - Certifications.zip - Thursday October 16, 2025 14:46:46
 - [Marketing Plan/Samples](#) - MarketingPlan.zip - Thursday October 16, 2025 14:48:16
 - [WMBE/MBE/SBE or Related Certificates](#) - WeConnect_Certificate_2026.pdf - Thursday October 16, 2025 14:48:35
 - [Standard Transaction Document Samples](#) - Waterplay Standard Transaction Document Samples.zip - Thursday October 16, 2025 15:42:32
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sustainability Policy and Dealer Map.zip - Thursday October 16, 2025 14:55:01

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. - Nadine Pretorius, Vice President, Finance and Administration, Waterplay Solutions Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2