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MASTER AGREEMENT # 081126
CATEGORY: Swimming Pool Renovation and Repair with Related Equipment, Supplies and Services
SUPPLIER: Landmark Aquatic Services LLC dba Landmark Aquatic

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Landmark Aquatic Services LLC dba Landmark Aquatic, 156 Weldon Pkwy., Maryland Heights, MO 63043 (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 I: General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

D. **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

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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.

E. **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 October 26, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **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.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #081126 ("RFP") to Participating Entities. In Scope solutions include:

i. Services for the renovation, repair, restoration, reconfiguration, modernization, or resurfacing of:
   a. Indoor and outdoor swimming pools or water-based recreational facilities and aquatic features or amenities;
   b. Directly related equipment, furnishings, amenities, accessibility elements, features, mechanicals, and maintenance.

H. **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.

I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **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.

K. **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.

L. **Open Market.** Supplier's open market pricing process is included within its Proposal.

M. **Supplier Representations:**

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1. **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.

2. **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.

3. **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.

N. **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.

O. **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.

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;

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- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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

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award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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.

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.

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.

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).

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

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subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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.

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.

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

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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.

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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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:

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- 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.

C. **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.

D. **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.

E. **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.

F. **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;

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- 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;

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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

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documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

   a. **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.

   b. **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.

2. **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

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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.

3. **Use; Quality Control.**

   a. 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.

   b. 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.

4. **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.

T. **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.

U. **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.

V. **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:

1. **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.

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- $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

2. **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.

3. **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.

4. **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.

5. **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.

W. **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.

X. **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 III:

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Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

D. **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.

E. **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.

F. **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.

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G. **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.

H. **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	Landmark Aquatic Services, LLC dba Landmark Aquatic
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Matt Borie 27E194DDF383415...
By: _____	By: _____
Jeremy Schwartz	Matt Borie
Title: Chief Procurement Officer	Title: Chief Financial Officer
Date: 10/29/2026 | 5:05 PM CDT	Date: 10/29/2026 | 2:46 PM PDT

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ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

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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, "Suppliers 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 Supplier 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 be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

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individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. **Debarment And Suspension (Executive Orders 12549 And 12689).**
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

H. **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.

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

K. **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 Contract 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. (For FEMA funded projects see paragraph X.)

L. **Procurement of Recovered Materials (2 C.F.R. § 200.322).**
A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers 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.

M. **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. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

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O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **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**.**

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. **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.

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

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infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

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- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

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reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

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RFP 081126 - Swimming Pool Renovation and Repair with Related Equipment, Supplies, and Services

Vendor Details

Company Name:	Progressive Commercial Aquatics
Does your company conduct business under any other name? If yes, please state:	Landmark Aquatic
Address:	2510 Farrell Road Houston, Texas 77073
Contact:	Scott Atondo
Email:	satondo@landmarkaquatic.com
Phone:	619-778-9550
Fax:	314-413-8084
HST#:	76-0202156

Submission Details

Created On:	Wednesday June 24, 2026 10:57:11
Submitted On:	Friday August 07, 2026 10:35:53
Submitted By:	Erica Peace
Email:	epeace@landmarkaquatic.com
Transaction #:	f1449301-e49f-4c82-92d7-1d7837ca33f4
Submitter's IP Address:	2600:6c42:4d40:1e0:69fa:d941:448c:e4b9

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Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Landmark Aquatic Services, LLC DBA Landmark Aquatic	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Westport Pools, LLC - DBA Landmark Aquatic Spear Aquatics, LLC - DBA Landmark Aquatic Progressive Commercial Aquatics LLC - DBA Landmark Aquatic	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	238992	
6	Proposer Physical Address:	156 Weldon Pkwy, Maryland Heights, MO 63043	*
7	Proposer website address (or addresses):	https://landmarkaquatic.com/	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Matt Borie- Chief Financial Officer 2510 Farrell Rd, Houston, TX 77073 mborie@landmarkaquatic.com (281) 982-0212	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Erica Peace- Market Director of Sales 2510 Farrell Rd, Houston, TX 77073 epeace@landmarkaquatic.com (281) 982-0212	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Myles Phelps- Vice President of Strategic Partnerships 20234 Keilman Ln, Pflugerville, TX 78660 mphelps@landmarkaquatic.com	*

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		(512) 668-9500 Sam Blake- Director of Business Development 12966 N County Rd 50 W, Roachdale, IN 46172 sblake@landmarkaquatic.com (765) 522-1126 Alyssa Volz- Administrative Coordinator 156 Weldon Pkwy, Maryland Heights, MO 63043 avolz@landmarkaquatic.com (314) 432-1801 Chris DePaul- Regional Director of Renovation 156 Weldon Pkwy, Maryland Heights, MO 63043 cdepaul@landmarkaquatic.com (314) 432-1801 Nick Han- Director of Marketing 156 Weldon Pkwy, Maryland Heights, MO 63043 nhan@landmarkaquatic.com (314) 432-1801	

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Founded as independent, family-owned companies, Landmark Aquatic completed its first project in 1967 and has since become the largest national commercial aquatics company in the United States. For over sixty years, we have partnered with municipalities, schools, universities, water parks, and private organizations to design, build, renovate, and maintain high-quality aquatic facilities nationwide. Our longevity reflects our pledge to exceptional value, technical expertise, and strong customer relationships. We supply comprehensive lifecycle services, including planning, design, engineering, construction, renovation, maintenance, chemical distribution, and operational support. This integrated approach enables us to serve as a loyal partner, starting at initial planning through long-term facility operation and preservation. Experience from thousands of completed projects has strengthened our focus on quality craftsmanship, practical innovation, and preemptive issue resolution. Our teams work directly in the field, guaranteeing our design and construction solutions are informed by real-world operational knowledge. This results in facilities that	*

		are efficient to maintain, durable, and built to achieve enduring success. Landmark Aquatic works closely with owners, architects, engineers, and general contractors to deliver projects safely, on schedule, and within budget. Guided by our core values of collaboration, excellence, adaptability, innovation, and customer focus, we are dedicated to providing dependable solutions that maximize the performance, longevity, and value of every aquatic facility we serve.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	With a Sourcewell contract award, Landmark Aquatic expects to expand into new markets and build long-term relationships with agencies and organizations nationwide. As a pre-vetted cooperative purchasing partner, we anticipate expanded opportunities to reach customers who may not be familiar with our wide-ranging aquatic solutions and national capabilities. A Sourcewell award will optimize procurement for Landmark Aquatic and participating agencies by reducing administrative tasks, shortening timelines, and providing a compliant, competitively awarded contract ready for immediate use. This enables customers to expedite project delivery while maintaining procurement integrity and regulatory compliance. A Sourcewell partnership will enable Landmark Aquatic to deliver responsive, high-quality aquatic design, construction, renovation, maintenance, and operations solutions to an extended customer base. It will also help public agencies achieve greater efficiency, value, and speed in their purchasing processes.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT	9 figure annual revenues, 30+ years in business Supporting document in files (Landmark Aquatic Services LLC.pdf)	*

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	PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.		
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	600+ government/municipalites, 35 states	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	No Canada operations	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	2026 Athletic Business Architectural Showcase — University of Houston Football Operations Athletic Business Aquatic Design Portfolio Winner — Webster Groves Aquatic Center Athletic Business Aquatic Design Portfolio Winner — Crystal Beach Aquatic Park	*

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		Athletic Business Aquatic Design Portfolio Winner — Franklin Wellness Center Therapy Pools Athletic Business Aquatic Design Portfolio Winner — Eanes ISD Aquatic Center Athletic Business Architectural Showcase — Spanish Fork FitCity Center Top Workplace Award for Professional Development 2025 Facility of Merit Award of Distinction (PHTA) — Nitro Swimming Bronze Award of Distinction (PHTA) — Blackhawk Amenity Center WWA Leading Edge Award — Blue Surf Bay Waterpark Facility of Merit Award of Distinction (PHTA) — Crystal Beach Aquatic Park Athletic Business Aquatic Design Portfolio Winner — Sar-Ko-Par Aquatic Center Athletic Business Architectural Showcase — Hammond Family YMCA Athletic Business Aquatic Design Portfolio Winner — Monahans High School Gold Award of Distinction (PHTA) — Longwing Landing 2024 Athletic Business Architectural Showcase — Blue Surf Bay Waterpark Athletic Business Aquatic Design Portfolio Winner — Blue Surf Bay Waterpark Athletic Business Aquatic Design Portfolio Winner — Longwing Landing Athletic Business Aquatic Design Portfolio Winner — Wentzville Rec Center 2023 Athletic Business Architectural Showcase — Southwest ISD Aquatic Center Athletic Business Aquatic Design Portfolio Winner — Southwest ISD Aquatic Center Athletic Business Aquatic Design Portfolio Winner — Deaconess Aquatic Center Best Aquatics Award for Marketing (Aquatics International) — Rob Fleming Aquatic Center Total Awards/Recognitions by Year 2026: 7 2025: 8 2024: 4 2023: 4 Total: 23	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	39%	*

20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	30%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Texas BuyBoard 2023: $2.58 Million 2024: $4.72 Million 2025: $8.759 Million	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	None	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Spanish Fork Recreation Center - Fit City	Bronco Hunter	(801) 804-4646	*
Deseret Peak Complex	Corey Bullock	(435) 843-4000	*
Beaver Valley Wellness Center	Nicole Black	(435) 438-4075	*
City of Washington	Lori Rice	(636) 390-1081	
Kirkwood High School	Jonathan White	(541) 377-2110	

Table 3: Ability to Sell and Deliver Solutions (125 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	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	Landmark Aquatic furnishes a comprehensive range of aquatic management, maintenance, and operational solutions. Our service model relies on direct employees, including dedicated sales, operations, and service teams in each region. The sales team manages customer acquisition and relationships, while service teams handle maintenance, repairs, and operations. Sales and service teams work closely to secure uninterrupted delivery, consistent service, and conformity with customer needs. In certain areas, we partner with third-party vendors and suppliers for specialized equipment, materials, or services. Our internal teams manage these relationships to ensure consistent quality and service standards. We do not use a traditional independent dealer network. Instead, our company-managed operations provide greater oversight, accountability, and dependability in delivering the products and services described in this RFP.	

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	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?		
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Landmark Aquatic's sales organization consists of 49 direct employees dedicated to serving commercial aquatics customers across the United States, including municipalities, park districts, school districts, universities, and other government entities. Sales personnel are located in: Austin, Texas (9) Phoenix, Arizona (10) Denver, Colorado (1) Houston, Texas (8) Indianapolis, Indiana (11) Kansas City, Missouri (6) St. Louis, Missouri (8) Salt Lake City, Utah (4) These offices collectively support customers throughout the Southwest, Mountain West, Midwest, South Central, and Western United States. Sales personnel routinely coordinate across territories to support multi-state opportunities and large-scale renovation projects. Sales and service teams work closely together during project development, estimating, scope review, project execution, and customer support to ensure a seamless client experience.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	N/A	*
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Landmark Aquatic's service organization consists of 119 direct employees located throughout the United States, including: Austin, Texas (26) Phoenix, Arizona (8) Denver, Colorado (4) Houston, Texas (12) Indianapolis, Indiana (24) Kansas City, Missouri (5)	*

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		St. Louis, Missouri (33) Salt Lake City, Utah (7) Service teams provide nationwide support for pool renovation, resurfacing, repair, equipment upgrades, deck renovations, ADA improvements, and related aquatic facility projects. Personnel are strategically positioned to support customers throughout the Southwest, Mountain West, Midwest, and South Central United States. Service personnel regularly collaborate with sales staff during project planning, site assessments, implementation, and ongoing customer support, creating significant overlap between sales and service functions.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Landmark Aquatic follows a structured ordering process from initial consultation through fulfillment, managed primarily by internal teams. Sales begins with customer consultation, needs assessment, and proposal development. Approved quotes or opportunities are converted into sales orders within our system. Orders may also be initiated directly for standard product sales or service requests. Once a sales order is created, inventory is reviewed and required materials are identified. Items in stock are allocated to the order, while any unavailable materials trigger a purchase order to approved suppliers. Materials are either received into Landmark inventory or shipped directly to the customer, depending on the project. Fulfillment is completed by Landmark's internal warehouse and service teams, including material handling, delivery, and execution of services. Order status, inventory, and delivery are tracked within our system through completion and invoicing. Landmark Aquatic does not rely on a traditional distributor or dealer network. Third-party suppliers support material procurement, but all customer relationships, order management, and service delivery remain under Landmark's control.	*
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Landmark Aquatic provides responsive, proactive, and solution-oriented customer service throughout every stage of an aquatic facility's lifecycle. Our program prioritizes preventative maintenance, candid communication, timely response, and long-term partnerships. Through the AquatiCare™ maintenance program and dedicated service teams, we help Sourcewell participants optimize facility performance, limit downtime, and protect their investment. Customer Service Process Our experienced service professionals coordinate preventative maintenance, repairs, inspections, equipment recommendations, and ongoing operational support for each customer. Upon receiving a service request, our team assesses the issue, determines the appropriate response, and dispatches qualified	*

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		personnel based on urgency and complexity. Customers receive transparent updates concerning scheduling, project status, recommended solutions, and completion timelines at every stage. Response Times and Issue Landmark Aquatic aims to respond to client inquiries and service requests within one business day. Emergency requests related to safety, facility closures, or critical equipment failures are given priority and dispatched as quickly as possible, based on technician availability and location. Preventive maintenance and routine service appointments are scheduled to correspond to the customer's service needs and reduce disruption. Resolution times depend on the scope of work, equipment availability, and project complexity, but our goal is to restore normal services efficiently while preserving the highest standards of quality and safety. Escalation Procedures If an issue entails additional technical expertise or management involvement, Landmark Aquatic follows a structured escalation process. Service technicians coordinate with Service Managers, Regional Managers, manufacturers, and engineering or construction personnel as needed to resolve problems quickly. This team-based approach ensures that complex issues are addressed quickly and provides customers with a single point of contact throughout the process. Preventative Maintenance and Ongoing Support Landmark Aquatic's AquatiCare™ program proactively reduces unexpected equipment failures and extends the life of aquatic facilities. Services include preventative maintenance, facility assessments, equipment inspections, operational consulting, energy and safety inspections, water chemistry management, pool chemical delivery, and ongoing system optimization. By identifying possible issues early, AquatiCare™ helps facilities improve reliability, lower operating costs, and maintain alignment with health and safety requirements. Repair and Operational Services Our service teams provide comprehensive repair and operational support, including seasonal pool openings and closings, emergency repairs, leak detection and repair, equipment replacement, drain and clean services, pool cleaning, support during health department inspections, and equipment sales. All work is performed by factory-trained Certified Pool Operator (CPO) technicians who receive ongoing technical training to maintain the highest level of expertise. Commitment to Service Excellence Landmark Aquatic measures success by building long-term customer relationships, providing attentive communication, and delivering dependable service. Our emphasis on preventive maintenance, experienced technicians, and preventive problem-	

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		solving allows us to consistently deliver safe, reliable, and efficient aquatic facilities for Sourcewell participants.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Landmark Aquatic delivers solutions to Sourcewell participating entities nationwide through a network of regional operations, centralized support, and standardized service processes. Our experienced sales, service, and operations teams manage both local and national accounts. We ensure consistent service with company-managed teams and integrated systems for order management, procurement, and fulfillment. We maintain relationships with qualified suppliers and vendors to support equipment, materials, and specialized needs, allowing us to scale and adapt to project requirements. This approach delivers efficient delivery, consistent quality, and reliable support for customers nationwide.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No operations in HI or AK	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	No operations in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	No operations in Canada, we can sell and distribute product nationwide. we cannot currently provide labor to: NY, CA, WA, VA	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	N/A	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to	Landmark Aquatic will implement a multi-channel marketing and business development strategy designed to drive awareness, adoption, and utilization of the Sourcewell contract among public-sector aquatic facility owners.	*

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	participating entities for the requested solutions. Upload optional samples of your marketing materials.	Within the first 30 days of contract award, we will launch a dedicated Sourcewell landing page featuring platform information, eligible solutions, and purchasing guidance. Sourcewell will be promoted across our website, customer communications, and sales resources. Within the first 60 days, we will activate targeted email campaigns, social media promotion, public relations, and customer outreach highlighting the benefits of cooperative purchasing and Landmark Aquatic's turnkey capabilities, including renovation, repair, equipment, chemicals, and ongoing service support. Our extensive national sales team will actively promote the platform through direct outreach, customer meetings, presentations, and proposal discussions with municipalities, school districts, higher education institutions, parks and recreation departments, and other participating entities. Throughout the contract term, Landmark Aquatic will support adoption through industry trade shows, conferences, co-branded collateral, educational webinars, case studies, and facility planning resources.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Landmark Aquatic leverages a modern digital marketing ecosystem to maximize awareness, engagement, and adoption of contract opportunities among public-sector decision-makers. Our technology stack includes HubSpot, Salesforce, Google Analytics, DataAxel, LinkedIn Campaign Manager, and digital advertising platforms that enable targeted outreach, lead tracking, and performance measurement. We utilize LinkedIn, Facebook, Instagram, YouTube, and email marketing to promote relevant content, project success stories, educational resources, and contract information to municipalities, school districts, higher education institutions, and other public-sector organizations. Website content is optimized using SEO best practices, metadata, and targeted keywords to improve visibility among organizations searching for aquatic renovation, repair, equipment, and maintenance solutions. Through CRM and marketing automation tools, we segment audiences by geography, facility type, and market sector, allowing us to deliver more relevant communications and resources. Digital analytics provide insights into website engagement, email performance, content effectiveness, and lead activity, enabling continuous optimization of our campaigns and outreach efforts	*
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Sourcewell plays a vital role in connecting public agencies with trusted, competitively awarded procurement solutions that simplify purchasing while ensuring compliance and value. Through its extensive network, Sourcewell helps organizations access qualified partners and move projects forward more efficiently. Landmark Aquatic views Sourcewell as both a procurement partner and a powerful channel for increasing awareness of proven aquatic renovation, repair, equipment, and service solutions. Sourcewell's ability to educate participating entities, promote awarded contracts, and provide a streamlined purchasing pathway significantly reduces procurement	*

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		complexity for facility owners and operators. We believe the greatest success comes from a collaborative approach. Sourcewell provides the contract vehicle, member network, and procurement expertise, while Landmark Aquatic actively drives awareness and utilization through dedicated marketing campaigns, educational resources, industry events, direct sales engagement, and ongoing customer support.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Landmark Aquatic will fully integrate the Sourcewell agreement into our sales, marketing, and customer engagement processes to ensure consistent awareness and utilization across the organization. Upon contract award, we will provide onboarding and training for our sales, service, and customer-facing teams, covering contract benefits, eligible solutions, purchasing procedures, and how to identify opportunities where Sourcewell can simplify procurement for customers. The agreement will also be integrated into our CRM. Our sales and marketing teams conduct regular coordination meetings, including weekly marketing and sales alignment sessions, where contract promotion activities, leads, campaigns, and utilization opportunities can be reviewed and supported. Additionally, the contract will be featured on our website, customer-facing collateral, trade show materials, and digital marketing campaigns to ensure both existing and prospective customers are aware of the purchasing advantages available through Sourcewell.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Landmark Aquatic does not currently offer an e-Commerce or e-Procurement ordering platform. Customers work directly with our sales and project teams to identify the appropriate solution and procurement pathway. If awarded, Sourcewell contract information, purchasing guidance, and dedicated points of contact will be prominently available on our website and through our customer support channels.	*

Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell	Landmark Aquatic considers training essential to every successful project. We provide comprehensive training for employees and customers to ensure safe operation, proper maintenance, and long-term performance of each aquatic facility. Our internal training program is standardized and ongoing. A dedicated in-house trainer delivers hands-on instruction to field personnel nationwide.	*

	participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Employees also attend manufacturer-led training at vendor facilities to gain in-depth knowledge of the equipment and systems we install. This approach keeps our technicians current with industry best practices and ensures they maintain factory-trained and certified installer status where required. Landmark Aquatic fully funds all employee training, certifications, and related travel expenses. Field personnel hold certifications appropriate to their roles. Service technicians are Certified Pool Operators (CPOs) and have First Aid and CPR certifications. Construction and renovation staff are also CPOs and maintain First Aid, CPR, and OSHA 30 certifications, ensuring a knowledgeable and safety-focused workforce. Training for Sourcewell-participating entities is included with applicable projects and equipment installations. Upon project completion, qualified CPO-certified technicians deliver comprehensive, hands-on training for owners, operators, and maintenance staff on the operation, maintenance, troubleshooting, and routine care of installed systems and equipment. This on-site training is provided at no additional cost as part of the project turnover process. For customers seeking additional instruction beyond standard project training, Landmark Aquatic offers optional "Pool School" sessions. These customized trainings address the specific operational needs and experience levels of each facility's staff and may be conducted on-site by qualified technicians. Fees vary based on facility complexity, requested instruction, and training duration. To support long-term success, we encourage facility personnel to record project turnovers and training sessions for future reference.	
42	Describe any technological advances that your proposed Solutions offer.	Landmark Aquatic delivers innovative, technology-based solutions to increase operational efficiency, water quality, safety, and facility performance. As a certified installer for leading manufacturers, we offer advanced aquatic technologies that give operators greater visibility, automation, and control over their systems. Many of our installed products and systems include remote monitoring and management capabilities. For example, BECS chemical controller systems enable secure remote access to key mechanical room functions, such as pool flow rates, chemical feed rates, water levels, storage tank levels, flow meters, automatic fill systems, filtration, and heating. Real-time monitoring helps operators quickly identify issues, respond proactively, and sustain optimal water quality while cutting downtime and unnecessary service calls. Our interactive water feature systems, including Vortex play equipment, use programmable controls that let authorized personnel remotely adjust water pressure, sequencing, and operational settings. This pliability improves system performance and improves the guest experience. Landmark Aquatic uses advanced water testing technologies, such as the LaMotte Spin Touch system, which provides rapid, laboratory-quality analysis with Bluetooth connectivity and digital data logging. These tools improve testing accuracy, simplify recordkeeping, and give operators valuable historical data to support regulatory compliance and preemptive water quality	*

		management. In addition to advanced equipment, Landmark Aquatic offers AquatiCare™, a customizable preventive maintenance program designed to maximize system performance and extend facility life. Through ongoing monitoring, calibration, and system optimization, our service professionals diligently identify operational trends, make adjustments, and respond efficiently to changing conditions. This technology-driven approach assists facilities in maintaining balanced water chemistry, reducing equipment wear, limiting downtime, and lowering overall lifecycle costs. By merging advanced equipment, remote monitoring, intelligent automation, and expert technical support, Landmark Aquatic delivers modern aquatic solutions to Sourcewell participants that improve reliability, operational efficiency, and long-term value.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Landmark Aquatic delivers sustainable aquatic solutions that reduce energy use, conserve water, improve operational capability, and extend facility lifecycles. Although not LEED-certified, we represent, install, and support products and systems that contribute to Leadership in Energy and Environmental Design (LEED) certification for qualifying projects. By working with leading manufacturers, we help owners and design teams select equipment that supports eco-friendly targets and reduces long-term operating costs. Many Landmark Aquatic products and systems support multiple LEED credit categories, including Energy and Atmosphere (EA), Water Efficiency (WE), Materials and Resources (MR), Indoor Environmental Quality (EQ), and Innovation (IN). Energy-Efficient Equipment Landmark Aquatic installs variable-speed pumps, Variable Frequency Drives (VFDs), high-tech filtration systems, and alternative sanitation technologies from leading manufacturers such as Pentair, Fluidra, and ABB. Variable-speed pumping systems automatically adjust motor speed to match filtration demand and bather load, considerably reducing electricity use compared to constant-speed systems. These technologies can contribute to LEED credits in the Energy and Atmosphere (EA), Water Efficiency (WE), Materials and Resources (MR), and Indoor Environmental Quality (EQ) categories. Sustainable Pool Construction Landmark Aquatic offers Myrtha Pools' pre-engineered stainless steel modular pool systems as an eco-friendly alternative to traditional cast-in-place concrete construction. These systems reduce embodied carbon, minimize construction waste, and provide outstanding durability and longevity. Myrtha Pools also provides Environmental Product Declarations (EPDs) to support documentation for applicable LEED Materials and Resources (MR) credits. Water Conservation and Filtration The Neptune Benson Defender® Regenerative Media Filter substantially reduces water and energy consumption by eliminating the traditional backwash cycle of conventional sand filtration systems. By reducing water loss and lowering the energy needed to heat replacement water, the Defender filter	*

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		can contribute to LEED credits in the Water Efficiency (WE), Energy and Atmosphere (EA), Materials and Resources (MR), Indoor Environmental Quality (EQ), and Innovation (IN) categories. Advanced Water Treatment The Neptune Benson Wafer™ UV System delivers high-performance secondary disinfection, reduces chemical demand, and improves indoor air quality. Independently validated to achieve a 99.9% reduction in chlorine-resistant pathogens, the system reduces the need for chemical shocking while continuing excellent water quality. Its compact build also reduces raw material use during manufacturing. These features can contribute to LEED Energy and Atmosphere (EA), Indoor Environmental Quality (EQ), and Materials and Resources (MR) credits. Through integrating high-efficiency equipment, sustainable construction methods, advanced water treatment technologies, and water conservation practices, Landmark Aquatic helps facility owners' lower environmental impact and create aquatic facilities that are efficient, resilient, and economical to operate throughout their service life.	
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Landmark Aquatic partners with leading manufacturers whose products hold nationally recognized third-party certifications, safety listings, and energy-efficiency ratings. These certifications assure customers that installed equipment complies with strict standards for safety, performance, public health, and environmental accountability. NSF Certified Products Many products supplied and installed by Landmark Aquatic are certified by NSF International, an independent organization that sets public health standards and verifies compliance through intensive testing. NSF-certified products include the Neptune Benson Defender® Regenerative Media Filter, Pentair variable-speed pumping systems, Neptune Benson Wafer™ UV systems, BECS chemical controllers, Pulsar® chlorination systems, Life Floor® splash pad surfacing, and other aquatic products. NSF certification confirms conformity with established public health and performance standards for commercial aquatic facilities. CSA Certification Many products offered by Landmark Aquatic are certified by the Canadian Standards Association (CSA), confirming compliance with relevant U.S. and Canadian safety and compliance standards. Pentair and Fluidra products, including variable-speed pumps, automation and control systems, and commercial heating equipment, are available with CSA certification as applicable. UL Certification and Listings Many electrical and mechanical components installed by Landmark Aquatic are tested and certified by Underwriters Laboratories (UL), a leading independent product safety organization. UL-listed products include Pentair and Fluidra variable-speed pumps, automation and control systems, thermal heaters, and BECS chemical controller systems. Spectrum Aquatics ADA-compliant pool lifts are also UL-listed for structural strength and electrical safety, assuring reliable operation and compliance with recognized safety	*

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		standards. ENERGY STAR® Ratings Landmark Aquatic offers ENERGY STAR®-certified variable-speed pool pumps from manufacturers such as Pentair and Fluidra. These high-efficiency systems reduce energy consumption while maintaining optimal hydraulic performance, helping facility owners lower operating costs and support sustainability initiatives. By specifying products with recognized third-party certifications and performance ratings, Landmark Aquatic delivers proven, high-quality solutions to Sourcewell-participating entities that satisfy industry standards for safety, efficiency, environmental protection, and lasting reliability.	
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Landmark Aquatic is recognized for supplying a comprehensive, full-lifecycle approach to commercial aquatics. Unlike companies that focus on a single project phase, we deliver integrated services covering every stage of an aquatic facility's life, including planning, design, engineering, construction, renovation, maintenance, service, chemical distribution, and operational support. Our single-source model delivers customers a single dependable ally from concept through long-term operation. As the largest national commercial aquatics company in the United States, Landmark Aquatic combines the resources of a nationwide organization with the responsiveness and customer focus built over decades of family ownership. Our national presence enables us to deliver consistent quality, standardized processes, and reliable service for projects of all sizes and levels of complexity across the country. A key strength of Landmark Aquatic is the collaboration with our in-house design professionals, construction teams, and service technicians. By managing design, construction, maintenance, and renovation within one organization, we apply practical field experience throughout each project. Our teams provide ongoing feedback to improve equipment accessibility, maintainability, operating efficiency, and durability. This integrated approach decreases lifecycle costs, streamlines maintenance, and minimizes operational disturbances for facility owners. Commercial aquatics is a specialized industry that demands expertise in water treatment, hydraulics, structural systems, mechanical equipment, and health and safety regulations. With nearly six decades of experience and thousands of completed projects, Landmark Aquatic has the technical knowledge, skilled workforce, and operational skills to deliver complex projects and support facilities throughout their service life. For Sourcewell participants, these advantages mean reduced procurement complexity, a single point of accountability, consistent project execution, long-term service support, and a trusted partner focused on maximizing the effectiveness and longevity of their aquatic investment.	*

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Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*
54	Small Business Administration (SBA) Certification(s)	○ Yes ◉ No	N/A	

Table 6A: Pricing (325 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
55	Describe your payment terms.	Net 30	*
56	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Landmark Aquatic accepts multiple payment methods to accommodate customer preferences, including ACH (electronic funds transfer), credit card, and check.	
57	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	None	*
58	Describe any standard transaction documents that you	None	*

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	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.		
59	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the ”Master Agreement Price”. B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Complete price file with current pricing sumbitted via files.	*
60	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	None	*
61	Explain how you develop a project-specific price when the final scope may vary by customer need. Include the major cost drivers; some components to consider may include labor, materials, equipment, design complexity, site conditions, permitting, and overhead. Are there formulas used in creating the quote to share? How does the Sourcewell discount apply?	Every project is unique. Scope is either determined by customer, engineering, landmark - or a combination of all. Labor is determined by scope and travel. Large project require more labor. Landmark is conservative with labor and will only allocated what is needed. Materials are determined by scope. Pricing can vary by availability and region. All major manufacturers that Landmark works with offers a discount, which helps us offer discounts to our customers. Site conditions play a major factor in cost. With Renovations you may not know what is the true condition until the project starts. Design and engineering is only brought in when required. Permitting can be handled by Landmark or facility owner.	
62	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	N/A	*
63	Identify any element of the total cost of acquisition that is	N/A	*

	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.		
64	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Actual cost	*
65	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Actual freight & delivery cost, no installations	*
66	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	We have the capability to distribute product from approximately 350 warehouses throughout 49 states nationwide to help the end user as quick as possible. This is for chemicals/parts/whole goods delivery. We have (8) locations that service multiple states with actual boots on the ground service labor and construction labor. Within that, we can provide approx 30 states with labor.	*
67	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	N/A	*
68	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Salesforce will be able to track this data as we can create a check box any time a sourcewell quote is done.	*
69	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.	A proposed fee of 2% of each quote that runs through Sourcewell would be the proposed fee to match market rate of all other purchasing co-ops.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
70	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Pricing based on manufacturer pricing and discount to Landmark. Project pricing based on scope; which will include but not limited to materials, labor, travel, permitting, waste disposal, etc.	*

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Table 7A: Depth and Breadth of Offered Solutions (250 Points, applies to Table 7A and 7B)

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.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
71	Services for the renovation, repair, restoration, reconfiguration, modernization, or resurfacing of: Indoor and outdoor swimming pools or water-based recreational facilities and aquatic features or amenities	(•) Yes ( ) No	Landmark Aquatic delivers comprehensive renovation, repair, restoration, modernization, and resurfacing services for commercial swimming pools, aquatic centers, waterparks, splash pads, and other water-based recreational facilities. Our experienced teams provide turnkey solutions that improve safety, operating efficiency, regulatory compliance, guest experience, and the long-term value of aquatic assets. Renovation Landmark Aquatic provides complete renovations for commercial aquatic facilities of all sizes. Our services include upgrades to pool structures, mechanical rooms, filtration and circulation systems, chemical treatment equipment, pool finishes, decks, accessibility features, and aquatic amenities. Each project starts with a thorough assessment of structural conditions, equipment performance, code compliance, water quality systems, and operational necessities. We address infrastructure as well as user experience to deliver reliable, efficient facilities built for long-term performance, while continuing project schedules and budgets. Repair and Maintenance Services Landmark Aquatic offers comprehensive repair and preventative maintenance services to maximize equipment reliability and minimize facility downtime. Our services include scheduled inspections, preventive maintenance, emergency repairs, equipment replacement, energy audits, safety inspections, water quality diagnostics, and mechanical system assessments. Our factory-trained Certified Pool Operators (CPOs) receive ongoing technical and manufacturer training, enabling them to quickly diagnose issues, recommend cost-effective solutions, and sustain optimal system performance throughout the facility's lifecycle. Restoration Our restoration services preserve, repair, and extend the life of existing aquatic facilities while improving safety, appearance, and functionality. Projects address both cosmetic and structural components, including pool shells, decks, water slides, interactive play features, bulkheads, diving platforms, and related mechanical systems. Services include structural repairs, gel coat restoration, fiberglass slide repair and refinishing, tile replacement, surface refinishing, pressure washing, protective coatings, and equipment rehabilitation. Each project is designed to restore facilities to safe, reliable operation and help owners maximize the value of their investment. Modernization Landmark Aquatic transforms aging facilities into modern aquatic	*

			destinations through strategic modernization. Our services include installing waterslides, aquatic play structures, interactive water features, Life Floor® safety surfacing, shade structures, starting blocks, ADA accessibility improvements, bathhouse renovations, and upgraded mechanical and control systems. We also incorporate automation, energy-efficient equipment, and advanced water treatment technologies to improve operational proficiency and enhance the guest experience. Resurfacing Landmark Aquatic provides resurfacing solutions customized to each facility's specific needs and construction type. Before resurfacing, our team evaluates the pool's structural durability to secure long-term performance. Available systems include epoxy coatings, plaster finishes, ceramic tile, PVC membrane liners, rehabilitation of stainless-steel gutter systems, and other specialty commercial aquatic finishes. Our resurfacing services enhance durability, appearance, water quality, and ease of maintenance, extending the facility's service life. Through our full-service approach, Landmark Aquatic serves as a single-source partner, supporting aquatic facilities at every stage of their lifecycle. By combining specialized expertise, experienced personnel, and industry-leading products, we help Sourcewell-participating entities maintain safe, efficient, and attractive aquatic facilities that provide lasting value to their communities.	
72	Directly related equipment, furnishings, amenities, accessibility elements, features, mechanicals, and maintenance.	(•) Yes ( ) No	Landmark Aquatic has a comprehensive portfolio of commercial aquatic equipment, furnishings, amenities, accessibility solutions, mechanical systems, and maintenance services to support aquatic facilities throughout their lifecycle. Our experienced team partners with facility owners, architects, engineers, and operators to recommend products and systems that improve safety, efficiency, durability, and the guest experience. Equipment Landmark Aquatic supplies and installs a full range of commercial aquatic equipment, including competitive and recreational systems that fulfill industry standards and facility requirements. Offerings include starting blocks, diving stands, diving boards, timing systems, scoreboards, movable bulkheads, stanchions, anchors, lane lines, backstroke flags, lifeguard stations, rescue equipment, and other aquatic safety products. Furnishings To improve guest comfort and facility functionality, Landmark Aquatic provides a range of site furnishings and operational accessories. These include shade structures, commercial pool covers, storage solutions, and other amenities that improve user experience, extend facility usability, and protect aquatic assets. Amenities and Recreational Features Landmark Aquatic offers a wide range of amenities and attractions that create engaging aquatic environments for guests of all ages. Solutions include splash pads, interactive water play structures, waterslides, aquatic play units, Life Floor® safety surfacing, climbing walls, zip lines, water tables, basketball systems, underwater lighting, NinjaCross® obstacle	*

			courses, WaveBall® play systems, surf simulators, and custom water features created to each facility's operating goals and programming needs. Accessibility Elements Landmark Aquatic is committed to helping facilities provide safe, inclusive aquatic environments that meet all applicable accessibility requirements. Solutions include ADA-compliant pool entry systems, chair lifts, transfer systems, handrails, grab rails, ladders, transfer rails, zero-depth entry enhancements, and other accessible features that improve access for all users. Mechanical Systems Landmark Aquatic designs, installs, upgrades, and services complete aquatic mechanical systems to optimize water quality, energy efficiency, and operational reliability. Offerings include commercial pumps, filtration systems, heaters, chemical controllers, chemical feed systems, Variable Frequency Drives (VFDs), ultraviolet (UV) disinfection systems, filter media, flow meters, automatic water level controls, valves, plumbing systems, chemical storage solutions, and related mechanical room equipment. We prioritize modern, energy-efficient technologies that reduce operating costs while maintaining high water quality. Maintenance and Asset Management Landmark Aquatic provides preventative maintenance, repair, inspection, and lifecycle support for aquatic facilities and their equipment. Services include inspection and maintenance of main drains, skimmers, return inlets, circulation systems, filtration equipment, pumps, chemical feed systems, safety equipment, and other critical infrastructure. Through routine maintenance, system evaluations, and proactive repairs, we help facility owners extend equipment lifespan, minimize downtime, and maintain safe, compliant operations. By providing a full range of equipment, systems, amenities, and ongoing support, Landmark Aquatic serves as a single-source provider for Sourcewell-participating entities, ensuring long-term performance, reliability, and value.	
73	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	(•) Yes ( ) No	Landmark Aquatic is a full-lifecycle commercial aquatics provider, delivering services from planning and design to construction, renovation, maintenance, repairs, and ongoing operational support. Our integrated approach enables Sourcewell-participating entities to work with one experienced partner throughout their facility’s lifespan, ensuring continuity, accountability, and consistent quality. Our in-house design team works closely with construction professionals, service technicians, architects, engineers, and facility owners to create practical, innovative, and maintainable aquatic solutions. By collaborating directly with build and service teams, we design projects for long-term operation, accessibility, and maintainability, reducing lifecycle costs and improving efficiency. Landmark Aquatic offers an in-house Certified Pool Operator (CPO) training program led by qualified instructors. This program equips facility operators	*

			and maintenance staff with the knowledge and best practices needed to operate aquatic facilities safely, maintain compliance, optimize water quality, and extend equipment life. By investing in operator education, we help customers maximize the performance and longevity of their aquatic assets. As the only national commercial aquatics company in the United States, Landmark Aquatic combines nationwide resources, local service capabilities, and specialized expertise. Our national presence ensures consistent quality, standardized processes, and responsive support across regions, backed by decades of industry experience. Sourcewell-participating entities can rely on us for comprehensive aquatic solutions wherever their projects are located.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Answer *	
74	Describe warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Products: manufacturer warranty. Parts: manufacturer warranty. Renovation and Construction jobs: one year craftsmanship. This would apply to any job performed by Landmark Aquatic regardless of location.	*
75	Describe your installation process and if its included in the price or a separate line item.	Landmark Aquatic's installation process includes project coordination, equipment and system installation, site labor, and start-up support as defined within the project scope. Installation is typically incorporated into the overall project pricing or proposal as part of a complete scope of work. In some cases, installation-related components may be itemized (e.g., labor, materials, or specific services), depending on the project requirements and customer preference.	*
76	Describe how your company's website presents the full range of solutions you offer. Include relevant webpage links and explain how public agencies can use the site to understand your products/services, solution categories, capabilities, and any value-added resources or tools.	Landmark Aquatic's website is designed to help customers easily explore our full range of aquatic solutions, including design, construction, renovation, restoration, equipment, chemicals, and ongoing maintenance services. The site is organized by both service category and facility type, making it easy for public agencies to find relevant information based on their specific needs. Dedicated vertical market pages: including municipalities, education facilities, HOAs, community centers, resorts, waterparks, swim schools, and competitive aquatics - highlight relevant services, project examples, capabilities, and industry-specific considerations. For example, our municipality page showcases how public agencies can leverage Landmark Aquatic for everything from facility assessments and renovations to equipment upgrades and long-term maintenance support. In addition, individual service pages provide detailed information about our capabilities, while project portfolios, case studies,	*

		educational content, and resources help customers better understand available solutions and successful project outcomes.This structure allows public agencies to quickly navigate the site, evaluate solution options, review relevant project experience, and connect with the appropriate Landmark Aquatic team member for assistance.	
77	How many swimming pool renovations or repairs projects have you completed in the last 3 years in the following project cost size. Please highlight a few projects with details and locations. o $75,000 - $150,000 o $150,000 - $300,000 o Over $300,000	Indiana 45 over $300K Rochester Middle School, Rochester IN, Full mechanical replacement (pump, filter, chemical treatment system, UV System, heater Penn High School, Mishawaka IN Same scope as Rochester MS, New Albany High School, New Albany IN Same scope as Rochester MS also new starting blocks, dive stands, PVC membrane, Deck Equipment, Timing System and Video Board	
78	How many slide and water feature projects have you completed in the last 3 years in the following project cost size. Please highlight a few projects with details and locations. o $50,000 - $100,000 o $100,000 - $200,000 o Over $200,000	Indiana 16 over $200K Williams Park Splashpad, Brownsburg IN New Splashpad including filtration and chemical treatment system. Splash Island Aquatic Center, Plainfield IN New waterslides into runout, bowl slide into plunge pool, splashpad including filration and chemical treatmen system. Crystal Beach Aquatic Center, Madison IN New aquatic center with open flume body side, enclosed flume body slide, beach entry water features with elevation.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 79. **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 redlined Master Agreement Template, in **Microsoft Word format** 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?	Response *
	No

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Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Line Item	Estimated Low	Estimated high	Unit of Measure	Comment	
80	Commerical Pool Resurfacing/Replastering			Project	Price sheet submitted	*
81	Pool deck resurfacing package			Project	Price sheet submitted	
82	Indoor / therapy pool renovation package			Project	Price sheet submitted	
83	Splash pad / aquatic feature installation package			Project	Price sheet submitted	
84	ADA pool lift			Each	Price sheet submitted	
85	Commercial chemical controller			Each	Price sheet submitted	
86	Commercial circulation pump			Each	Price sheet submitted	

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 - Pricesheets.zip - Thursday August 06, 2026 08:38:23
- Financial Strength and Stability - Landmark Aquatic Services LLC.pdf - Thursday August 06, 2026 07:34:17
- Marketing Plan/Samples - Sourcewell Marketing Materials and Links.pdf - Thursday August 06, 2026 07:34:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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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. - Erica Peace, Market Director of Sales, Landmark Aquatic Services, LLC

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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
There have not been any addenda issued for this bid.		