

**MASTER AGREEMENT # 101625**

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

**SUPPLIER:** Vortex USA Inc. dba Vortex Aquatic Structures International

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Vortex USA Inc. dba Vortex Aquatic Structures International, 31 Northern Ave., Plattsburg, NY 12903 (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.

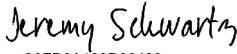
### **Article 3: Supplier Obligations to Participating Entities**

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: 1/6/2026 | 5:59 AM CST  
\_\_\_\_\_

Vortex USA Inc. dba Vortex Aquatic  
Structures International

Signed by:  
  
1343686943B34C4...

By: \_\_\_\_\_  
Jason Menghile  
Title: VP Finance

Date: 1/5/2026 | 10:29 AM PST  
\_\_\_\_\_

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

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## Vendor Details

Company Name: Vortex Aquatic Structures Intl.  
Does your company conduct business under any other name? If yes, please state: Vortex USA Inc.  
Address: 7800 Trans Canada  
Pointe-Claire, Quebec H9R 1C6  
Contact: Genevieve Dumas  
Email: gdumas@vortex-intl.com  
Phone: 514-241-7904  
HST#:

## Submission Details

Created On: Wednesday September 03, 2025 14:22:33  
Submitted On: Thursday October 16, 2025 14:55:30  
Submitted By: Genevieve Dumas  
Email: gdumas@vortex-intl.com  
Transaction #: 89e2e266-9aff-47ce-a2f4-0971e0cf78d4  
Submitter's IP Address: 147.243.170.234

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Vortex USA Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Vortex Aquatic Structures International	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: D7YJUUB4ADL4	*
5	Provide your NAICS code applicable to Solutions proposed.	Vortex USA Inc: 333310 Vortex aquatic structures international: 339920	
6	Proposer Physical Address:	31 Northern Ave. Plattsburg, NY USA, 12903	*
7	Proposer website address (or addresses):	www.vortex-intl.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):	Genevieve Dumas Key account manager 7800, Trans Canada Highway, Pointe-Claire, QC, H9R 1C6 gdumas@vortex-intl.com 514-241-7904	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Genevieve Dumas Key account manager 7800, Trans Canada Highway, Pointe-Claire, QC, H9R 1C6 gdumas@vortex-intl.com 514-241-7904	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Barb Lapierre Sales Director 7800, Trans Canada Highway, Pointe-Claire, QC, H9R 1C6 blapierre@vortex-intl.com 514-694-3868 ext:264	*

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

Line Item	Question	Response *
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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>Vortex Aquatic Structures International, headquartered in Montreal, Canada, was founded in 1995 with the introduction of the very first Splashpad®, a groundbreaking concept that redefined urban water play. The idea was born when Montreal engineer Stephen Hamelin recognized that the city's aging wading pools required modern upgrades to meet new safety and water treatment standards. His innovative solution was a colourful, zero-depth aquatic play area that could bring joy, safety, and sustainability together in one concept.</p> <p>What began as a local innovation has evolved into a global movement. Fast forward to 2025, Vortex is proudly celebrating its 30th anniversary as the world leader in aquatic play solutions, with over 12,000 installations in 50 countries and over 80% of these being in North America.</p> <p>At the heart of Vortex's success lies a set of core values that continue to guide the company: innovation, sustainability, quality, collaboration, and community impact. These values inspire every project from the design of new interactive products to the way Vortex supports its customers and employees. The company's business philosophy is rooted in creating shared experiences: "When people come to play, they connect with one another and that's how communities are built."</p> <p>Vortex's products are designed with the whole family in mind, encouraging intergenerational play that nurtures physical, cognitive, and social development. Today, the company offers more than 300 products, including waterslides, cooling stations, multi-level play structures and interactive fountains.</p> <p>Sustainability and innovation remain central to the company's mission. Vortex's eco-friendly water management systems, such as Recirculation (which filters, disinfects, and reuses water) and Smartflow (which can repurpose effluent water for irrigation), help communities conserve water and energy. Products are built using durable and recyclable materials, ensuring longevity and easy maintenance.</p> <p>Vortex's commitment to quality and innovation is also reflected in its state-of-the-art facilities. In 2019, the company relocated to a 220,000-square-foot headquarters in Pointe-Claire, Quebec, Canada. The facility includes a design studio, product testing labs, and an in-house fitness centre to promote employee well-being. In 2025, Vortex expanded again with the acquisition of a new factory in Plattsburgh, NY bringing key operations like painting in-house to strengthen quality control and enhance efficiency. Operating under Lean and Agile principles, Vortex ensures consistent quality, timely delivery, and continuous improvement across all departments. The integration of advanced Microsoft technologies, including a new CRM and ERP system, further enhances the customer experience, a reflection of Vortex's philosophy that innovation must serve people first.</p> <p>Beyond business, Vortex believes in giving back. The company has donated Splashpad® equipment to communities in need, including the Montreal Children's Hospital and the Give Kids the World Village in Florida, helping bring the joy of play to children facing critical illnesses.</p> <p>Today, with offices in Canada, the United States, Spain, and the Netherlands, and a global network spanning Europe, Asia, the Middle East, Australia, and Latin America, Vortex continues to lead the aquatic play industry.</p>	
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Vortex aims to increase its market share in North America by 5–10% and to generate over 15% of total project sales through the Sourcewell contract.</p> <p>Many of our customers have expressed a strong interest in purchasing through Sourcewell, encouraging Vortex to join as a vendor. Over the past four years, we have achieved over \$23 million in sales through various cooperative contracts, and we anticipate a 15–25% increase in this volume moving forward.</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>Please refer to supporting documentation uploaded:</p> <ul style="list-style-type: none"> <li>- D&amp;B credit reports</li> <li>- Letter of good standing from RBC</li> </ul>	

14	What is your US market share for the Solutions that you are proposing?	<p>Approximately 70% of Vortex's total business is generated within the United States. Within this U.S. market, our product mix is distributed as follows:</p> <p>70% of sales are attributed to our Splashpad® solutions,</p> <p>25% to our Elevation™ play structures</p> <p>5% to our Water Slide category, which continues to show strong year-over-year growth.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Approximately 15% of Vortex's total business is generated within Canada. Our product mix is distributed as follows:</p> <p>85% of sales are attributed to our Splashpad® solutions,</p> <p>5% to our Elevation™ play structures</p> <p>10% to our Water Slide category, which continues to show strong year-over-year growth.</p>	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Vortex has never petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Vortex Aquatic Structures International is b) a manufacturer that also provides consultative and design services to support its clients throughout the entire project lifecycle, from concept to installation and beyond.</p> <p>The company's commercial activities are overseen by the Chief Operating Officer (COO), who leads the Sales, Marketing, and R&amp;D teams, ensuring close collaboration between innovation, market strategy, and customer experience.</p> <p>Based in Montreal, the Sales Director manages a team of nine Vortex Sales Executives, with three additional team members joining soon. This team collectively covers 25 states and provinces, providing direct support to municipal clients, landscape architects, and other industry partners.</p> <p>Also located in Montreal, a Key Account Manager oversees Vortex's North American Distribution Network, composed of ten regional Channel Partners covering 35 states and provinces. These Channel Partners are independent representatives, but they work in close partnership with Vortex. They are extensively trained on our product lines, design philosophy, and brand standards, and they possess strong local market knowledge, including building codes, safety regulations, and community needs. In addition, they provide ongoing after-sales and maintenance support, ensuring that clients receive consistent, high-quality service across all regions.</p> <p>The Sales Leadership Team comprising the COO, Sales Director, Key Account Manager, Customer Service Director, Manager of Demand and Market Insight, VP of Marketing, and Director of Customer Solutions and Design meets weekly to align operations, review performance, and plan strategic business initiatives. Together, they collaborate on business development strategies, key sales programs, and long-term growth plans to ensure market responsiveness and continuous improvement.</p> <p>All Sales Executives and head office staff are Vortex employees, while the Channel Partners operate as independent third-party representatives under formal agreements with Vortex. This hybrid model allows the company to maintain strong local presence and responsiveness while ensuring brand consistency, technical excellence, and exceptional customer experience across all markets.</p> <p>Vortex is a privately owned company, committed to maintaining the agility, innovation, and customer focus that have defined its success for three decades.</p>	*

18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Vortex Aquatic Structures International holds all required licenses and certifications to design, manufacture, and deliver aquatic play solutions throughout North America and globally. As both a manufacturer and design service provider, Vortex maintains strict adherence to international quality, safety, and accessibility standards in all its operations.</p> <p>Vortex has been ISO 9001 certified since 2015, ensuring that all corporate and manufacturing processes are fully documented, monitored, and continuously improved. Our welders are CWB (Canadian Welding Bureau) certified, and all production adheres to globally recognized TÜV and cUL standards. Vortex products are designed and manufactured to meet or exceed ASTM standards for aquatic play equipment.</p> <p>All Splashpad® designs and products follow ADA (Americans with Disabilities Act) and Universal Design principles to ensure inclusive play for users of all ages and abilities. Our Water Management Systems incorporate NSF/ANSI 50 and cUL-rated equipment, while our LED lighting systems comply with the most recent safety codes for submersible lighting.</p> <p>Vortex holds a General Contractor License in QC, Canada as well as the United States, which currently covers 16 states, allowing us to directly manage or oversee installations where required. The company also employs eight licensed professional engineers who provide technical oversight on product development, system design, and regulatory compliance.</p> <p>To ensure consistent quality during project execution, Vortex deploys Vortex Certified Field Technicians who provide on-site support for installation supervision, filtration system operation training, and system start-up facilitation.</p> <p>For contractors seeking to join our network, Vortex offers a Certified Installer Program consisting of a two-day, hands-on technical training course conducted either at our facilities or on-site followed by a supervised installation with one of our Field Technicians. Upon successful completion, participants receive a Certified Installer Certificate (see reference document). To date, Vortex has trained and partnered with over 25 Certified Installers across North America. These partners provide turnkey Splashpad® installations, erect Elevation structures, and install the above-ground components of our waterslides, ensuring projects are completed safely, on time, and to Vortex's standards.</p> <p>All third-party partners, subcontractors, and certified installers are required to maintain valid business licenses, liability insurance, and any applicable state or provincial contractor certifications. Vortex verifies and tracks these credentials as part of its vendor qualification and compliance process.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>We have had no suspension or Debarment during the last seven years.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Awards:</p> <p>2025: Vortex recognized in three dream design awards by Aquatics International Magazine</p> <p>2025: MVP award by Aquatics International magazine for our latest splashpad collection, Vectory,</p> <p>2024: MVP award by Aquatics International magazine for CoolHub Abrio</p> <p>2023: WWA leading edge award for The Zephyr River, a Vortex Dream Tunnel located at Super Aqua Club in Pointe-Calumet, Quebec, Canada.</p> <p>2023: Award of excellence from the Association Québécoise du loisir municipal (AQLM) for the waterslides at the city of Montmagny (Quebec, Canada)</p> <p>2023: Florida Aquatics Swimming &amp; Training won a 2023 Dream Design Award from Aquatics International magazine.</p> <p>2022: MVP award by Aquatics International magazine for Glomist</p> <p>2022: IAAPA Brass Ring Best new product exhibitor award for the Dream Tunnel, the world's first fully immersive aquatic attraction</p> <p>2022: Linwood park, Kansas won a 2022 Dream Design Award from Aquatics International magazine.</p> <p>2022: MVP award by Aquatics International magazine for the Dream Tunnel</p> <p>2021: St.James, Virginia won a 2021 Dream Design Award from Aquatics International magazine.</p> <p>2021: MVP award by Aquatics International magazine for the Astra collection</p> <p>2020 - Blue Ash Wading Pool won a 2020 Dream Design Award from Aquatics International magazine.</p> <p>2020: MVP award by Aquatics International magazine for the Twinsplash (splashpad product)</p> <p>All references to these awards can be found on our website: <a href="https://www.vortex-intl.com/news/award/">https://www.vortex-intl.com/news/award/</a></p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over 80% of our sales have been through the governmental sector in the past 3 years	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of our sales are in the education sector in the past 3 years considering our product offering is not something we typically see in 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?	<p>NPPGov:</p> <p>2025: 4,061,813 2024: 3,902,749 2023: 5,352,459 2022: 4,845,394</p> <p>State Contract - Costars:</p> <p>2025: 305,646 2024: 404,682 2023: 873,433 2022: 922,519</p> <p>Texas BuyBoard:</p> <p>2025: 10,573 2024: 512,837 2023: 408,300 2022: 310,990</p> <p>National BuyBoard:</p> <p>2025: 176,532 2024: 182,504 2023: 254,974 2022: 430,663</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vortex is the preferred Splashpad supplier for NYC Parks  Over the last three years sales to NYC parks have averaged 500K a year.	*
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**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Mishawaka, Indiana	Phil Blasko, Parks Superintendent	574-258-1664	*
City of Memphis, Tennessee	Mike Flowers	901-636-4245	*
City of Muncie, Indiana	Dustin Clark, Parks Superintendent	765-729-8849	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Our direct Sales Force consists of 9 direct Sales Executives covering North America, all currently managed by the sales director. We are seeking for a new Regional sales manager to onboard in 2026 as well as 3 new sales executive to expand our coverage. The sales executives focuses mainly on municipal business and cover the below territories:</p> <p>Sales Director – manages all the sales executives</p> <p>Sales Executive - Quebec</p> <p>Sales Executive – Florida, North Carolina, South Carolina and Maryland</p> <p>Sales Executive - California</p> <p>Sales Executive - Colorado, Idaho, Wyoming, Washington, Utah, Oregon, Montana</p> <p>Sales Executive – Georgia, Tennessee, Alabama</p> <p>Sales Executive - Michigan &amp; Indiana</p> <p>Sales Executive – Pennsylvania, Virginia, West Virginia and DC</p> <p>Sales Executives - Texas</p> <p>Sales Executive – Illinois and Ohio</p> <p>Vortex also has a commercial team that covers all commercial opportunities such as themed parks, hotels, cruise ships, zoo's, aquarium centers, etc. This team focuses on commercial business and we are seeking to hire 2 new business development employees in 2026. The current team consists of the below:</p> <p>Commercial sales director - Manages all commercial sales executives and located in Florida.</p> <p>Commercial sales executives - Covers about half of the United States and Canada and located in Canada</p> <p>Commercial sales executives - Covers about half of the United States and located in Texas</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Our authorized dealers consist of 10 partners located accross North America all currently managed by our key account manager. Our dealers mainly focus on municipal business.</p> <p>ABC Recreation (Ontario, Nova Scotia, New Brunswick, PEI, Newfoundland &amp; Labrador)</p> <p>Playquest Recreation (Alberta, British Columbia, Manitoba, Saskatchewan, NorthWest territories, Nunavut, Yukon)</p> <p>Miracle Playground Sales (Arizona, Nevada)</p> <p>Powerplay (Arkansas, Kansas, Missouri, Oklahoma)</p> <p>ME O'Brien (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)</p> <p>Commercial Recreation Specialists (Iowa, Minnesota, Nebraska, New Jersey, Wisconsin, North Dakota, South Dakota)</p> <p>Recreonics (Kentucky)</p> <p>Creative Recreational Designs (New Mexico)</p> <p>Denzak Recreational Design (Upstate New York)</p> <p>Playsafe Playgrounds (New York and surroundings)</p>	*
28	Service force.	<p>The Vortex customer support team consists of four full-time members and two part-time customer service dispatchers. Our global tracking system ensures seamless coordination, allowing any team member to address support issues regardless of location. All service calls are prioritized and responded to promptly, typically within 24 hours during low season and 48 hours during peak season.</p> <p>We also have three highly trained field technicians who provide on-site support, including installation supervision, filtration system operation training, and start-up facilitation. Their technical expertise ensures that every system operates at peak performance from day one.</p> <p>To support more complex projects, our team of three project managers and one project coordinator provide end-to-end management once the project becomes an order. They oversee each phase to ensure projects run smoothly and remain available to assist with any customer service or technical inquiries even after commissioning.</p> <p>In total, we have 11 full-time Vortex employees and 2 part-time Vortex employees dedicated to the service force.</p> <p>Our corporate service team is further strengthened by our network of authorized resellers, who provide first-tier, localized support across all our markets. This combined approach ensures complete coverage, faster response times, and consistent service quality across all territories.</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>Vortex follows a structured and transparent order management process designed to ensure accuracy, efficiency, and on-time delivery. Our internal systems (CRM, ERP, and Trello) and cross-functional coordination support the full project lifecycle from order initiation to shipment and invoicing.</p> <p>Step-by-Step Order Process:</p> <p>1. Order Initiation: When a project is accepted by the customer and ready for order processing:</p> <p>a. The Sales Executive (direct sales) or Sales Project coordinator (for our resellers) completes a Sales Data Sheet, detailing all project specifics, procurement method, and any applicable discounts.</p> <p>b. If purchased through a cooperative contract (e.g., Sourcewell), the COOP program and discount value are clearly identified on the quote.</p> <p>2. Clients are required to:</p> <p>a. Complete a Customer Account Form (if not already on file)</p> <p>b. Provide a Purchase Order or signed quote</p> <p>c. Approve the submittal package (technical drawings and proposed solution)</p>	

3. Order Entry & Validation: The completed information is submitted through our CRM, triggering notification to the Order Processing team.

a. Order Processing validates that all the requested information to process the order is available, that we have an approved quote or PO and look at the ship date feasibility based on production schedule and capacity.

b. A confirmed ship date is assigned once all requirements are met.

4. Internal Notification: Upon validation, a New Order Notification is automatically generated and sent to key internal teams: Planning, Production, Accounting, Customer Service, and Project Management.

5. Manufacturing & Planning: The order enters the production planning phase. Ongoing project communications are managed through Trello to maintain visibility and centralize updates.

6. Shipping Preparation: The Logistics Coordinator prints the pick ticket after receiving internal approvals (from finance, manufacturing, order entry, and quality inspection). Logistics verifies shipment dimensions and books freight with a qualified carrier.

7. Final Assembly & Packaging: Once assembly is complete, the final package dimensions are communicated to Logistics, who confirm accuracy and alignment with the booking.

8. Invoicing & Documentation: Invoicing is completed in our ERP system, which:

a. Verifies inventory against the pick ticket

b. Allocates and removes inventory from the system

9. Required shipping documents are prepared and verified such as:

a. Commercial Invoice

b. Packing Slip

c. Bill of Lading

d. Country-specific export documentation (as applicable via MIGRA)

10. Shipment & Customer Notification: Orders are shipped with all required documentation. Customers receive:

a. Estimated Time of Arrival (ETA)

b. Shipping documents (invoice, packing slip, bill of lading, export documents)

11. Order Completion & Closure: Once invoiced and shipped, the order is closed and posted by the Accounting Department. A weekly shipment list is provided to Credit & Collections for oversight.

Cooperative Purchasing Process: Vortex has a well-established process for managing cooperative purchasing (e.g., Sourcewell). Projects are marked in our system as COOP-eligible, enabling tracking from contract award to final delivery. We generate quarterly reports isolating:

a. COOP projects sold

b. COOP name used

c. Service fees to remit

We conduct internal cross-reference audits to identify any COOP-eligible projects that may not have been tagged properly. All cooperative purchasing is conducted directly with the customer. Dealer commissions are processed only after Vortex receives full payment.

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>Vortex offers a comprehensive and fully integrated customer service program designed to deliver fast, effective, and transparent support throughout the lifecycle of every project. Our service structure ensures timely resolution, proactive communication, and continuous improvement across all markets we serve.</p> <p>1. Access to Support: Clients can reach our team through the Vortex Customer Portal, by phone, or by email. Our North American Customer Service team includes four full-time technicians and two dedicated dispatchers, supported by an extensive international reseller network that provides first-tier, localized assistance worldwide.</p> <p>2. Customer Portal: The Customer Portal offers clients a convenient and transparent platform to log new cases, track progress in real time, and view assigned personnel and resolution status. It also provides instant access to assembly drawings, operation manuals, and maintenance resources, helping customers achieve quick, self-serve resolutions when possible.</p> <p>3. Service Request Handling: All service requests are logged into our global tracking system and assigned a unique case number for full traceability. Requests are prioritized and addressed within 24 hours during low season and 48 hours during peak periods. Each case is triaged and routed to the appropriate technician, ensuring that every issue is managed by the most qualified expert.</p> <p>4. Remote and On-Site Support: Our SMART Maestro Controller allows for secure remote diagnostics and troubleshooting of our water management systems, enabling our technicians to resolve most issues without the need for a site visit. For locations without Wi-Fi, a mobile hotspot can be used to establish remote connectivity.</p> <p>When on-site assistance is required, our field technicians provide comprehensive services, including installation supervision, system start-up, annual commissioning, winterization, and operator training. This ensures each Splashpad® system operates at optimal performance year-round.</p> <p>5. Parts and Logistics Support: To minimize downtime, Vortex maintains a safety stock of standard replacement parts and leverages DHL and UPS for overnight rush shipments. This logistics framework ensures fast, reliable part delivery, enabling our customers to restore operations quickly and efficiently.</p> <p>6. Continuous Improvement and Quality Oversight: Vortex continuously monitors customer satisfaction through Net Promoter Score (NPS) surveys and direct client feedback. Our Voice of the Customer (VOC) Committee meets regularly to evaluate feedback, identify trends, and implement corrective and preventive actions. Using tools such as the Nonconformance Request (NCR) Log and risk rating matrix, the committee prioritizes improvements, assigns responsibilities, and tracks outcomes.</p> <p>Management conducts formal reviews of lessons learned and customer feedback to identify opportunities for service, process, and product improvement. Any product or procedural changes are carried out in accordance with our Change Management and Document Control Procedures, ensuring full traceability, compliance, and alignment with our ISO-certified quality standards.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Vortex is fully prepared and highly committed to providing our products and services to all Sourcewell participating entities across North America. As a recognized leader in aquatic play solutions, we view cooperative procurement as a key strategic opportunity to streamline purchasing for our clients while delivering high-value, turnkey solutions.</p> <p>Over the past several years, we have seen a steady increase in interest from municipalities and public sector organizations seeking to procure through Sourcewell. Our direct sales force and distribution partners have expressed strong enthusiasm for this procurement method, and they are fully prepared to support Sourcewell members from project initiation through completion.</p> <p>To support the launch of our Sourcewell contract, Vortex will implement a targeted marketing and communications strategy. This will include direct outreach to our national network of clients and partners, digital promotion across multiple channels, and training for our sales and distribution teams to ensure full understanding of the program benefits.</p> <p>Our sales team, comprised of experienced professionals and market leaders, is well-positioned to provide outstanding service to Sourcewell members throughout the United States and Canada. As the preferred Splashpad provider, we are excited to offer Sourcewell members a compliant, efficient, and trusted method for acquiring our industry-leading products and services.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>A key priority for Vortex in 2026 is to increase awareness and excitement around cooperative purchasing among Canadian municipalities. While Canada is our second-largest market, cooperative procurement is less established than in the United States, and there is an opportunity to educate and engage local decision-makers on the benefits of this approach.</p> <p>We are beginning to see growing interest from Canadian municipalities in working with Sourcewell. To build on this momentum, Vortex plans to engage stakeholders through customer visits (both in-person and virtual), eMarketing initiatives, and participation in industry trade shows.</p> <p>Our strategy includes collecting profile stories and testimonials from early adopters. These success stories will demonstrate the ease, efficiency, and value of using Sourcewell to bring water amenity projects to fruition.</p> <p>Additionally, our local reseller network in Canada is actively supporting the introduction of cooperative purchasing not only to promote Vortex solutions but also to expand access to other playground and recreational products. We believe that leveraging Sourcewell in Canada could open significant doors, streamline procurement processes, and provide municipalities with an efficient path to implement high-quality aquatic and recreational projects.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We can serve all geographic areas of Canada and the United States.	*
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.	We can service all sectors in both the United States and Canada.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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

Line Item	Question	Response *	
37	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>Vortex has a proven track record with cooperative purchasing programs, and we have developed a comprehensive marketing and communication plan to promote Sourcewell to our target audiences. This plan includes an initial press release distributed through media outlets and online channels (see link to example in supporting documents).</p> <p>Our internal sales team and channel partners receive dedicated training through web-based programs and supporting materials, including a comprehensive document detailing customer talking points and the benefits of purchasing through Sourcewell. Project Owners, Sales Executives, and resellers are trained to ask about customers' procurement processes and identify potential Sourcewell members. If a prospect is not yet a member, they are educated on the benefits of cooperative purchasing.</p> <p>Our primary marketing platform is our corporate website (vortex-intl.com) and the Vortex Resource Center, which hosts news, resources, and program updates. Promotional messaging, including "Ask us about the special discount for Sourcewell members", is incorporated into quotations, email signatures, product catalogs, and sales decks.</p> <p>Vortex leverages a robust digital marketing program, including social media campaigns, paid advertisements, blogging, webinars, and email marketing, to drive awareness of the program. We also highlight completed cooperative purchasing projects on our website (see link for example in supporting documents) and across digital channels, showcasing the successful outcomes and value of cooperative purchasing.</p> <p>Through this multi-channel approach, Vortex ensures that Sourcewell opportunities are consistently communicated, well understood, and effectively promoted to our customers, reinforcing the benefits of cooperative purchasing and driving adoption across our markets.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media marketing is a core component of Vortex's marketing strategy, managed by a dedicated marketing specialist who monitors and posts on top platforms daily, including LinkedIn (17,700+ followers), Instagram and Facebook. Our content strategy encompasses a wide range of posts, such as opening days and ribbon-cutting ceremonies, trade show events, live and pre-recorded webinars, CEU courses presented by our professional team, new product releases and white papers, thought leadership articles, profile stories of recent and past installations, customer testimonials, Industry trends and operational guidance.</p> <p>To optimize reach, we partner with a third-party marketing team to improve SEO performance.</p> <p>Vortex also leverages a Digital Asset Management (DAM) system, which allows us to metatag images and other digital assets based on specific criteria. This enables quick access to project visuals and information, particularly for projects completed through cooperative programs. For example, assets from our NPP projects have been tagged and reused to highlight the success of cooperative purchasing in webinars, proposals, social media campaigns, and other marketing initiatives.</p> <p>All digital assets are accessible through the Vortex Resource Center and SharePoint, providing our sales and marketing teams with real-time access to success stories, reference materials, and customer testimonials. This integration of social media, metadata, and digital data allows Vortex to enhance marketing effectiveness, showcase project outcomes, and support business development efforts across all markets.</p>	*
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>We see Sourcewell's role in promoting contracts as announcing the initial award and continuing to highlight Vortex as a Sourcewell vendor across top social media platforms. Vortex is committed to sharing success stories from Splashpad projects procured through Sourcewell and anticipates that Sourcewell will also share these stories via its social channels. We envision Vortex being represented on the Sourcewell website with carefully selected images and materials, which will be regularly updated.</p> <p>Vortex also proposes a joint online educational session for our shared customer base, promoted collaboratively by both Vortex and Sourcewell. Additionally, Vortex will promote Sourcewell opportunities through social media channels and targeted email campaigns.</p> <p>During the sales process, we address procurement at the discovery stage of every project, ensuring customers understand the advantages of working with Vortex throughout the entire project lifecycle. Choosing to procure through Sourcewell allows customers to bypass lengthy bid processes and work with a trusted partner, which impacts both timeline and budget. Our experience with NPPGov has shown that early procurement discussions, supported by educational webinars and leave-behind materials, help customers understand the benefits of cooperative purchasing. We plan to replicate this approach with Sourcewell, including training for our sales and distribution teams, and joint promotional efforts to maximize visibility, awareness, and adoption.</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.	<p>Vortex Aquatic Structures International does not offer direct online purchasing of our products. Each of our solutions whether a Splashpad®, waterslide, or multi-level aquatic play structure is highly customizable and designed to meet specific site requirements, local codes, accessibility standards, and water management regulations.</p> <p>Because every project is unique, a standard online ordering process would not capture the detailed specifications, permitting requirements, or safety considerations necessary to deliver a compliant and functional installation</p> <p>Instead, Vortex works closely with each customer to guide them from initial design and site evaluation through technical specifications, project approval, and installation ensuring that all project requirements are properly captured, reviewed, and approved before fabrication begins.</p> <p>This approach ensures that each project is delivered safely, efficiently, and tailored to the customer's needs.</p>	*

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

Line Item	Question	Response *
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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>Vortex provides startup and training services delivered by a Vortex Certified Technician for all recirculated water management systems, and optionally for Flow Through systems (when your splashpad is connected to potable water). This training ensures customers fully understand how to operate and maintain their Splashpad, helping the system run smoothly and optimally season after season throughout its expected 15–20+ year lifecycle.</p> <p>Our Startup and Training program is unique in the industry, as it is led by a certified technician rather than a third party. The combination of hands-on instruction, education, and peace of mind that our technicians provide is extremely valuable to our customers. The training is comprehensive and thorough, covering all seasonal maintenance checklists and troubleshooting procedures (see checklist in supporting documents).</p> <p>Depending on the system complexity, on-site training typically lasts one to three days, working closely with the customer and maintenance team. Pricing varies by project location, ranging from \$1,000 to \$4,500 USD, and is not eligible for the Sourcewell discount. Re-training sessions are available if new maintenance staff are hired, with applicable fees.</p> <p>In addition to on-site training, Vortex offers a library of downloadable training and troubleshooting videos, FAQs for complex systems, and comprehensive owner and user manuals for all solutions, providing ongoing support long after the initial training.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Vortex integrates state-of-the-art technologies into our aquatic play solutions, providing both operational efficiency and enhanced user experiences.</p> <p>Smart Water Management Systems: Our advanced water management systems allow customers to remotely monitor and control their Splashpads. Features include real-time diagnostics to identify potential issues before dispatching maintenance staff, remote on/off control, email alarm notifications, and wind and lightning detection that automatically shuts down the Splashpad to maintain safety. Climate control protection further manages operation during extreme temperatures, optimizing both safety and energy efficiency.</p> <p>SafeSwap Anchoring System: This innovative system supports multi-phased projects by enabling early installation of embedded features, the possibility to interchange features from one park to another or transforming your older facilities into remodeled splashpads.</p> <p>Product Innovations: Vortex continually incorporates the latest technologies into its play features to ensure minimal water usage, increased customer engagement, and designs tailored for specific age groups and demographics. Our products and technologies, such as Water Journey, Turn-Tec, Twirl Tec, Pod Spray, Refresh No. 1, PlayNuk, and Playable Fountains, are engineered to maximize fun while extending Splashpad usage during operational hours.</p> <p>Solar-Powered Solutions: Since 2023, Vortex offers solar-powered products, enabling clients to provide cooling stations and water features without the need for electricity, increasing sustainability and accessibility, even in off-grid locations.</p> <p>Through these technological advances, Vortex delivers innovative, safe, and sustainable aquatic play solutions that provide long-term value to municipalities, parks, and recreational facilities</p>
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>As of October 1, 2025, Vortex has been recommended for ISO 14001 certification following a successful audit (we are awaiting the certificate). This certification reflects our ongoing commitment to monitoring, managing, and reducing environmental impact across all operations. Our green initiatives focus on four core values: complying with ISO 14001 regulations, reducing waste, respecting the environment, and engaging employees to submit improvement ideas.</p> <p>Vortex designs products with durability and sustainability in mind. Our stainless steel products carry a 25-year warranty and are recyclable at the end of their lifecycle. All shipping and handling materials are fully degradable and recyclable, and smaller office initiatives such as eliminating single-use cups and cutlery further reduce our footprint.</p> <p>Our operations include hazardous waste management, improved recycling of key materials, and proper classification of all waste streams. Annually, we recycle approximately 100,000 lbs of metal, 1,000 lbs of plastic, and 20,000 lbs of wood. Additionally, our Splashpad systems are designed with low-flow nozzles and activators that operate on demand to reduce water usage.</p> <p>Vortex is also transitioning to a zero-paper office, utilizing digitized platforms across marketing, production, and design teams to minimize paper consumption. Through these initiatives, Vortex demonstrates a strong commitment to sustainability while delivering innovative, high-quality aquatic play solutions.</p> <p>Regarding shipping, our products are designed with shipping efficiency in mind. We carefully consider pallet size and packaging during the design phase to ensure optimal use of space, reducing our shipping footprint and environmental impact.</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>Vortex is committed to environmental sustainability and responsible innovation in all aspects of our product design and operations. While our solutions may not carry individual third-party eco-labels, they are designed to support green building initiatives and qualify for sustainability certifications at the project level. Below are the relevant credentials and features:</p> <ol style="list-style-type: none"> <li>1. LEED Credit Eligibility: Vortex systems contribute to LEED (Leadership in Energy and Environmental Design) certification by supporting water and energy efficiency. We offer: <ol style="list-style-type: none"> <li>a. Low-flow components</li> <li>b. Water recirculation and water repurposing systems to reduce water consumption.</li> <li>c. Products and solutions that help municipalities meet LEED criteria for sustainable site development and water use reduction.</li> </ol> </li> <li>2. Energy Efficiency: We offer a selection of solar-powered products, which promote energy conservation and reduce dependence on the electrical grid.</li> <li>3. Sustainable Product Innovation: Our CoolHub product line is specifically designed for sustainability, consuming minimal amounts of water while providing effective cooling solutions for public spaces. This innovation aligns with increasing demand for low-impact urban cooling solutions and is eligible for various environmental and infrastructure grants.</li> <li>4. ISO 14001 Certification (Recommended): Vortex has been recommended for ISO 14001 certification following a successful environmental audit. This internationally recognized standard reflects our organization's commitment to: <ol style="list-style-type: none"> <li>a. Monitoring and reducing environmental impact</li> <li>b. Implementing effective environmental management systems (EMS)</li> <li>c. Ensuring continual improvement in sustainability practices</li> </ol> </li> </ol> <p>Vortex remains committed to delivering environmentally responsible solutions that align with our clients' sustainability goals and regulatory requirements.</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>With over 12,000 installations in more than 50 countries, Vortex is the global leader in Splashpads® and aquatic play solutions. Our reputation is built on innovation, quality, and a deep understanding of how play environments strengthen communities.</p> <p>Vortex continually invests in research and development, with a dedicated team of over 15 experts focused on creating safe, inclusive, and engaging aquatic play experiences. Our designs encourage childhood development, support active lifestyles, and foster multigenerational and universal play, helping municipalities build community spaces that inspire connection and well-being. We work very closely with McGill occupational therapists in the development of our play products to ensure we deliver solutions for all ability and ages.</p> <p>Our product diversity and design flexibility set us apart. Vortex offers fully customizable Splashpads® that can be tailored to each community's unique needs, budget, and site conditions. From compact installations to large-scale aquatic parks, Vortex provides hybrid solutions when standard options don't fit, ensuring every project achieves its full potential.</p> <p>Vortex also offers a complete range of aquatic solutions including Splashpads®, Poolplay™, Lazy River features, Elevation Structures, Water Slides and cooling stations allowing Sourcewell members to work with a single, trusted manufacturer for all their aquatic play needs.</p> <p>Through our continuous improvement initiatives, we deliver state-of-the-art systems at competitive pricing, including advanced Water Management Systems and sustainable design options that maximize operational efficiency and long-term value.</p> <p>Our commitment to clients extends through every phase of project development:</p> <ol style="list-style-type: none"> <li>1. Design realization and engineering schematics for accurate layout and product selection</li> <li>2. Detailed cost estimates for transparent budgeting</li> <li>3. Guidance for communities wanting to apply to grants</li> <li>4. Installation drawings, including plumbing and electrical details</li> <li>5. Access to a trusted network of contractors, engineers, and trade partners</li> <li>6. Industry-leading warranties, with up to 25 years on stainless steel structures</li> <li>7. Vortex factory-certified technicians available for start-up training and ongoing maintenance</li> </ol> <p>With our unmatched experience, innovation, and customer commitment, Vortex provides Sourcewell participating entities with unique, turnkey aquatic play solutions designed to deliver maximum community impact, long-term value, and lasting fun.</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>Our warranty covers all of our product offerings, including parts and components, across all regions in North America. The terms of the warranty, including coverage details, exclusions, and limitations, are explicitly outlined in the attached Warranty Document.</p> <p>Labor and Technician Travel: Labor and technician travel are not typically included under our standard warranty; however, they may be covered in specific instances on a case-by-case basis.</p> <p>Geographic Coverage: We provide warranty support across all geographic locations in North America, ensuring consistent and reliable service regardless of your project location.</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>Our products and services fully comply with all relevant accessibility requirements in both the United States and Canada, including ASTM standards and the Americans with Disabilities Act (ADA). Accessibility and Universal Design principles are integrated into every phase of our process—from product development to splashpad design, installation, and ongoing support.</p> <p>Inclusive Product Design: Our Research and Development (R&amp;D) team ensures all new products are designed with inclusivity in mind. During the design phase, we evaluate each feature for compliance with safety and accessibility regulations. Specific considerations include:</p> <ol style="list-style-type: none"> <li>1. Product height and reach range</li> <li>2. Ease of activation (requiring only gross motor skills)</li> <li>3. Force required to move, spin, or interact with components</li> <li>4. Accessibility for users with various physical and cognitive abilities</li> </ol> <p>To further enhance inclusivity, we consult with specialists from McGill University in child development to ensure our products support the developmental needs of children of all abilities.</p> <p>Inclusive Splashpad Design: Our splashpad designs are developed by trained professionals who apply inclusive design principles to create play spaces for users of all ages and abilities. Key features include:</p> <ol style="list-style-type: none"> <li>1. ADA-compliant layouts (appropriate spacing for wheelchair access)</li> <li>2. A variety of play experiences that encourage physical, sensory, and social engagement</li> <li>3. Zero-depth design to eliminate drowning risks and reduce the need for lifeguards</li> <li>4. Surfaces free of trip hazards and pinch points for enhanced safety</li> </ol> <p>Safety and Operational Support: Water quality and system operation are managed to the highest standards. All water is treated to meet or exceed Health Department regulations, and systems are equipped with alarms for automatic shutdown in the event of failure.</p> <p>Through thoughtful design, expert consultation, and strict adherence to regulatory standards, our offerings create accessible, inclusive, and safe environments for all users.</p>

48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>Certified to the below:</p> <p>ISO 9001:2015: Vortex quality management systems is certified ISO 9001:2015</p> <p>CSA W47.1: Certified by the Canadian welding bureau, Vortex complies with the standards of the Canadian Standards (CSA) for fusion welding of steel</p> <p>EN 1090-1: Vortex factory production control is EN 1090-1 certified</p> <p>UL 508A: Enclosed control panel builder certified</p> <p>Conforming to the below:</p> <p>CSA Z614-07: The Canadian Standards Association for children's play spaces and equipment</p> <p>ASTM F2461-09: The American standard for manufacture, construction, operation and maintenance of aquatic play equipment.</p> <p>EN 1176: Vortex conforms to the European standards for playgrounds equipment and surfacing administered by DIN</p> <p>AS 4685:2004: Australian standards for playgrounds</p> <p>IPEMA member: Vortex is a member of IPEMA, a third-party product certification service for U.S. and Canadian public play equipment</p> <p>CE: Vortex play products adhere to the European Union directives and standards</p>
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49	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>Vortex distinguishes itself through the use of premium materials and a fully vertically integrated manufacturing process, ensuring superior quality, durability, and performance across all product lines.</p> <p>Premium Materials: We prioritize material selection to ensure long-lasting, safe, and low-maintenance products. Our materials include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Stainless Steel: Corrosion-resistant and durable, used for structural components</li><li>2. Brass Nozzles: Provide precision water effects and long-term performance</li><li>3. High-Density Polyethylene (HDPE): UV-resistant and durable for user interaction</li><li>4. Polymer Seeflow™: Transparent, high-strength polymer used in play features for enhanced visual appeal</li><li>5. Durable Color Coating Systems: Long-lasting finishes resistant to fading, chipping, and wear</li></ol> <p>Advanced Manufacturing Processes: Vortex operates with a fully vertically integrated manufacturing model, giving us complete control over quality, precision, and delivery timelines. Key processes include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Laser cutting for both sheet and tubular components</li><li>2. CNC machining and routing for high-precision parts</li><li>3. Deburring machines and press brakes for refined finishing</li><li>4. Automated powder coating line for consistent, high-durability surface finishing</li></ol> <p>This integration allows for adaptability to project-specific requirements.</p> <p>Operational Excellence: We apply Lean manufacturing principles across all operations to drive efficiency and continuously improve the customer experience. Our integrated ERP system ensures accurate data tracking, real-time inventory management, and seamless coordination across departments. Vortex achieves a world-class on-time delivery rate of over 97%, supported by:</p> <ol style="list-style-type: none"><li>1. Strong supplier relationships for consistent material quality and availability</li><li>2. Real-time project tracking and scheduling</li><li>3. Robust quality control processes throughout the production cycle</li></ol> <p>Certifications: Vortex holds internationally recognized certifications, including:</p> <ol style="list-style-type: none"><li>1. ISO Certification (Quality and Environmental Management Systems)</li><li>2. TÜV Certification, confirming compliance with rigorous safety and quality standards</li></ol> <p>These certifications underscore our commitment to quality, safety, and continuous improvement in all aspects of manufacturing.</p>
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50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>At Vortex, we believe that a well-designed aquatic play environment enhances not only recreation but also the safety, health, and well-being of the entire community. Our Splashpads® and aquatic play solutions have transformed public spaces worldwide, helping municipalities revitalize neighborhoods and foster stronger community engagement. Many cities have reported a noticeable resurgence of social activity and community pride following the installation of a Vortex aquatic play area.</p> <p>Our products are designed to be safe, inclusive, and accessible for all ages and abilities. Every Splashpad® features a zero-depth design, eliminating the risk of drowning and removing the need for lifeguards. Each play element is engineered to prevent trip hazards, pinch points, or entrapment risks, while all water systems are treated to meet stringent public health standards. Safety mechanisms, such as automatic shutoff alarms, ensure that systems stop immediately in the event of a malfunction.</p> <p>Beyond safety, our play environments are designed to support overall well-being. Play is essential to children's growth and development, and our solutions encourage physical activity, social interaction, and cognitive engagement. Through a variety of sensory-rich experiences, Vortex Splashpads® promote motor skills development, collaboration, and cross-generational play, contributing to a healthier, more connected community.</p> <p>Accessibility is integrated into every stage of our design process. Guided by Universal Design principles, our products are created to be inclusive and easy to use for individuals of all abilities. We carefully consider the height, reach, and activation effort required for each feature, ensuring that movements such as spinning or rotating components only require gross motor skills. These considerations make Vortex aquatic play environments welcoming and usable by everyone, regardless of age or ability.</p> <p>Through thoughtful design, rigorous safety standards, and a deep commitment to inclusivity, Vortex ensures that every aquatic play space we create contributes to the safety, well-being, and accessibility of the communities we serve.</p> <p>Ultimately, families go to the splashpad to play and then they connect with their neighbours and that's how communities are built creating a sense of well-being.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>Vortex offers an extensive range of aquatic play experiences, from contemplative water features to fully immersive, high-energy attractions. Our diverse collections and themes allow communities to design play environments that reflect their unique character and vision. No splashpad will be the same as we tailor each park to the clients needs and wants.</p> <p>Our themed collections include the Nature Collection, Ocean Collection, Urban Collection, Explora™, a science-inspired line that emphasizes kinetic movement, and Vectory™, which focuses on multigenerational play and interactive gaming.</p> <p>In addition, Vortex provides a broad selection of ground sprays, LED lighting, and Playable Fountains, designed to create multi-use plaza and fountain spaces that encourage interaction and community gathering. Inspired by the world around us, our collections can transform any Splashpad® into a forest, jungle, underwater adventure, sports field, farm, and more.</p> <p>Vortex also offers custom theming capabilities, including graphics and logos tailored to each community's identity. With an extensive powder coat color palette, our products can be customized to align with any design theme or municipal branding.</p> <p>For highly specific or large-scale concepts, Vortex has partnered with third-party theming experts, including collaborations with The Walt Disney Company, Lego Land, Sea World and more to bring ambitious creative visions to life. Our Elevation Structures can also be customized to complement park themes or municipal branding, ensuring a cohesive and memorable visitor experience.</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 type="radio"/> Yes <input checked="" type="radio"/> No	While Vortex does not currently hold formal diversity certifications, we are committed to fostering an inclusive and diverse workplace. Our hiring practices emphasize equal opportunity and actively seek to include individuals from a wide range of ethnic, cultural, and professional backgrounds	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't have any of these certifications	*

**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.	<p>Unless otherwise specified in the purchase contract, our standard payment terms are as per below:</p> <p>Products Payment Terms:</p> <p>a. Product &gt;\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45</p> <p>b. Product &lt;\$100K: 50% deposit at PO, 50% net 45 days</p> <p>Services Payment Terms:</p> <p>Installation: 25% mobilization prior to start of installation, 75% progressive payments</p> <p>Accepted payment methods: Cheque, wire transfer, Irrevocable Letter of Credit or credit card</p>	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	We do not provide any leasing or financing options.	*

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>In the supporting documents you will find examples of the following documents we use as contracts which include all our terms and conditions as well as the service we are providing:</p> <p>a. COOP quote for products only b. COOP quote for products and installation</p> <p>Our general terms and conditions are as below: The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fee.</p> <p>The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.</p> <p>Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.</p> <p>Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.</p> <p>Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.</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?	We are not set up for P-card procurement, however we will accept credit card payment for deposits (which might be subject to a 3.5% admin fee).	*

65	<p>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>	<p>Vortex uses a transparent, line-item based pricing model. Our standard price list defines the base pricing for each product category, and Sourcewell discounts are applied accordingly.</p> <ol style="list-style-type: none"> <li>1. Splashpad Components <ol style="list-style-type: none"> <li>a. Each Splashpad® component is priced individually based on our standard list pricing.</li> <li>b. Discounts are applied to each line item.</li> <li>c. The full list price for all standard parts and products is included in the supporting documents.</li> </ol> </li> <li>2. Waterslides and Elevation Structures <ol style="list-style-type: none"> <li>a. These products are fully customized solutions; therefore, standard pricing cannot be provided.</li> <li>b. Budgetary pricing for various structure types is included in the supporting documents.</li> <li>c. Final pricing depends on factors such as size, height, interactive features, wind loads, and site-specific conditions.</li> <li>d. Sourcewell discounts will be applied to the MSRP price of these custom structures.</li> </ol> </li> <li>3. Water Management Systems (WQMS) <ol style="list-style-type: none"> <li>a. Our water management systems are also custom-engineered per project.</li> <li>b. Pricing varies based on system type, housing type, main water line size, flow rate (GPM), and number of connected features.</li> <li>c. Once all project parameters are entered in our CRM, the MSRP price is generated and the applicable Sourcewell discount is applied.</li> </ol> </li> <li>4. Installation Services <ol style="list-style-type: none"> <li>a. Installation pricing is determined by variables such as splashpad size, utility distances (water, sewer, electrical), concrete thickness, seasonality, and project location.</li> <li>b. Pricing is developed in collaboration with certified Vortex installers using a detailed Scope of Work sheet completed with the client.</li> </ol> </li> <li>5. Quotation Structure <p>Client quotations are presented as a lump-sum proposal divided into the following categories:</p> <ol style="list-style-type: none"> <li>a. Product supply (Splashpad components)</li> <li>b. Water management systems</li> <li>c. Elevations and waterslides</li> <li>d. Installation</li> <li>e. Third-party products</li> <li>f. Added services (e.g., stamped drawings)</li> <li>g. Freight and packaging</li> </ol> <p>Discounts are applied to the supply, third-party, and installation categories, shown as line items under "Buying Group Discount."</p> <p>While pricing is typically summarized for procurement efficiency, line-item quotations are available upon request.</p> </li> </ol>
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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.	<p>Vortex discount for Sourcewell customers off Vortex's MSRP will be as follows:</p> <p>5% on supply</p> <p>5% on the installation</p> <p>5% on third-party products</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Vortex doesn't have a program related to volume discounts or rebates but may be available on a project-by-project basis.	*
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>For sourced products and services such as installation, benches, shades, surfacing, and other third-party items, Vortex applies a markup percentage between 15% and 22% to the supplier's provided price.</p> <p>This percentage covers the cost of liability, administrative handling, and project management activities, including coordination to ensure all items integrate seamlessly within the project scope.</p> <p>Once this percentage is applied, the Sourcewell discount is calculated on the adjusted amount.</p> <p>To ensure accuracy and consistency, Vortex uses the COOP matrix calculator (see supporting documents), an internal pricing tool that automatically calculates the total price to be included in the client quotation.</p> <p>The matrix factors in the sourced product cost, our applied percentage, and the applicable Sourcewell discount, ensuring transparency and uniformity in pricing across all sourced items.</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>Additional costs for project completion outside of Vortex's scope may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Off-loading of materials</li> <li>2. Permitting and inspections required by local authorities</li> <li>3. Additional services such as landscaping, grading, or site preparation</li> <li>4. Final utility connections, including water and electricity brought within 10' of the splashpad equipment room</li> <li>5. Licensed electrician inspection or other required certifications</li> <li>6. Haul-off of spoils or debris from the site</li> <li>7. Water treatment or plumbing tie-ins beyond the equipment room</li> <li>8. Any required fencing, drainage, or safety surfacing not included in Vortex equipment</li> </ol> <p>Note: Vortex will work closely with all customers to create a comprehensive scope of work when installation is requested, clearly identifying which elements are included in our pricing and which are the responsibility of the customer or third-party contractors.</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>Vortex provides global shipping support for all clients. We work with a network of freight brokers, selecting the most suitable partner based on the shipment location, as some brokers have a stronger presence in certain regions. We currently work with three primary brokers across North America.</p> <p>For small parcel shipments accross North America, we use DHL and UPS.</p> <p>All shipments are managed and tracked by our freight brokers, with customers notified 24 hours prior to delivery. These activities are overseen by our Logistics Manager, who coordinates all shipping initiatives and ensures efficient delivery.</p> <p>We have partnered with our brokers for over 15 years, allowing us to secure competitive pricing for our customers. Average freight costs are based on our shipping matrix (see file freight matrix in supporting documents), which provides rates for common destinations. For remote locations, our Logistics Manager obtains custom quotes as needed.</p> <p>Freight costs are subject to change up until the time of delivery, as carrier rates and fuel surcharges fluctuate and are beyond our control. We offer both FTL (Full Truckload) and LTL (Less-Than-Truckload) services in North America, and expedited delivery can be arranged for an additional cost. We also offer freight by boat or air when necessary. Return freight is the responsibility of the customer.</p> <p>All freight and packaging charges are itemized in the quotation and are not included in the proposed discount structure.</p>	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Our standard shipping process applies for Canada.</p> <p>For Alaska and Hawaii, pricing for freight needs to be requested on a project basis. We will use our standard brokers in North America for the ground transport and they will arrange cross-docking in California followed by marine transport. Depending on the needs of the end customer, they may decide on different incoterms. If it's DDP or DAP, our carrier will arrange final transport to site. If it's CFR or CIF, the customer will arrange transport to final destination. Vortex works closely with the client and the brokers to determine the best method of shipment for these projects. Transit time will vary depending on the availability of the carriers, specifically the boats. We will be able to advise on an estimated time of arrival.</p>	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Vortex offers several unique distribution and delivery options to meet our customers' specific needs:</p> <ol style="list-style-type: none"> <li>1. Customer-arranged pick-up: Customers may choose to pick up shipments themselves if it provides cost savings or scheduling flexibility.</li> <li>2. Expedited shipping: Options such as team delivery or airfreight are available upon request, with premium pricing applied. Vortex also overnights most of their customer service parts with DHL or UPS.</li> <li>3. On-site support: Off-loading and placement of equipment at the job site can be included in our pricing when requested.</li> </ol> <p>These options ensure flexibility, efficiency, and convenience in our delivery process, allowing customers to select the method that best suits their project timeline and site conditions.</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>To ensure compliance with the Sourcewell program, particularly regarding pricing, Vortex employs a structured process using a dedicated Excel matrix (see supporting documents) created specifically for COOP projects. This matrix allows employees to enter the MSRP for each category (Product, installation, other services, etc.) and automatically calculates the correct discount percentage to apply on the final quote.</p> <p>When a contract is awarded, the project is marked as coop-eligible in our system. This enables the generation of specialized reports that track the project from award to shipment. Each contract includes the client's member number to ensure proper tracking of every COOP project.</p> <p>To remit fees, we generate reports that identify:</p> <ol style="list-style-type: none"> <li>1. The specific COOP program used,</li> <li>2. All projects sold during the quarter under the COOP program, and</li> <li>3. The total fees to be remitted.</li> </ol> <p>This process ensures that Sourcewell participants consistently receive the proper pricing, that all projects are properly tracked, and that fees are accurately calculated and submitted.</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>Here are a few internal metrics we would be using:</p> <ol style="list-style-type: none"> <li>1. Tracking quarterly the number of projects that have gone through Sourcewell</li> <li>2. Tracking quarterly the sales volume generated by those projects</li> <li>3. Track the amount of repeat business following a project completed through Sourcewell</li> <li>4. Specifically tracking the amount of Canadian projects completed through Sourcewell as there are very few COOP programs in Canada and Sourcewell is ramping up quickly.</li> </ol>	*
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.	We propose a 2% administrative fee (on products, third-party products and installation). Will not be applicable on taxes, shipping and other services such as start-up and training and engineering fees.	*

**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 standard pricing offered by Vortex is the one listed on the price list (see reference documents). When purchasing through a COOP, customers get a preferred pricing. With Sourcewell, we are offering 5% discount on products, installation and third-party products making our pricing very competitive for our sourcewell users. On other COOP's Vortex is part of, we offer a 3% discount which is making Sourcewell a very appealing contract to go with.	*

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

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Vortex offers aquatic play components such as Splashpads, Elevations &amp; PLayer, CoolHub, Waterslides, Playable Fountains and Water Management Systems (including drains and activators). See our catalogues and brochures available in the supported documents.</p> <p>1. Splashpad: Products comprised in the splashpad segment are meant to be standalone features tailored to all ages and abilities. Some play products are tailored for toddlers and put an emphasis on fine and gross motor skills while keeping water effects gentle for them. Other products will offer various play experiences such as anticipation with dumping buckets, collaboration with turning features, circuit play and competitive play. We offer over 300 standalone play products that can be mixed and matched to tailor to the clients needs.</p> <p>2. Elevations and Playnuk: Elevations is a Vortex multilevel aquatic play solution that adds a new dimension to your aquatic play. These elevations are designed with waterslides and a multitude of play features to immerse the children into the aquatic universe. The elevations can be fully customized to fit the space and the desired theme. The playnuk is a standard offering that can't be customized, but that allows the client to have a multilevel solution at a competitive price with a faster delivery (considering it is pre engineered). The playnuk is tailored for the 0-5 year old age group.</p> <p>CoolHub: CoolHub was developed in 2023 and is a collection meant to combine water, shade, benching and lighting into one solution. It offers cooling and calming properties with an architectural design. It's a sustainable solution with very low water consumption and solar powered, allowing for off-grid locations. This collection offers 10 products meant to cool off cities.</p> <p>Waterslides: Vortex offers a wide range of waterslides made for family fun. Our solutions range from first adventurer slide, to family slides and to big splash slides. All waterslides are customizable depending on your needs and the site requirements. Vortex provides drafting and engineering for all waterslides.</p> <p>Playable fountains: This solution is about rethinking the fountains by combining spectacular visuals and immersive effects. By combining water and lighting we offer illuminated dancing jets for an immersive experience during the day and the night. We have pre-engineered solutions that reduce cost and increases effectiveness and we are also able to offer customizable solutions.</p> <p>Water management systems: No splashpad is operational without a complete water management system. Vortex offers different types of systems such as flow-through systems (connected to potable water), recirculated systems (similar to a pool system) and repurposing systems (reusing the water for percolation or irrigation). The solutions come in various housings such as vaults, cabinets, modular systems, etc. These are tailored to each individual project to respond to the needs. Drains and activators are also part of this solution and are mandatory to make a splashpad function.</p> <p>In addition to our aquatic play solutions, we offer design solutions, installation, supervision of installation, start up and Training, Engineering stamped drawings and customer on going support.</p> <p>In the supporting documents, you will find all of our catalogues for the above solutions</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Splashpads are most commonly installed in community parks where you will find other types of amenities such as benches, shades, etc. Vortex doesn't manufacture or hold inventory of any of those product type, but we may include in our proposal some amenities to complete a splashpad project and ensure the client is getting a complete solution. Some of the third-party products that could be provided by Vortex include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Shelters and shade structures</li> <li>2. Outdoor fitness equipment</li> <li>3. Safety surfacing</li> <li>4. Site amenities (benches, picnic tables, drinking fountains, etc.)</li> <li>5. Playgrounds</li> <li>6. Installation</li> </ol> <p>Note that Vortex doesn't hold any catalogues or price list for the above items since these are project based and will depend on the clients preferences.</p>

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Include which ones you are offering	
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> <li>- Splashpad standalone products</li> <li>- Elevations and playnuks</li> <li>- Waterslides</li> <li>- Water management systems</li> <li>- Playable fountains (ground sprays that include both water and lighting)</li> </ul> <p>We may also provide other products related to parks such as the below:</p> <ul style="list-style-type: none"> <li>- Benches</li> <li>- Picnic Tables</li> <li>- Shade and shelters</li> <li>- Surfacing</li> <li>- Installation</li> </ul>	*
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles;            b) Dog Park solutions;            c) Playground and aquatic surfacing and fall protection;            d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	We may offer benches, picnic tables, shade coverings, waste receptacles, bike racks and aquatic surfacing	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:            i. Cardio training;            ii. Strength, agility, and mobility training; and            iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds</p> <p>and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above);            c) Outdoor Site Amenities and Furnishings (See Category 2, above); and            d) Outdoor Fitness (See Category 3, above).</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
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	<ul style="list-style-type: none"> <li>- Engineering and design</li> <li>- Technical support</li> <li>- After-sales support</li> <li>- Installation through certified subcontractor network</li> <li>- Installation supervision</li> <li>-Stamped Drawings</li> <li>- Quality Control</li> <li>- Start-up and training</li> <li>- Splashpad assessment</li> </ul>	*

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](#) - Price List.zip - Thursday October 16, 2025 14:43:26
  - [Financial Strength and Stability](#) - Finance.zip - Thursday October 16, 2025 14:43:59
  - [Marketing Plan/Samples](#) - Marketing examples.pdf - Thursday October 16, 2025 13:12:25
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Standard transaction document samples.zip - Thursday October 16, 2025 14:44:15
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Additional documents.zip - Thursday October 16, 2025 14:44:49

## 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. - Genevieve Dumas, Key account manager, Vortex USA Inc.

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

☒ Yes    ☐ No

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

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

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