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MASTER AGREEMENT # 081126
CATEGORY: Swimming Pool Renovation and Repair with Related Equipment, Supplies and Services
SUPPLIER: PPL Aquatic, Fitness & Spa Group Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PPL Aquatic, Fitness & Spa Group Inc., 5170A Timberlea Blvd., Mississauga, Ontario Canada L4W 2S5 (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	PPL Aquatic, Fitness & Spa Group Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Brad Bryson F96A07940CF74AE...
By: _____	By: _____
Jeremy Schwartz	Brad Bryson
Title: Chief Procurement Officer	Title: Vice President
Date: 11/5/2026 | 8:11 AM CST	Date: 11/5/2026 | 3:34 AM PST

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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:	PPL Aquatic and Fitness & Spa Group Inc
Does your company conduct business under any other name? If yes, please state:	ON
Address:	5170A Timberlea Boulevard, Mississauga, ON, Canada Mississauga, Ontatio L4W 2S5
Contact:	Tom Denstedt
Email:	tom@pplgroup.com
Phone:	905-501-7210 730
Fax:	905-501-7210
HST#:	

Submission Details

Created On:	Wednesday July 08, 2026 09:15:08
Submitted On:	Tuesday August 11, 2026 08:30:49
Submitted By:	Brad Bryson
Email:	bbryson@pplgroup.com
Transaction #:	5cec91ce-6193-4e18-aea3-b66c8a8310d3
Submitter's IP Address:	142.112.24.179

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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.	PPL Aquatic, Fitness & Spa Group Inc.	*
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.	HydroTher Commercial Hot Tubs, Advanced Commercial Pool & Spa	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A PPL Aquatic, Fitness & Spa Group Inc. is a Canadian company and does not currently maintain a Unique Entity Identifier (UEI) or CAGE Code, as these identifiers are generally required for organizations conducting business directly with the U.S. Federal Government. PPL primarily serves Canadian municipalities and public agencies, as well as state, municipal, institutional, and private-sector clients throughout North America, for which a UEI or CAGE Code is not required. Should future business opportunities require these registrations, PPL would obtain the necessary UEI and complete SAM registration.	*
5	Provide your NAICS code applicable to Solutions proposed.	238990 561799 236220 339920 459999	

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		326191 414470 713940	
6	Proposer Physical Address:	5170A Timberlea Blvd Mississauga, ON L4W2S5	*
7	Proposer website address (or addresses):	https://pplgroup.com/ https://ppladvanced.com/ https://hydrother.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.	Brad Bryson Vice President PPL Aquatic, Fitness & Spa Group Inc. 5170A Timberlea Blvd., Mississauga, Ontario, Canada L4W 2S5 bbryson@pplgroup.com Office - (905) 501-7210 Ext 737 Cell - (416) 677-3384	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Brad Bryson Vice President PPL Aquatic, Fitness & Spa Group Inc. 5170A Timberlea Blvd., Mississauga, Ontario, Canada L4W 2S5 bbryson@pplgroup.com Office - (905) 501-7210 Ext 737 Cell - (416) 677-3384	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Brad Bryson Vice President PPL Aquatic, Fitness & Spa Group Inc. 5170A Timberlea Blvd., Mississauga, Ontario, Canada L4W 2S5 bbryson@pplgroup.com Office - (905) 501-7210 Ext 737 Cell - (416) 677-3384	*

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 in 1970, PPL Aquatic, Fitness & Spa Group Inc. has over 55 years of experience providing specialized commercial aquatic, water feature, spa, and recreation solutions. Throughout our history, PPL has grown from a regional service provider into one of North America's most experienced companies specializing exclusively in commercial aquatic facilities. PPL has successfully completed projects throughout Canada, the	*

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		United States, and the Caribbean, serving municipalities, parks departments, universities, colleges, schools, military facilities, hotels, resorts, health clubs, water parks, condominiums, and private commercial clients. Our experience encompasses every stage of a facility's lifecycle, including consulting, engineering, manufacturing, equipment supply, construction, renovation, preventative maintenance, emergency service, operational support, education, and long-term asset management. A key component of our business is the HydroTher Commercial Hot Tub and Cold Plunge product line. Since the early 1990s, HydroTher has supplied premium commercial-quality prefabricated and pre-plumbed acrylic hot tubs and cold plunges to clients throughout North America. Designed specifically for demanding commercial applications, HydroTher products are installed in recreation centres, fitness clubs, hotels, resorts, universities, healthcare facilities, and other high-use public environments where durability, ease of installation, and long-term reliability are essential. Building on the success of the HydroTher product line, PPL has recently expanded its offerings to include custom-fabricated stainless steel commercial hot tubs and cold plunges, allowing us to provide fully customized wellness solutions for clients seeking architectural flexibility, premium aesthetics, and long service life. PPL's capabilities are further strengthened through Advanced Commercial Pool & Spa (ACPS), our consulting, education, and wholesale supply division. Through ACPS, our team has provided specialized aquatic consulting, operator training, forensic investigations, facility assessments, equipment supply, and technical support for projects throughout the world. Our experience includes projects across numerous Canadian provinces and U.S. states, including New York, Tennessee, Louisiana, Georgia, Alaska, Nevada, California, and Virginia, as well as international projects in Jamaica, Turks & Caicos, Egypt, and other global markets. This breadth of experience has provided our team with an extensive understanding of varying building codes, health regulations, environmental conditions, operational requirements, and construction practices. Today, PPL employs an experienced team of project managers, certified service technicians, licensed tradespeople, engineers, designers, and technical specialists dedicated exclusively to commercial aquatic facilities. Our technical expertise is complemented by one of Canada's largest commercial aquatic service operations, allowing us to provide responsive support before, during, and long after project completion. Over the past five decades, PPL has successfully completed thousands of commercial aquatic projects while building long-term relationships with municipalities, public agencies, educational institutions, hospitality groups, healthcare organizations, and private-sector clients. Our reputation has been built on technical excellence, innovation, quality workmanship, responsive customer service, and the ability to deliver	

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		practical solutions that maximize facility performance while minimizing lifecycle costs. With more than 55 years of proven experience, North American manufacturing capabilities, worldwide consulting expertise, and a comprehensive range of products and services, PPL Aquatic, Fitness & Spa Group Inc. is uniquely positioned to provide Sourcewell participating agencies with reliable, innovative, and cost-effective commercial aquatic and wellness solutions backed by long-term technical support.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon award of a Sourcewell contract, PPL Aquatic, Fitness & Spa Group Inc. will immediately make our complete range of commercial aquatic and wellness products and services available to all eligible Sourcewell participating agencies throughout North America. Our objective is to provide members with a streamlined, competitively priced procurement solution supported by experienced technical professionals and responsive customer service. Sourcewell members can expect the following deliverables: Preferred Contract Pricing – Competitive, transparent pricing on eligible products and services in accordance with the awarded Sourcewell contract, eliminating the need for participating agencies to conduct their own competitive procurement process. Dedicated Sales and Technical Support – Access to experienced project managers, engineers, consultants, and technical specialists who can assist with project planning, product selection, budgeting, technical reviews, and implementation. Comprehensive Product Offering – Availability of PPL's complete portfolio of commercial aquatic products, including HydroTher® commercial hot tubs and cold plunges, commercial pool and spa equipment, water feature systems, filtration systems, chemical automation, UV systems, specialty aquatic products, and related accessories. Engineering and Consulting Services – Professional consulting, condition assessments, facility audits, equipment evaluations, design assistance, operator training, and technical support through our Advanced Commercial Pool & Spa (ACPS) division. Installation, Commissioning, and Ongoing Support – Where required, PPL will provide professional installation, start-up, commissioning, operator training, preventative maintenance programs, emergency service, warranty support, and long-term lifecycle assistance. North American Project Support – The ability to support projects throughout Canada and the United States through our experienced project management and technical teams, while coordinating with qualified local trades and contractors when appropriate. Responsive Customer Service – Timely quotations, technical assistance, warranty administration, replacement parts, and ongoing customer support throughout the life of the equipment or project. PPL views a Sourcewell contract as a long-term partnership rather than simply a purchasing vehicle. Our goal is to provide participating	*

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		agencies with access to proven commercial aquatic solutions, knowledgeable technical expertise, reliable products, and exceptional customer service that simplifies procurement while maximizing long-term value and operational performance.	
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 PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	PPL Aquatic, Fitness & Spa Group Inc. demonstrates long-term financial strength and organizational stability through the following non-confidential indicators: Annual Revenue: Approximately CAD $22–25 million. Years in Business: Founded in 1970, with more than 55 years of continuous operation. Employees: More than 200 employees across our organization. Market Presence: Successfully serving municipalities, public agencies, educational institutions, commercial clients, and hospitality organizations throughout Canada, the United States, and the Caribbean. Long-Term Client Relationships: PPL maintains numerous long-standing contracts and repeat business with municipal and public-sector clients, reflecting our financial stability, operational capacity, and consistent project delivery. Ownership: Privately owned Canadian corporation. PPL is not publicly traded and therefore does not have SEC filings. At this time, we are not providing third-party credit ratings or banking documentation, as these are not required to demonstrate the company's financial capacity and long-term stability.	*
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.	PPL Aquatic, Fitness & Spa Group Inc. does not track U.S. Education and Government entities as a separate customer category; therefore, we are unable to provide an exact count of those organizations served over the past three (3) years. PPL's commercial construction, renovation, and field service operations are primarily focused within Canada, where we have established ourselves as one of the country's leading commercial aquatic contractors. However, our manufactured products—particularly the HydroTher® Commercial Hot Tub and Cold Plunge product line—are supplied throughout North America. Over the past three (3) years, PPL has completed sales and supplied commercial products to customers in numerous U.S. states, including	*

		California, Washington, Florida, Vermont, New Hampshire, Colorado, Missouri, South Dakota, North Dakota, Texas, Massachusetts, New York, New Jersey, and others. These projects have included installations for a variety of commercial facilities, including recreation centres, hotels, health clubs, universities, healthcare facilities, and other institutional and commercial clients. In addition, through our Advanced Commercial Pool & Spa (ACPS) consulting division, PPL has provided consulting, education, technical support, and equipment supply services for projects in several U.S. states, further expanding our presence within the North American commercial aquatic industry. While our construction and renovation services remain primarily concentrated in the Canadian market, our product manufacturing, consulting expertise, and technical support capabilities continue to serve clients across North America, and PPL is well positioned to expand its presence within the U.S. public sector through the Sourcewell cooperative purchasing program.	
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.	PPL Aquatic, Fitness & Spa Group Inc. does not maintain formal Canadian market share statistics for the proposed solutions, as there is no recognized industry source that tracks market share within the commercial aquatic construction, renovation, and service sector. However, PPL is widely recognized as one of Canada's leading providers of commercial aquatic construction, renovation, maintenance, consulting, and equipment supply services. For more than 55 years, we have successfully delivered projects for municipalities, universities, colleges, school boards, healthcare facilities, hotels, recreation centres, and private commercial clients across the country. PPL maintains long-standing relationships with numerous municipalities throughout Canada and has completed projects for organizations including the City of Toronto, City of Mississauga, City of Brampton, City of Hamilton, City of Vaughan, City of Burlington, Town of Oakville, City of Barrie, Town of Collingwood, Town of New Tecumseh, Town of Wilmot, City of Thunder Bay, City of St. Catharines, Town of Carleton Place, and many others. Our portfolio also includes work for provincial and federal agencies, educational institutions, hospitality organizations, and commercial recreation facilities. Within Canada, PPL is consistently among the most successful proponents for commercial aquatic renovation and rehabilitation projects. Our combination of technical expertise, in-house consulting capabilities, experienced project management, and responsive service has enabled us to build a strong reputation for successfully delivering complex commercial aquatic projects while establishing long-term partnerships with public sector clients. As a result, PPL continues to maintain a significant presence within the Canadian commercial aquatic industry and remains well positioned to support Sourcewell participating agencies throughout Canada with	*

		innovative products, professional services, and comprehensive lifecycle support. PPL currently provides preventative maintenance, emergency service, operational support, consulting, or capital project services to hundreds of commercial aquatic facilities across Canada.	
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.	Over the past three (3) years, PPL Aquatic, Fitness & Spa Group Inc. and its employees have continued to receive recognition for excellence in commercial aquatic design, construction, technical leadership, and industry service. Founded in 1970, PPL has grown to become one of Canada's largest commercial aquatic companies, employing more than 200 staff and serving clients throughout Canada, the United States, and the Caribbean. Key achievements include: Over 40 Design & Construction Awards (2024–2026) presented by the Pool & Hot Tub Council of Canada (PHTCC), recognizing excellence in commercial aquatic design, construction, and renovation. Throughout our 55-year history, PPL has received hundreds of industry awards. Darnell Cup Recipient (2024–2026) presented by the Lifesaving Society	*

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		of Ontario in recognition of PPL's continued support of the Swim to Survive® program. PPL has received this award for more than 15 consecutive years. Industry Leadership – Brad Bryson, Vice President and Partner, has served on the PHTCC Board of Directors for more than nine years, including roles as National President, National Treasurer, National Vice President, Toronto Chapter President, Chair of the National Education Committee, Chair of the National Technical Committee, and National Design & Construction Awards Judge. Industry Education – PPL currently employs three certified PHTA Certified Pool Operator (CPO) Instructors, allowing us to deliver nationally recognized operator certification and technical training throughout North America. These achievements reflect PPL's long-standing commitment to technical excellence, innovation, education, safety, and leadership within the commercial aquatic industry.	
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%.	Approximately 20–25% of PPL Aquatic, Fitness & Spa Group Inc.'s sales over the past three (3) years have been to the government and municipal sector. This includes projects and ongoing services for municipalities, provincial agencies, and other public-sector organizations.	*
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%.	Approximately 3–5% of PPL Aquatic, Fitness & Spa Group Inc.'s sales over the past three (3) years have been to the education sector. Canada has significantly fewer university, college, and secondary-school aquatic facilities than the United States; however, PPL serves a substantial number of the Canadian universities, colleges, and school boards that operate swimming pools and other aquatic facilities.	*
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.	N/A PPL Aquatic, Fitness & Spa Group Inc. does not currently hold any formal U.S. state or cooperative purchasing agreements and therefore has no associated sales volume to report for the past three (3) years. However, PPL regularly contracts with municipalities and other public-sector organizations throughout Canada. Many Canadian municipal procurements include provisions allowing other participating municipalities or member organizations to purchase under the same pricing, terms, and conditions. PPL routinely agrees to these provisions and is fully prepared to support cooperative purchasing models such as Sourcewell.	*
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.	N/A PPL Aquatic, Fitness & Spa Group Inc. does not currently hold any U.S. General Services Administration (GSA) contracts or Government of Canada Standing Offers and Supply Arrangements (SOSA). Accordingly, there is no associated sales volume to report for the past three (3) years. PPL does, however, maintain numerous long-term service, preventative	*

		maintenance, chemical supply, equipment supply, and construction contracts with municipalities and other public-sector organizations throughout Canada.	

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 *	
City of Hamilton	Robb Brawn	905-979-6185	*
Town of Oakville	Isabella Van Leeuwen	905-616-6021	*
City of Burlington	Nikki Rees	905-802-4823	*

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 company owned? b) If your company is best described as a manufacturer or service provider, describe your	PPL Aquatic, Fitness & Spa Group Inc. is best described as a manufacturer and service provider, while also acting as an authorized distributor for select industry-leading commercial aquatic equipment manufacturers. PPL designs and manufactures the HydroTher Commercial Hot Tub and Cold Plunge product line and provides consulting, design, construction, renovation, installation, preventative maintenance, emergency service, operator training, and technical support through our experienced in-house team. Our sales, project management, consulting, construction, and service operations are performed primarily by PPL employees, including project managers, certified service technicians, licensed tradespeople, engineers, designers, and technical specialists. Many of our employees have been with PPL for 15–20 years or more, providing valuable institutional knowledge and continuity for our clients. PPL is committed to investing in its workforce through ongoing manufacturer training, in-house technical training, safety programs, professional certifications, and regular staff development initiatives to ensure our team remains current with the latest technologies, industry standards, and best practices. We also foster a strong team culture through regular staff appreciation events and company social activities, contributing to exceptional employee retention and long-term client relationships. Where specialized services are required outside our direct scope, PPL may engage qualified third-party subcontractors or local trades. These subcontractors work under the direction of PPL's project management team and are selected based on their qualifications and experience. This	

	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?	approach allows PPL to maintain consistent quality, accountability, and customer service throughout every project.	
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.	PPL's sales organization combines experienced municipal sales professionals with our dedicated HydroTher Commercial Hot Tub and Cold Plunge sales team. This structure allows us to support customers throughout Canada and the United States while providing both technical expertise and local customer service. Current sales leadership includes: Brad Bryson – Vice President – North American Sales (oversees all municipal, commercial, and HydroTher sales activities) Tom Denstedt – General Manager (oversees HydroTher sales and marketing, strategic planning, and data analytics) Naveed Ali – Western North America HydroTher Sales Zeineb Ben Hnia – Eastern North America HydroTher Sales Aaron St. Clair – Western Ontario Municipal & Commercial Sales Seif Khater – West GTA Municipal & Commercial Sales Andrew Schofield – East GTA Municipal & Commercial Sales PPL's sales force works closely with our project managers, consulting team, and service department throughout the sales and project delivery process. This collaboration ensures customers receive technically accurate product recommendations, budgeting assistance, project coordination, and ongoing support before, during, and after project completion. Our sales and service teams operate as an integrated organization rather than as separate departments, allowing clients to work with knowledgeable professionals who remain involved throughout the lifecycle of each project.	*
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.	PPL supports customers throughout North America through a combination of company personnel, authorized dealers, strategic distribution partners, and traveling technical staff. The HydroTher® Commercial Hot Tub and Cold Plunge product line is represented by a network of more than 50 authorized dealers located throughout Canada and the United States. Many of these dealers are experienced in the supply and installation of commercial HydroTher products and provide local sales, installation, and customer support within their respective territories. In areas where an authorized HydroTher dealer is not available, PPL leverages its long-standing relationship with PoolCorp, one of the world's largest wholesale distributors of commercial and residential pool products,	*

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		to identify qualified local contractors capable of supporting installation and commissioning. For commercial pool renovation projects within the United States, many of the equipment manufacturers represented by PPL are themselves based in the U.S. Where appropriate, products can be shipped directly from the manufacturer to the project site, reducing freight costs, simplifying logistics, and improving delivery times. For specialized projects, PPL also deploys experienced project managers and certified technicians from our Toronto headquarters to perform installations, oversee local installation teams, provide technical guidance, complete commissioning, and train facility staff. Regardless of the delivery method, PPL remains the primary point of contact and maintains overall responsibility for project coordination, technical support, and customer satisfaction.	
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.	PPL Aquatic, Fitness & Spa Group Inc. maintains a highly experienced in-house service and technical workforce supporting commercial aquatic facilities throughout Canada, with additional North American coverage provided through traveling technicians, authorized HydroTher dealers, qualified local contractors, and technical support from our manufacturing partners. Our primary service operations are based in Ontario and include more than 50 full-time service technicians, project managers, installers, maintenance personnel, and technical specialists dedicated to supporting commercial aquatic facilities. Regional coverage is coordinated through our Greater Toronto Area operations, with personnel regularly serving municipalities, educational institutions, recreation facilities, hospitality properties, healthcare facilities, and other commercial clients throughout Ontario and across Canada. PPL maintains dedicated service teams assigned to the municipal (Class A) sector, servicing high-use public aquatic facilities that require the highest level of technical expertise, regulatory compliance, and responsiveness. Our most experienced personnel support this sector, with resources assigned based on geographic location, project scope, required certifications, and technical expertise. Government and municipal clients account for approximately 20–25% of company sales. Our service capabilities include preventative maintenance, emergency repairs, equipment installation and commissioning, commercial pool and spa renovations, equipment replacement, water treatment and chemical control support, operator training, warranty service, and long-term technical support. There is significant overlap between PPL's sales and service teams. Sales representatives work closely with project managers, service technicians, and technical specialists throughout the entire project lifecycle—from initial consultation and budgeting through installation, commissioning, training, and ongoing support. This integrated approach ensures clients receive technically accurate recommendations and consistent service before,	*

		during, and after project completion. For projects outside our primary service territory, PPL may deploy experienced personnel from our Ontario operations, coordinate with our network of more than 50 authorized HydroTher dealers across North America, engage qualified local contractors, or arrange direct technical support from our manufacturing partners where appropriate. Regardless of the delivery method, PPL remains the primary point of contact and maintains overall responsibility for project coordination, technical oversight, and customer satisfaction.	
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.	The ordering process will vary depending on the complexity of the project; however, PPL's objective is to provide a simple, responsive, and consultative experience for every Sourcewell participating entity. In most cases, customers begin the process by contacting PPL via email or telephone. Inquiries are directed to Brad Bryson or another member of the sales team, who will review the project requirements, answer technical questions, and obtain any additional information required to prepare a comprehensive quotation or place an order. For standard product purchases, orders are processed directly through PPL's Head Office. For larger projects, a dedicated sales representative or project manager works with the customer to review drawings, specifications, site conditions, delivery requirements, scheduling, and any applicable installation or commissioning services before finalizing the order. Following award or order confirmation, PPL coordinates procurement, manufacturing (where applicable), scheduling, logistics, and project management. Products may be shipped directly from PPL, from one of our manufacturing partners, or from an authorized HydroTher dealer or distributor where appropriate. Regardless of the fulfillment method, PPL remains the primary point of contact and is responsible for overall order coordination, technical support, and customer communication. Where installation services are included, PPL coordinates the required labour using our in-house personnel, authorized HydroTher dealers, qualified local contractors, or manufacturer representatives as appropriate for the project location and local requirements. Upon completion, PPL provides commissioning, operator training, warranty support, and ongoing technical assistance as required.	*
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	PPL Aquatic, Fitness & Spa Group Inc. is committed to providing responsive, knowledgeable, and technically focused customer service throughout the entire project lifecycle. Each customer is assigned a dedicated sales representative and/or project manager who serves as their primary point of contact. In addition, PPL maintains dedicated Service Managers who coordinate service requests, schedule technicians, monitor project progress, and ensure timely communication with our clients. Customers may contact PPL by telephone or email during normal business	*

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	your stated service goals or promises.	hours. Technical support is also available directly through our experienced sales team, whose members possess extensive commercial aquatic knowledge and are able to assist with product selection, troubleshooting, budgeting, project coordination, and technical guidance. Our objective is to acknowledge all customer inquiries within one business day, with many inquiries receiving a response the same business day. Service requests are prioritized based on urgency, with emergency situations receiving immediate attention and routine service requests scheduled as quickly as practical based on technician availability, project location, and customer requirements. If an issue cannot be resolved by the assigned sales representative or Service Manager, it is immediately escalated to senior management, including the Vice President, General Manager, or other technical specialists. Where appropriate, PPL also works directly with equipment manufacturers to provide engineering support, warranty assistance, or specialized technical expertise to ensure timely resolution. PPL invests heavily in its employees through ongoing manufacturer training, in-house technical training, professional certifications, safety programs, and continuing education to ensure our staff remain current with the latest technologies, products, codes, and industry best practices. To support our commitment to customer service, PPL maintains performance-based incentive programs throughout the organization. Our sales team participates in bonus programs that encourage year-over-year growth, product knowledge, and successful introduction of new products and services. When new product lines or strategic initiatives are launched, targeted incentive programs may be implemented to encourage customer education and successful market adoption. Our Service Managers, Project Managers and senior management team also participate in performance-based incentive programs; however, these programs are focused primarily on operational excellence and customer satisfaction rather than sales. Performance measures include responsiveness to customer requests, efficient department operations, successful project execution, timely issue resolution, customer satisfaction, and minimizing customer complaints. These programs reinforce PPL's commitment to delivering exceptional service and building long-term client relationships. PPL's customer service philosophy is built on accountability, technical expertise, proactive communication, and long-term partnerships. Our integrated sales, project management, and service teams remain actively involved before, during, and after project completion to ensure every customer receives responsive support and a successful project outcome.	
30	Describe your capability to provide the requested Solutions to Sourcewell	PPL Aquatic, Fitness & Spa Group Inc. is well positioned to provide the requested solutions to Sourcewell participating entities throughout the United States. While our commercial construction and field service operations are primarily based in Canada, PPL has been supplying products, consulting services, and technical expertise throughout North	*

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	participating entities in the United States.	America for decades. Since the early 1990s, our HydroTher Commercial Hot Tub and Cold Plunge product line has been supplied to commercial clients across the United States through a network of more than 50 authorized dealers and strategic distribution partners. Our team also provides consulting, education, equipment supply, and technical support for projects across numerous U.S. states through our Advanced Commercial Pool & Spa (ACPS) division. PPL supports U.S. projects through a combination of company personnel, authorized dealers, qualified local contractors, and experienced project managers and technicians who travel from Canada to provide installation oversight, commissioning, operator training, and technical support when required. For commercial pool renovation projects, many of the equipment manufacturers represented by PPL are U.S.-based, allowing products to be shipped directly from the manufacturer to the project site where appropriate, reducing freight costs and simplifying logistics. Through our established relationships with leading manufacturers and distributors, authorized HydroTher dealers, and qualified installation partners, PPL can efficiently support projects throughout the United States while maintaining overall responsibility for project coordination, quality control, technical support, and customer satisfaction. This delivery model enables Sourcewell participating agencies to benefit from PPL's specialized commercial aquatic expertise regardless of project location.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	PPL Aquatic, Fitness & Spa Group Inc. does not anticipate any significant restrictions in providing the requested solutions to participating entities located in Hawaii, Alaska, or U.S. Territories. However, the following project-specific considerations may apply: Local Licensing Requirements: Certain jurisdictions may require work to be performed by state-licensed contractors or union-affiliated trades. In these situations, PPL will coordinate with qualified local contractors while providing project management, technical oversight, commissioning, and on-site support as required. Travel Costs: For projects located outside PPL's primary service territory, travel-related expenses such as airfare, accommodations, meals, and local transportation may be included in the project pricing where applicable. Freight & Logistics: Shipping costs and delivery schedules may vary depending on the project location and the products being supplied. Where practical, PPL will utilize direct shipment from U.S.-based manufacturers or regional distribution partners to reduce freight costs and improve delivery times. Import Duties & Tariffs: Any applicable import duties, tariffs, customs fees, or other government-imposed charges that are enacted or modified after contract award and are beyond PPL's control may be applied as an additional project cost where applicable. Technical Support: Regardless of project location, PPL can provide remote technical assistance, virtual commissioning support, or deploy experienced project managers and technicians to site when required.	

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		PPL will work closely with each participating entity to develop the most practical and cost-effective delivery strategy based on the specific project location, applicable regulations, and project requirements.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	PPL Aquatic, Fitness & Spa Group Inc. is exceptionally well positioned to provide the requested solutions to Sourcewell participating entities throughout Canada. Founded in 1970, PPL has more than 55 years of experience serving municipalities, educational institutions, healthcare facilities, recreation centres, hotels, resorts, and commercial aquatic facilities across the country. PPL has completed product sales, new construction, renovation, installation, consulting, and technical-support projects throughout Canada. Our experience includes both major urban centres and challenging remote locations. Most recently, PPL completed an aquatic installation project at a remote heli-ski resort outside Revelstoke, British Columbia, demonstrating our ability to coordinate transportation, logistics, staffing, installation, and technical support for projects with restricted site access. PPL maintains one of Canada's largest and most experienced commercial aquatic service organizations, employing more than 50 full-time service technicians, project managers, installers, maintenance personnel, and technical specialists, supported by a total workforce of more than 200 employees. Our Greater Toronto Area headquarters serves as the primary hub for project management, technical support, construction, preventative maintenance, emergency service, and operator training, while supporting projects throughout Canada. Our national capabilities are further strengthened by long-standing relationships with experienced commercial aquatic contractors, equipment distributors, manufacturers, and industry professionals across Canada. These relationships have been developed through decades of active involvement and leadership within the Pool & Hot Tub Council of Canada. Where local labour, licensing, or regional support is required, PPL can work with qualified industry partners while continuing to provide project management, technical oversight, commissioning, and overall accountability. Our capabilities include consulting, facility assessments, design and engineering support, commercial pool and spa construction and renovation, water-feature construction, equipment supply, HydroTher commercial hot tubs and cold plunges, preventative maintenance, emergency repairs, commissioning, operator training, and long-term lifecycle support. This allows Sourcewell participating entities to work with a single provider capable of delivering complete turnkey solutions. With decades of experience, a highly skilled in-house workforce, established industry relationships across Canada, and a demonstrated ability to deliver projects in remote and logistically challenging locations, PPL has the capacity and resources to provide Sourcewell participating entities with innovative products, quality workmanship, and dependable long-term support.	*
33	Identify any	PPL Aquatic, Fitness & Spa Group Inc. does not anticipate excluding any	*

	geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	geographic area of the United States or Canada from product supply under the proposed agreement. We are prepared to supply the proposed products to Sourcewell participating entities throughout North America, including remote locations. The availability and delivery method for installation, construction, and on-site service will be evaluated on a project-by-project basis and may depend on local contractor licensing, union labour requirements, permitting, applicable codes, site accessibility, and the availability of qualified local trades. Where PPL personnel cannot directly perform all on-site work, we can coordinate with authorized HydroTher dealers, qualified commercial aquatic contractors, local licensed or union trades, distributors, and manufacturer representatives. PPL may also provide traveling project managers or technical specialists for installation oversight, commissioning, training, and technical support. Accordingly, no specific region is excluded from product supply; however, the scope, pricing, and method of delivering labour and on-site services may vary based on local regulatory and project requirements.	
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.	PPL Aquatic, Fitness & Spa Group Inc. does not anticipate excluding any eligible Sourcewell Participating Entity or account type from access to the proposed products and services. If awarded a Sourcewell contract, PPL intends to make the agreement available to all eligible participating entities in accordance with Sourcewell's cooperative purchasing program. This includes municipalities, counties, provinces, states, educational institutions, healthcare organizations, public agencies, Indigenous communities, nonprofit organizations, and other eligible entities. While project-specific factors such as local licensing requirements, union labour requirements, site conditions, freight logistics, or regulatory requirements may influence the method of delivery or project execution, they will not restrict an eligible participating entity's ability to purchase products or services through the awarded agreement.	*
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	If awarded a Sourcewell contract, PPL Aquatic, Fitness & Spa Group Inc. will actively promote the agreement through a targeted, multi-channel marketing strategy designed to maximize awareness and utilization by eligible participating entities throughout Canada and the United States.	*

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	promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Our marketing efforts will focus on communicating the benefits of cooperative purchasing through Sourcewell while highlighting PPL's commercial aquatic expertise, HydroTher® product line, consulting services, construction capabilities, and long-term technical support. Marketing initiatives will include: Targeted email campaigns to existing and prospective municipal, educational, healthcare, hospitality, and commercial clients. Direct outreach by our sales and business development teams to identify opportunities where the Sourcewell contract can simplify the procurement process. Updates to the PPL and HydroTher websites identifying Sourcewell as a cooperative purchasing option. Digital marketing initiatives, including social media, electronic newsletters, and online advertising. Promotion through industry associations, conferences, trade shows, and educational events where PPL maintains an active presence. Technical training sessions, educational seminars, and customer presentations that highlight both our solutions and the procurement advantages offered through Sourcewell. Inclusion of the Sourcewell contract information in proposals, quotations, marketing materials, and customer communications where appropriate. Marketing activities will begin immediately following contract award, with an initial announcement to our existing customer base, website updates, and digital communications. Ongoing promotion will continue throughout the term of the agreement as part of PPL's regular sales, marketing, and business development activities. We have attached representative samples of PPL's marketing materials demonstrating the quality, professionalism, and effectiveness of our marketing and customer outreach initiatives.	
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.	PPL Aquatic, Fitness & Spa Group Inc. utilizes a combination of customer relationship management (CRM), digital marketing, website analytics, and social media platforms to continually improve the effectiveness of our marketing and business development activities. Our Salesforce CRM platform serves as the foundation of our sales and marketing strategy. It enables us to manage customer relationships, segment audiences by market sector and geography, monitor sales opportunities, evaluate key performance indicators (KPIs), and execute targeted email marketing campaigns to specific customer groups, including municipalities, educational institutions, healthcare organizations, and commercial aquatic facilities. PPL actively maintains a presence on LinkedIn, Facebook, and Instagram to promote company news, completed projects, new products, educational content, industry events, and technical resources. We also utilize Google Analytics and social media performance metrics to monitor website traffic, visitor behaviour, audience engagement, campaign effectiveness, and lead generation.	*

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		To expand our market reach, PPL regularly utilizes targeted digital advertising through Google Ads, Facebook, and Instagram. These campaigns are tailored to specific geographic regions, customer sectors, products, and strategic initiatives, allowing us to efficiently reach the audiences most likely to benefit from our products and services. If awarded a Sourcewell agreement, these same technologies will be leveraged to promote the contract through targeted marketing campaigns, customer segmentation, website content, email communications, and digital advertising. Performance metrics and analytics will be continuously monitored to evaluate campaign effectiveness and optimize future marketing efforts, ensuring maximum awareness and utilization of the Sourcewell contract.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	PPL Aquatic, Fitness & Spa Group Inc. views Sourcewell as a trusted cooperative purchasing partner and facilitator whose primary role is to increase the credibility, visibility, and accessibility of competitively awarded purchasing agreements for participating entities throughout Canada and the United States. By conducting a compliant, competitive procurement process on behalf of its members, Sourcewell enables participating entities to purchase through a trusted contract without having to undertake their own full procurement process for every project. This significantly reduces procurement timelines, minimizes administrative effort, and provides participating organizations with confidence that they are purchasing through a fair, transparent, and competitively awarded agreement. Sourcewell also plays an important role in promoting awarded agreements through its website, member communications, conferences, educational events, digital marketing, and direct outreach to participating entities. These efforts increase awareness of available solutions and encourage greater utilization of cooperative purchasing. PPL believes the most successful cooperative purchasing programs are built on a true partnership between Sourcewell and the awarded supplier. While Sourcewell provides the trusted procurement platform and promotes the availability of the contract, PPL will actively support these efforts through our own sales initiatives, marketing campaigns, educational programs, industry relationships, and customer outreach. By working collaboratively, we believe both organizations can maximize contract utilization while delivering exceptional value, quality, and service to participating entities across North America.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	A Sourcewell awarded agreement would be seamlessly integrated into PPL Aquatic, Fitness & Spa Group Inc.'s existing sales, marketing, and customer relationship processes. Rather than creating a separate sales channel, the agreement would become a standard procurement option presented to eligible customers whenever appropriate. Our sales, project management, and customer service teams would receive internal training on the Sourcewell cooperative purchasing process, contract terms, eligible participating entities, and the benefits of utilizing the agreement. This ensures that all customer-facing personnel can confidently	

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		explain the procurement process and assist customers in utilizing the contract. PPL would leverage its existing Salesforce customer relationship management and marketing platform to identify and communicate with municipalities, educational institutions, healthcare organizations, recreation facilities, and other eligible participating entities. Targeted email campaigns, digital marketing initiatives, newsletters, and customer outreach would be used to promote the availability and advantages of the Sourcewell contract. The Sourcewell agreement would also be incorporated into our standard quotation, proposal, and sales processes. When appropriate, our sales team would proactively identify opportunities where cooperative purchasing through Sourcewell could simplify procurement, reduce administrative effort, and accelerate project timelines for participating entities. To support successful implementation, Sourcewell objectives would be incorporated into our existing sales performance and business development initiatives. As with other strategic product lines and programs, targeted incentive and marketing initiatives may be implemented to encourage product knowledge, customer education, and increased awareness of the cooperative purchasing opportunity. By integrating Sourcewell into our established sales processes, marketing systems, and customer engagement strategy, PPL will maximize contract awareness while providing participating entities with a simple, efficient, and knowledgeable purchasing experience.	
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.	PPL Aquatic, Fitness & Spa Group Inc. currently maintains an e-commerce platform for commercial aquatic products, equipment, chemicals, replacement parts, and maintenance supplies. However, many of the solutions proposed under this RFP consist of complex commercial products, renovation services, consulting, and installation projects that require technical review, project-specific pricing, and consultation prior to order placement. If awarded a Sourcewell agreement, PPL intends to further enhance our e-commerce platform by creating a dedicated Sourcewell section highlighting eligible products, equipment, and standardized offerings available under the contract. This will allow participating entities to easily identify available products, access technical information, and initiate the purchasing process online. For projects involving installation, construction, consulting, or other labour-based services, orders will continue to be coordinated through PPL's experienced sales and project management teams. This ensures that project scope, technical requirements, site conditions, freight, scheduling, licensing requirements, and other project-specific considerations are properly evaluated before pricing and order confirmation. PPL's online ordering platform is already utilized by municipalities and other public-sector customers to procure commercial aquatic products, particularly replacement parts, chemicals, and maintenance equipment. The platform was originally developed to support smaller municipalities and remote	*

		communities that may not have access to local commercial aquatic contractors, allowing them to obtain competitive pricing, reliable product availability, and access to knowledgeable technical support regardless of their location. We view our e-commerce platform as a complement to—not a replacement for—our consultative sales process. By combining online ordering for standardized products with expert technical guidance for larger and more complex projects, PPL provides participating entities with both convenience and the confidence that they are purchasing the right solution for their facility.	

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 participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	PPL Aquatic, Fitness & Spa Group Inc. offers a comprehensive range of technical training programs designed to help participating entities safely operate, maintain, and maximize the performance of their commercial aquatic facilities. Training may be included as part of a project scope, provided during commissioning, or offered as a standalone service depending on the customer's requirements. Our experienced technical staff provide on-site and virtual training covering a wide range of commercial aquatic equipment and systems, including filtration systems, pumps, chemical controllers, UV systems, automated water treatment equipment, commercial hot tubs and cold plunges, pool mechanical systems, preventative maintenance, troubleshooting, and general facility operations. PPL is also proud to employ three certified Pool & Hot Tub Alliance (PHTA) Certified Pool Operator (CPO) Instructors. We regularly offer public CPO certification courses at our Mississauga, Ontario training facility and also provide private courses for municipalities, educational institutions, healthcare facilities, and other organizations. Private CPO courses can be delivered in several formats to meet the customer's needs, including: On-site instructor-led training at the customer's facility Live virtual instruction using PHTA's Primer Fusion platform Fully online instructor led training Customized training sessions scheduled at the customer's preferred date and location In addition to CPO certification, PPL offers customized operator training, maintenance workshops, and equipment-specific training tailored to the systems installed at each facility. As active leaders within the Pool & Hot Tub Council of Canada and the Pool & Hot Tub Alliance, our instructors remain current with evolving industry standards, codes, regulations, and best practices. Training costs vary depending on the type of training, number of participants,	*

		travel requirements, and delivery method. Public CPO® courses are offered at standard published rates, while private training sessions and customized equipment training are quoted on a project-specific basis. Where equipment installation or commissioning is included within a project, operator training may also be included as part of the overall project scope.	
42	Describe any technological advances that your proposed Solutions offer.	PPL Aquatic, Fitness & Spa Group Inc. is committed to identifying, evaluating, and introducing innovative technologies that improve the safety, efficiency, sustainability, and long-term operation of commercial aquatic facilities. As active leaders within the commercial aquatic industry, we continually evaluate emerging products and work closely with manufacturers to ensure our customers have access to proven technologies that deliver measurable operational benefits. PPL will work collaboratively with Sourcewell throughout the term of the agreement to ensure new technologies and product innovations are incorporated into the contract as they become commercially available and appropriate for participating entities. Examples of innovative technologies available through this agreement include: Filtrex Regenerative Media Filters – High-efficiency regenerative filtration systems that significantly reduce water consumption, chemical usage, and maintenance requirements compared to conventional sand filtration. LiqTech Qlariflow Silicon Carbide Ceramic Filtration Systems – Advanced ceramic membrane filtration technology capable of producing exceptional water clarity while reducing operating costs and environmental impact. Dr. Dryden's Activated Filter Media (AFMng) – A bio-resistant activated glass filter media that improves filtration performance, reduces biofilm formation, lowers disinfectant demand, and extends media life compared to traditional silica sand. Variable Frequency Drive (VFD) Pump Control Systems – Energy-efficient pump operation that reduces electrical consumption while optimizing hydraulic performance. Advanced Chemical Automation and Water Quality Controllers – Intelligent monitoring and dosing systems that improve water quality, reduce chemical consumption, and provide remote monitoring capabilities. HydroTher Commercial Hot Tubs and Cold Plunges – Factory-built, pre-plumbed commercial systems designed to reduce installation time, improve quality control, and simplify long-term maintenance. Beyond individual products, PPL continuously monitors emerging technologies through active participation with manufacturers, industry associations, technical committees, and educational organizations. This commitment enables us to provide Sourcewell participating entities with access to innovative, field-proven solutions that enhance facility performance while reducing lifecycle operating costs.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or	PPL Aquatic, Fitness & Spa Group Inc. is committed to improving the environmental sustainability, energy efficiency, and long-term operational performance of commercial aquatic facilities. While PPL does not currently maintain a corporate environmental certification such as ISO 14001, sustainability is a key consideration in our equipment recommendations, project designs, and consulting services.	*

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	proposed Solutions. If applicable, describe the certification(s) for each initiative.	Our proposed solutions incorporate a number of technologies that help participating entities reduce energy consumption, water usage, chemical consumption, and long-term operating costs, including: Filtrex Regenerative Media Filters, which significantly reduce water consumption associated with filter backwashing. LiqTech Qlariflow Silicon Carbide Ceramic Filtration Systems, which provide exceptional filtration efficiency while minimizing water waste and chemical demand. Dr. Dryden's AFMng Activated Filter Media, manufactured entirely from recycled green and brown glass. AFM provides superior filtration performance, reduces biofilm formation, lowers disinfectant consumption, extends media life, and diverts waste glass from landfills by repurposing it into a high-performance filtration media. Variable Frequency Drive (VFD) pump systems, reducing electrical consumption by matching pump speed to system demand. Advanced chemical automation systems, optimizing chemical dosing and reducing unnecessary chemical usage. Energy-efficient LED lighting, reducing electrical consumption while extending service life. HydroTher Commercial Hot Tubs and Cold Plunges, engineered for long service life, minimizing replacement frequency and reducing lifecycle environmental impacts. PPL also provides consulting services focused on improving facility efficiency. Members of our team include Certified Aquatic Energy Auditors, and we regularly perform facility assessments that identify opportunities to reduce utility consumption, improve water treatment efficiency, extend equipment life, and lower overall operating costs. In addition, PPL actively evaluates and adopts emerging sustainable technologies as they become commercially proven. We will continue to work with Sourcewell throughout the term of the agreement to ensure participating entities have access to innovative products that support their environmental and sustainability objectives while delivering measurable operational savings.	
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	PPL Aquatic, Fitness & Spa Group Inc. represents numerous leading manufacturers whose products carry a variety of recognized third-party certifications, listings, and approvals applicable to the commercial aquatic industry. As the products offered under this agreement vary by manufacturer and product category, the applicable certifications will differ accordingly. Examples of third-party certifications and listings available on products offered through this agreement include: NSF/ANSI/CAN certifications for commercial pool and spa equipment, water treatment components, and chemical feed systems, where applicable. UL, ETL, and CSA safety certifications for electrical equipment and control systems, as applicable to the specific product. Manufacturer testing and certification to applicable North American performance and safety standards.	*

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		Dr. Dryden's AFMng filter media, manufactured entirely from recycled green and brown glass, supporting sustainability initiatives by repurposing waste glass into a high-performance filtration media. Equipment manufactured in compliance with applicable federal, provincial/state, and local codes and standards. PPL works closely with its manufacturing partners to ensure all specified products comply with the applicable codes, standards, and certification requirements for the jurisdiction in which they are installed. Product-specific certifications, listings, and supporting documentation are available upon request and will be provided as part of the submittal and approval process where applicable.	
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?	PPL Aquatic, Fitness & Spa Group Inc. offers a unique combination of manufacturing, consulting, construction, service, training, and technical expertise that is uncommon within the commercial aquatic industry. Rather than acting solely as a product supplier or contractor, PPL provides complete turnkey solutions throughout the entire lifecycle of a commercial aquatic facility. One of PPL's most significant differentiators is HydroTher, our proprietary line of premium commercial hot tubs and cold plunges. HydroTher systems are factory-built, pre-plumbed, and engineered specifically for demanding commercial applications, providing superior quality control, faster installation, simplified commissioning, and long-term reliability. Very few manufacturers in North America offer a comparable commercial solution supported by an experienced commercial aquatic contractor with in-house installation, service, and training capabilities. PPL also provides Sourcewell participating entities with access to some of the industry's most innovative technologies. These include LiqTech Qlariflow silicon carbide ceramic filtration systems, an emerging filtration technology being introduced to the North American commercial aquatic market, Filtrex Regenerative Media Filters, and Dr. Dryden's AFMng Activated Filter Media, each offering significant improvements in water quality, sustainability, operational efficiency, and lifecycle cost compared with traditional technologies. Beyond our products, PPL's greatest strength is our people. Our estimators, sales representatives, and project managers have hands-on field experience as commercial service technicians and construction professionals, enabling us to develop practical, technically sound solutions rather than simply supplying equipment. Our organization also includes multiple certified Pool & Hot Tub Alliance (PHTA) Certified Pool Operator (CPO) Instructors, Certified Aquatic Energy Auditors, and nationally recognized industry leaders who actively contribute to technical committees, education, and the advancement of the commercial aquatic industry. For Sourcewell participating entities, these advantages translate into lower lifecycle costs, access to innovative technologies, knowledgeable technical guidance, reduced procurement risk, and a single trusted partner capable of supporting projects from initial consultation through long-term operation and maintenance. This combination of expertise, innovation, and comprehensive	*

		service makes PPL uniquely positioned to deliver exceptional value under a Sourcewell Master Agreement.	

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.	PPL Aquatic, Fitness & Spa Group Inc.'s standard payment terms are Net 30 days from the invoice date unless otherwise agreed to in writing following completion of an approved credit application. For larger custom fabrication, special-order equipment, construction, or renovation projects, deposits and/or progress billing may be required depending on the project scope, duration, and procurement requirements. Deposits are typically required upon order acceptance, with progress invoices issued at agreed project milestones. Unless otherwise specified,	*

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		progress invoices are also subject to Net 30 payment terms. Equipment purchases are generally invoiced upon shipment to the designated delivery location, while labour and project-related services are invoiced in accordance with the agreed project schedule or contractual milestones.	
56	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	PPL accepts multiple forms of payment, including electronic funds transfer (EFT), wire transfer, cheque, and major credit cards. Payments made by credit card may be subject to a 2.4% processing fee to recover applicable merchant service charges as permitted by law and disclosed in advance.	
57	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	PPL Aquatic, Fitness & Spa Group Inc. does not currently offer equipment leasing or financing programs, nor do we utilize third-party financing providers or financial partners. In addition to traditional equipment sales and construction projects, PPL offers a variety of service-based solutions ("as-a-service" offerings) that can be structured as recurring service agreements to meet the ongoing operational needs of participating entities. These include: Preventative maintenance programs Scheduled inspection and service agreements Equipment commissioning and start-up services Operator training and technical education Consulting and facility assessments Dedicated facility operations and maintenance support Emergency service and technical support agreements Chemical supply and water treatment support programs These services can be tailored to the specific needs of each participating entity and are typically provided under annual or multi-year service agreements where appropriate.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	PPL Aquatic, Fitness & Spa Group Inc. does not require the use of a standard master transaction agreement beyond the Sourcewell awarded agreement. The documentation utilized for each order will vary depending on the type and complexity of the project. In most cases, participating entities will submit a Purchase Order (PO) or written authorization by email. PPL will issue an Order Confirmation acknowledging the order and confirming the products, pricing, scope of work, and any applicable project details. Typical transaction documents may include: Customer Purchase Order (issued by the Participating Entity) PPL Quotation or Proposal PPL Order Confirmation Project Schedule and/or Schedule of Values for construction or labour-	*

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		based projects Progress Payment Applications (where applicable) Packing Slip(s) Commercial Invoice(s) Warranty documentation Product-specific measurement sheets, site information forms, or pool data forms, where required to verify product selection and ensure the correct equipment is supplied For supply-only projects, the standard documentation generally consists of the customer's Purchase Order, PPL Order Confirmation, Packing Slip, and Invoice issued upon shipment. For projects involving installation, construction, renovation, or other on-site services, additional project documentation may be prepared as required, including project schedules, schedules of values, milestone payment schedules, change orders, commissioning documentation, and close-out documentation. PPL routinely performs work for municipalities, educational institutions, and other public-sector organizations throughout Canada. For construction-related projects, we generally work under the participating entity's standard contract terms and conditions, as this is the customary procurement practice for many Canadian public-sector clients. Our only requirement is that the contractual obligations, including insurance and risk allocation provisions, remain consistent with PPL's existing insurance coverage and commercially reasonable business practices. The exact documentation provided will be tailored to the scope and requirements of each project while maintaining a straightforward, efficient, and transparent procurement process for Sourcewell 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:	PPL Aquatic, Fitness & Spa Group Inc. proposes a Line-Item Pricing model for the products included in this RFP. Because PPL supplies a broad range of commercial aquatic equipment from numerous manufacturers, representing more than 50,000 available SKUs, it is not practical to include every available product within the initial pricing submission. Instead, PPL has prepared a representative line-item price schedule consisting of the products, equipment, and solutions most commonly purchased by municipalities, educational institutions, and other public-sector aquatic facilities. The submitted pricing schedule includes the applicable List/MSRP, and the proposed Sourcewell contract price for each item. Should participating entities require products that are not specifically identified within the initial price schedule, PPL will work with Sourcewell to expand the product offering throughout the term of the agreement. Additional products within the same manufacturer lines and product categories will be priced using the same pricing methodology and discount structure established under the awarded agreement, subject to Sourcewell's contract requirements.	*

	(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.	For larger construction, renovation, installation, consulting, and service-based projects, pricing will be developed on a project-specific basis to reflect the scope of work, labour requirements, freight, site conditions, and other project-specific considerations. Where standardized pricing is not practical, quotations will be prepared in accordance with the pricing methodology established under the Sourcewell agreement. Finished Goods, Installation materials and labour have all been included as line item pricing to support quoting in this way.	
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.	In addition to the proposed Sourcewell pricing structure, PPL Aquatic, Fitness & Spa Group Inc. may offer additional quantity, volume, or project-based discounts where commercially feasible. Quantity discounts are typically considered for purchases of five (5) or more identical units, while larger projects involving multiple products, multiple facilities, or bundled equipment and services may qualify for additional package pricing. Depending on the products, manufacturers, and overall project scope, these additional discounts typically range from 2.5% to 10% beyond the standard contract pricing. PPL evaluates each opportunity individually to ensure participating entities receive the most competitive pricing available while considering manufacturer pricing, freight efficiencies, project logistics, and economies of scale. PPL does not currently offer a standard rebate program. However, manufacturer promotional pricing, factory incentives, or other special pricing programs may be made available to participating entities whenever applicable, allowing customers to benefit from additional savings beyond the awarded contract pricing.	*
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?	Project-specific pricing is developed by PPL Aquatic, Fitness & Spa Group Inc.'s experienced sales and project management team using a structured estimating process based on historical production data, standardized labour units, supplier pricing, and project-specific requirements. Unlike many organizations where estimators have limited field experience, PPL's estimators have extensive backgrounds as commercial service technicians, construction technicians, and project managers. This practical experience provides a thorough understanding of the labour, equipment, materials, sequencing, and resources required to successfully complete commercial aquatic projects. Each project is evaluated individually based on factors including: Equipment and material costs Labour hours and crew composition Design complexity and engineering requirements Site conditions and accessibility Demolition and disposal requirements Freight and logistics Installation equipment and specialty tools	

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		Travel, accommodation, and mobilization (where applicable) Permitting or regulatory requirements (when applicable) Project management, commissioning, and operator training PPL maintains internal production standards and historical cost data for many common construction and installation activities. For example, our estimating process utilizes established labour units for tasks such as piping installation, equipment replacement, tile installation, grouting, stainless steel fabrication, and mechanical system installation. These standardized production rates, combined with current material pricing and project-specific conditions, allow us to prepare accurate and consistent quotations. Once direct project costs have been established, appropriate overhead and profit markups are applied to each component of the work in accordance with PPL's estimating procedures. The applicable Sourcewell contract pricing and discounts are then incorporated into the quotation to ensure participating entities receive the agreed-upon contract pricing. Where requested, PPL can provide detailed quotation breakdowns identifying individual line-item pricing from the Sourcewell agreement, together with project-specific labour, freight, and other costs that are unique to the project. This estimating methodology ensures that every participating entity receives transparent, consistent, and competitive pricing that accurately reflects the specific scope and complexity of their project while maintaining the value of the Sourcewell agreement.	
62	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	PPL Aquatic, Fitness & Spa Group Inc. recognizes that every commercial aquatic project is unique and that participating entities may occasionally require products or services that are not specifically identified within the initial Sourcewell product offering. When this occurs, PPL will first determine whether an equivalent contracted product is available. If no suitable contracted product exists, PPL will work with the participating entity to identify the most appropriate solution while maintaining pricing and procurement practices that are consistent with the intent of the Sourcewell agreement. Because PPL represents numerous leading commercial aquatic equipment manufacturers and has access to more than 50,000 commercial aquatic products, we are often able to source additional products at highly competitive pricing. Where appropriate and permitted under the Sourcewell agreement, these products will be offered using the same pricing methodology and discount structure established under the contract. PPL will also work with Sourcewell to add appropriate products to the contract offering in accordance with the agreement's product expansion procedures. For related services that are outside the original contracted scope, such as specialized consulting, custom engineering, installation, commissioning, or project-specific labour, pricing will be developed using the same transparent estimating methodology described elsewhere in this	*

		proposal. No additional administrative or handling fees are charged beyond the quoted project pricing unless specifically identified in advance (e.g., expedited freight, travel, or other customer-approved project costs). This approach provides participating entities with the flexibility to obtain complete commercial aquatic solutions while maintaining the competitive pricing, transparency, and value expected through the Sourcewell cooperative purchasing program.	
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	The submitted line-item pricing represents the supply of the specified products and equipment only, unless otherwise noted. The following items are not included in the submitted equipment pricing and, where applicable, will be quoted separately based on the specific project requirements: Freight, shipping, customs, duties, tariffs, and applicable import/export charges. Installation labour, project management, commissioning, and operator training. Design services, engineering, shop drawings, and submittal preparation where required. Site preparation, demolition, removal, disposal, or restoration work. Travel, accommodations, meals, and mobilization for projects outside PPL's primary service territory. Permits, inspections, testing, or fees imposed by the local authority having jurisdiction. Equipment rental, cranes, specialty lifting equipment, or temporary facilities where required. Taxes, where applicable. Where installation, construction, consulting, or other professional services are requested, PPL will provide a separate, detailed quotation identifying the applicable labour, project management, engineering, freight, and any other project-specific costs. All additional charges will be clearly identified and reviewed with the participating entity prior to order acceptance, ensuring complete transparency throughout the procurement process.	*
64	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	PPL Aquatic, Fitness & Spa Group Inc. utilizes a variety of commercial freight carriers and logistics providers to ensure cost-effective and reliable delivery throughout the contiguous United States. Depending on the size, weight, and nature of the shipment, products are shipped using Less-Than-Truckload (LTL) or Full Truckload (FTL) freight services. For products shipping from Canada, PPL utilizes multiple freight brokers and carriers to obtain competitive shipping rates and select the most economical and appropriate transportation method for each order. Freight costs are paid by PPL and itemized on the customer's invoice unless otherwise agreed. Whenever possible, PPL works directly with U.S.-based manufacturers to arrange drop shipments directly to the project site. This eliminates unnecessary cross-border transportation, reduces freight costs, shortens delivery times, and minimizes handling of the products.	*

		Standard freight pricing includes delivery to the designated shipping address. Additional freight or delivery charges may apply where specialized services are requested or required, including but not limited to: Liftgate (tailgate) delivery Scheduled or time-specific deliveries White-glove delivery or inside placement Flatbed or specialized equipment transportation Hazardous material shipments Limited-access locations Residential delivery (where applicable) Remote or difficult-to-access project sites Expedited shipping services Participating entities are encouraged to identify any special delivery requirements during the quotation process so these services can be included in the initial pricing. If additional delivery requirements arise after an order has been placed, any associated freight surcharges will be communicated to the customer for approval before they are incurred. PPL's objective is to provide the most economical and efficient freight solution for every project while maintaining safe handling practices and on-time delivery.	
65	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	PPL Aquatic, Fitness & Spa Group Inc. utilizes a variety of commercial freight carriers, freight brokers, and logistics providers to coordinate cost-effective and reliable deliveries throughout Canada, Alaska, Hawaii, offshore locations, and other international destinations. Depending on the size, weight, and nature of the shipment, products are delivered using Less-Than-Truckload (LTL) or Full Truckload (FTL) freight services. PPL works with multiple freight brokers and transportation providers to obtain competitive shipping rates and select the most economical and appropriate delivery method for each project. Freight costs are itemized separately on the customer's invoice unless otherwise agreed. For project sites located within approximately two (2) hours of the Greater Toronto Area, deliveries may be completed using PPL's own fleet of service and delivery vehicles, providing greater flexibility in scheduling and reducing transportation costs where practical. For deliveries to Alaska, Hawaii, offshore locations, remote communities, or other international destinations, PPL coordinates transportation through experienced freight and logistics partners capable of arranging road, ocean, or air freight as required. Freight costs are based on the shipment size, weight, destination, selected transportation method, customs requirements, and any applicable carrier surcharges. Additional delivery charges may apply where specialized services are requested or required, including liftgate delivery, scheduled deliveries, white-glove service, flatbed transportation, hazardous material shipments,	*

		remote or limited-access locations, expedited shipping, or other special handling requirements. Participating entities are encouraged to identify any special delivery requirements during the quotation process so these services can be incorporated into the initial pricing. PPL's objective is to provide the most economical, efficient, and reliable freight solution for every project while ensuring products arrive safely and on schedule.	
66	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	PPL Aquatic, Fitness & Spa Group Inc. offers several flexible distribution, delivery, and deployment methods based on the location, size, and complexity of each project. For local projects within approximately two (2) hours of the Greater Toronto Area, PPL may use its own fleet of service and delivery vehicles. For larger or more distant shipments, PPL coordinates LTL, FTL, flatbed, air, ocean, hazardous materials, limited-access, liftgate, scheduled, and other specialized delivery services through multiple freight brokers and logistics providers. Where practical, products may also be shipped directly from the manufacturer or regional distributor to the project site, reducing handling, freight costs, and delivery timelines. For complex installations, PPL can deploy experienced project managers, technicians, or technical specialists to complete the work, oversee qualified local contractors, provide commissioning, and train facility staff. This allows PPL to support both standard and highly specialized projects, including remote and difficult-to-access locations, while maintaining overall coordination and technical oversight.	*
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.	PPL Aquatic, Fitness & Spa Group Inc. is committed to ensuring that all Sourcewell participating entities consistently receive the pricing, terms, and benefits established under the awarded agreement. If awarded, the Sourcewell contract will be incorporated into our internal sales and quotation procedures. Sales representatives, project managers, and customer service personnel will receive training on the agreement, including eligible participating entities, applicable pricing, and contract requirements. Quotes and proposals prepared under the Sourcewell agreement will be identified accordingly and reviewed through PPL's standard internal approval process. Pricing for contract items will be verified against the approved Sourcewell pricing schedule before quotations are issued and again prior to order processing. PPL utilizes Salesforce CRM and internal order management systems to maintain customer records, track quotations and sales opportunities, and identify purchases made under specific programs and agreements. These systems, combined with management oversight, provide an effective internal audit process to help ensure pricing consistency and contract compliance.	*

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		Management periodically reviews quotations, invoices, and customer feedback as part of our quality assurance process. Should any pricing discrepancy or contract administration issue be identified, PPL will promptly investigate the matter, implement corrective action where necessary, and work with the participating entity to ensure the agreement has been properly applied. Through these internal controls, employee training, management review, and ongoing communication with Sourcewell, PPL is confident in its ability to maintain full compliance with the awarded agreement while providing participating entities with consistent and transparent pricing.	
68	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	PPL Aquatic, Fitness & Spa Group Inc. utilizes Salesforce CRM and internal reporting systems to monitor key performance indicators (KPIs) and evaluate the overall success of strategic programs and customer agreements. If awarded a Sourcewell contract, we intend to monitor and review a variety of performance metrics, including: Number of Sourcewell quotations issued. Number and value of Sourcewell purchase orders received. Total Sourcewell sales revenue. Growth in the number of participating entities utilizing the agreement. Sales by region, province/state, and customer sector (municipal, education, healthcare, hospitality, etc.). Product category performance and utilization trends. Average quotation turnaround time. Customer inquiry and response times. Project completion performance, including schedule adherence where applicable. Customer satisfaction and customer feedback. Warranty claims and warranty response performance. Marketing performance, including email campaign engagement, website traffic, social media engagement, and digital advertising effectiveness. Sales representative and territory performance. Repeat business and long-term customer retention. These metrics will be reviewed regularly by PPL's management team to identify opportunities for continuous improvement, evaluate contract performance, optimize marketing initiatives, ensure customer satisfaction, and maximize the overall value of the Sourcewell agreement for participating entities.	*
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	PPL Aquatic, Fitness & Spa Group Inc. proposes an Administration Fee of 1.5% of all completed sales to Sourcewell Participating Entities under the resulting Master Agreement. The Administration Fee will be calculated on the net sales value of completed transactions during each reporting period and remitted to Sourcewell in accordance with the terms and reporting requirements of the Master Agreement.	*

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	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.		

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.	The pricing submitted under this proposal is based on PPL Aquatic, Fitness & Spa Group Inc.'s current commercial pricing structure, supplier costs, historical project data, standardized labour units, and prevailing market conditions. Equipment pricing is based on current manufacturer pricing and distribution costs, with the applicable Sourcewell discount applied to establish the contract price. Service, consulting, and construction pricing is developed using standardized estimating practices that consider labour, materials, equipment, freight, project management, overhead, and project complexity. The pricing submitted represents PPL's best cooperative purchasing pricing and reflects the anticipated efficiencies associated with a Sourcewell Master Agreement, including reduced procurement costs, standardized pricing, and increased purchasing volume. Due to the breadth of products available through this agreement and the continually evolving commercial aquatic market, certain custom products, special-order equipment, project-specific services, and newly introduced technologies may require individual quotations. Where this occurs, pricing will be developed using the same methodology and discount structure established under the Sourcewell agreement to ensure participating entities receive fair, competitive, and consistent pricing. PPL will continue to work collaboratively with Sourcewell throughout the term of the agreement to incorporate new products, technologies, and manufacturers as appropriate while maintaining the overall value and integrity of the awarded pricing structure.	*

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	PPL Aquatic, Fitness & Spa Group Inc. offers comprehensive turnkey solutions for the renovation, repair, restoration, modernization, reconfiguration, and resurfacing of virtually every type of commercial aquatic facility. With more than 55 years of experience, PPL is capable of delivering projects ranging from small equipment replacements to complete facility renovations. Our capabilities include, but are not limited to: Swimming Pools & Aquatic Facilities Indoor and outdoor swimming pools Leisure pools Competition pools Therapy pools Dive pools Wading pools Spray pads and splash parks Interactive water play features Waterslides and aquatic play structures Decorative fountains and water features Commercial spas, hot tubs, and cold plunges Pool Structure, Interior & Surface Restoration Concrete and structural repairs Stainless steel pool construction and repairs Tile replacement and restoration Pool and deck regrouting Epoxy and specialty pool coatings Pool resurfacing and refinishing PVC membrane installation for pools, surge tanks, gutters, and deck systems Waterproofing and leak detection/repair Expansion joint replacement Coping and deck repairs Rubberized safety surface installation Waterslide and splash pad feature refinishing and restoration Mechanical & Water Treatment Systems Filtration system replacement and upgrades Pumps, strainers, and piping systems Chemical automation and water quality controllers	*

			UV and secondary disinfection systems Heating systems and heat recovery Regenerative, ceramic membrane, and traditional filtration technologies Variable Frequency Drives (VFDs) Valve and hydraulic system upgrades Mechanical room modernization Electrical & Controls Pool lighting and LED retrofits Underwater lighting systems RGB/RGBW feature lighting Equipment upgrades and electrical coordination Commercial Hot Tubs & Cold Plunges HydroTher commercial hot tubs HydroTher commercial cold plunges Custom stainless steel hot tubs and cold plunges Equipment replacement and modernization Accessibility & Safety Pool lifts Accessibility improvements Anti-entrapment system upgrades Main drain replacements Safety equipment and code compliance upgrades Professional Services Facility condition assessments Asset management and lifecycle planning Consulting and engineering support Design development and budgeting Project management Equipment commissioning Operator training Preventative maintenance programs Emergency repairs Operational support services Because every aquatic facility has unique operational and technical requirements, PPL's solutions are customized to each project. Our experienced sales, consulting, construction, and service teams work closely with participating entities to develop cost-effective solutions that improve safety, operational efficiency, sustainability, and long-term asset performance. Whether the requirement is a minor repair, a major renovation, or the complete modernization of an aquatic facility, PPL has the technical expertise, experienced personnel, and national supplier network to successfully deliver the project.	
72	Directly related	◉ Yes	PPL Aquatic, Fitness & Spa Group Inc. supplies a comprehensive range of	*

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	equipment, furnishings, amenities, accessibility elements, features, mechanicals, and maintenance.	○ No	commercial aquatic equipment, furnishings, accessibility products, mechanical systems, and maintenance solutions from many of the industry's leading manufacturers. Through our extensive supplier network, PPL has access to more than 50,000 commercial aquatic products, allowing us to provide complete turnkey solutions for virtually any aquatic facility. Our product offering includes, but is not limited to: Mechanical Equipment Commercial pumps and strainers Sand, regenerative media, ceramic membrane, and cartridge filtration systems Filter media, including Dr. Dryden's AFMng Activated Filter Media Chemical controllers and automated chemical feed systems UV and secondary disinfection systems Ozone systems Heaters, heat exchangers, and heat pumps Variable Frequency Drives (VFDs) Valves, piping, fittings, and hydraulic components Flow meters and instrumentation Surge tanks and balance tanks Commercial Aquatic Equipment AccuTab Tablet Chlorintation System Acid Rite pH Adjustment System HydroTher commercial hot tubs HydroTher commercial cold plunges Custom stainless steel hot tubs and cold plunges Self Contained Custom Stainless Steel Water Features Starting blocks Lane lines and lane reels Bulkheads Competition equipment Timing system infrastructure Lifeguard stands Diving equipment Water polo and aquatic sports equipment Accessibility & Safety Pool lifts Accessible transfer systems Handrails and grab rails ADA/AODA accessibility equipment Anti-entrapment safety systems Main drains, grates, and VGBA-compliant drain covers Emergency safety equipment Pool covers and reel systems Deck, Water Feature & Site Amenities	

			Deck drains and trench drain systems Rubberized safety surfacing PVC membrane systems Waterslide components Splash pad spray features and nozzles Water feature equipment and controls Decorative fountains and feature lighting Benches, site furnishings, and aquatic amenities Electrical & Control Systems Pool and underwater LED lighting RGB/RGBW lighting systems Sensors and instrumentation Maintenance Equipment & Operational Supplies Commercial pool chemicals Water testing equipment Vacuum systems and cleaning equipment Leaf nets, brushes, poles, and maintenance tools Chemical storage and containment systems Replacement parts and consumables Service tools and specialty maintenance equipment Because PPL represents numerous leading manufacturers, our product offering continues to evolve as new technologies become available. Additional products may be added to the Sourcewell agreement throughout its term in accordance with the contract requirements, ensuring participating entities have access to the latest commercial aquatic equipment and innovations.	
73	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	(•) Yes ( ) No	In addition to the products, equipment, and services specifically identified throughout this proposal, PPL Aquatic, Fitness & Spa Group Inc. offers a wide range of complementary solutions that support the complete lifecycle of commercial aquatic facilities. These additional solutions include, but are not limited to: Facility condition assessments and asset management planning. Capital budget development and lifecycle cost analysis. Energy audits and facility efficiency studies. Water quality evaluations and operational optimization. Design review and value engineering services. Construction management and owner's representative services. Equipment commissioning and start-up support. Operator training and certification, including PHTA Certified Pool Operator (CPO) courses. Preventative maintenance agreements. Dedicated facility operations and maintenance support. Emergency service and troubleshooting. Warranty administration and manufacturer coordination.	*

			Procurement consulting and equipment specification development. Regulatory compliance reviews and code consulting. Custom stainless steel fabrication and specialty aquatic equipment. Product sourcing and supply of specialized commercial aquatic equipment not specifically listed within the Sourcewell catalog. Because PPL works exclusively within the commercial aquatic industry, we routinely provide customized solutions tailored to the unique operational, technical, and budgetary requirements of each facility. Should a participating entity require a product or service that falls within the overall scope of this RFP but is not specifically identified in the initial contract offering, PPL will work collaboratively with Sourcewell to provide an appropriate solution in accordance with the terms of the awarded agreement.	

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.	Warranty coverage varies depending on the product, manufacturer, and scope of work being provided. PPL Aquatic, Fitness & Spa Group Inc. administers all warranty claims on behalf of our customers and serves as the primary point of contact throughout the warranty process. For equipment and products supplied by PPL, the applicable manufacturer's standard warranty will apply unless otherwise stated in the quotation or contract documents. Warranty periods vary by manufacturer and product type, and copies of the applicable warranty documentation are provided upon request or at the time of equipment supply. PPL provides a one (1) year workmanship warranty on our installation services, covering defects resulting from our installation work. This warranty is separate from, and in addition to, any applicable manufacturer's product warranty. Should a warranty issue arise, customers are encouraged to contact PPL directly. Our technical team will evaluate the issue, coordinate with the manufacturer where required, arrange replacement parts or repairs, and manage the warranty claim through to completion. This provides customers with a single point of contact rather than requiring them to work directly with multiple manufacturers. Warranty labour, technician travel, and associated costs are administered in accordance with the applicable manufacturer's warranty terms and the project contract. Where covered by the manufacturer's warranty or PPL's workmanship warranty, eligible labour and travel costs will be administered accordingly. Services outside the scope of the applicable warranty may be quoted separately with customer approval. Warranty support is available throughout the geographic areas served under this agreement using PPL's in-house service team, authorized HydroTher dealers, qualified local service providers, and manufacturer technical support	*

		where appropriate.	
75	Describe your installation process and if its included in the price or a separate line item.	Installation requirements vary significantly depending on the product, project scope, existing site conditions, and customer requirements. As a result, installation is typically quoted as a separate line item rather than being included in the equipment price. This approach provides participating entities with transparent pricing and allows labour, travel, equipment, and project-specific requirements to be accurately reflected. PPL's installation process begins with a review of the project scope, drawings, specifications, and site conditions. Where required, site visits, field measurements, and coordination meetings are completed prior to installation to identify any project-specific requirements or potential challenges. Once the project is approved, PPL coordinates procurement, scheduling, logistics, delivery, and installation. Installation may be completed by PPL's experienced in-house technicians, qualified local contractors, authorized HydroTher dealers, or specialized subcontractors, depending on the project location and local licensing or union requirements. Regardless of the installation method, PPL provides overall project management, technical oversight, quality control, and coordination throughout the project. Upon completion of the installation, PPL performs equipment start-up, testing, commissioning, operational verification, and operator training where applicable. A one (1) year workmanship warranty is provided on PPL's installation services, in addition to the applicable manufacturer's product warranties.	*
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.	PPL Aquatic, Fitness & Spa Group Inc.'s family of websites is designed to provide municipalities, educational institutions, healthcare organizations, and other commercial aquatic facility operators with a comprehensive overview of our products, services, technical expertise, and industry capabilities. https://pplgroup.com/ Through PPL Aquatic, Fitness & Spa Group Inc., participating entities can learn about our commercial aquatic construction, renovation, preventative maintenance, consulting, equipment supply, service, staffing, training, and project management capabilities. The website highlights our company history, manufacturer partnerships, completed projects, and the broad range of solutions available for commercial aquatic facilities. https://hydrother.com/ Our HydroTher Commercial Hot Tubs & Cold Plunges website showcases our proprietary line of commercial hot tubs and cold plunges, including product features, specifications, available options, project applications, and technical information to assist owners, architects, consultants, and contractors. https://ppladvanced.com/ Our PPL Advanced (Advanced Commercial Pool & Spa) website is dedicated to consulting, design support, facility assessments, technical audits, operator education, and engineering support for commercial aquatic facilities. The site provides valuable information for owners, architects, engineers, and public agencies seeking independent technical expertise for	*

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		planning, capital budgeting, asset management, facility modernization, and regulatory compliance. In addition, PPL operates an online e-commerce platform that allows customers to browse and purchase a wide range of commercial aquatic products, replacement parts, chemicals, and maintenance supplies. The platform was developed to provide convenient access to competitive pricing and product availability, particularly for municipalities and facilities located in remote areas without local commercial aquatic suppliers. Collectively, these websites provide participating entities with a centralized resource to understand PPL's full range of capabilities, explore available products and services, access technical information, request quotations, and connect directly with our experienced sales and technical teams. If awarded a Sourcewell Master Agreement, PPL will further enhance its online presence by adding dedicated Sourcewell content, including contract information, eligible products and services, cooperative purchasing details, and links that help participating entities easily identify and procure solutions available under the agreement.	
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	PPL Aquatic, Fitness & Spa Group Inc. has completed a substantial number of commercial swimming pool renovation and repair projects over the past three (3) years across Canada. Given the volume of work completed annually, it is difficult to provide an exact count by project value; however, PPL regularly delivers projects within each of the cost ranges identified below. $75,000 – $150,000 PPL completes numerous projects annually within this range. Typical work includes filtration system replacements, mechanical room upgrades, chemical automation replacements, pool resurfacing, tile repairs, PVC membrane installations, deck rehabilitation, accessibility upgrades, commercial spa replacements, and other facility modernization projects. $150,000 – $300,000 PPL has completed numerous projects within this range, including complete mechanical system replacements, major pool renovations, stainless steel vessel installations, deck reconstruction, water feature upgrades, accessibility improvements, and comprehensive facility modernization projects. Over $300,000 PPL routinely completes large-scale aquatic renovation and construction projects exceeding $300,000. These projects often include complete facility modernization, major structural repairs, stainless steel pool installations, new mechanical systems, water features, commercial hot tubs and cold plunges, and multi-phase renovation programs. Regardless of project size, PPL applies the same structured project management approach, utilizing experienced project managers, field supervisors, certified technicians, and quality control procedures to ensure projects are completed safely, efficiently, and in accordance with the owner's	

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		schedule and specifications. To further demonstrate our experience, PPL has included a Corporate Resume with this submission. The Corporate Resume contains a representative listing of completed projects, organized by project type, and highlights the breadth of our experience serving municipalities, educational institutions, healthcare facilities, hospitality clients, and other commercial aquatic facilities throughout Canada and North America. Due to the volume of projects completed over our 55+ year history, the Corporate Resume represents only a partial listing of our completed work.	
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	PPL Aquatic, Fitness & Spa Group Inc. has completed a variety of waterslide and water feature projects over the past three (3) years. While the majority of our waterslide work consists of inspections, preventative maintenance, repairs, and component replacement, we have also completed a number of partial and full waterslide refurbishment projects. PPL employs a licensed TSSA Waterslide Mechanic, ensuring that all waterslide inspections, repairs, refurbishment work, and installations are completed in accordance with applicable regulations and industry best practices. $50,000 – $100,000 PPL has completed numerous waterslide repair and refurbishment projects within this value range, along with water feature repairs, equipment replacements, and modernization projects for commercial and municipal clients. $100,000 – $200,000 Projects within this range have included larger waterslide refurbishment projects, splash pad feature upgrades, mechanical system replacements, and decorative water feature renovations. Over $200,000 PPL is fully capable of delivering larger waterslide and water feature projects, including complete renovations, custom water feature installations, and integrated mechanical system upgrades. Our experience includes commercial water features, splash pads, and custom stainless steel water features utilizing either self-contained or remote mechanical systems. PPL has completed numerous decorative water feature projects, particularly within the condominium and commercial property sectors. Through our fabrication partners, we also design and supply custom stainless steel water features that can be tailored to the architectural and operational requirements of each project. A representative listing of completed projects is included within our Corporate Resume, which accompanies this submission. The Corporate Resume provides examples of our experience across a wide range of commercial aquatic, waterslide, splash pad, and water feature projects and represents only a portion of the work completed by PPL over our 55+ year history.	

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

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorported into the contract text.

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			PER SQ.FT	Commercial pool resurfacing/replastering projects are priced on request based on the total square footage of the pool surface. Final pricing is dependent on the condition of the existing substrate, required surface preparation and removals, bond coat requirements, plaster finish selected, tile repairs or replacement, project access, and other site-specific conditions.	*
81	Pool deck resurfacing package			PER SQ.FT	Commercial pool deck resurfacing projects are priced on request based on the total square footage of the deck area. Final pricing is dependent on the existing deck condition, required surface preparation and removals, repair requirements, selected resurfacing system or finish, expansion joint work, project access, and other site-specific conditions.	
82	Indoor / therapy pool renovation package			QUOTED LUMP SUMP	Indoor and therapy pool renovation projects are quoted as a lump sum based on the specific project scope. Pricing is developed from a detailed review of the facility and may include structural repairs, mechanical and filtration upgrades, plumbing, electrical, tile and finish work, accessibility improvements, code compliance upgrades, commissioning, and project management. Final pricing is dependent on the project scope, existing site conditions, selected equipment and finishes, and any owner-specific requirements.	
83	Splash pad / aquatic feature installation package			QUOTED LUMP SUMP	Quoted on a lump-sum basis. Pricing is developed following review of the project requirements and/or completion of the conceptual design. Final pricing is based on the selected water features, mechanical systems, controls, site conditions, civil requirements, installation scope, and other project-specific requirements.	
84	ADA pool lift			EACH	Priced per unit (each). Pricing includes supply of the specified ADA/commercial pool lift only. Installation, anchoring, concrete modifications, freight, commissioning, and operator training are quoted separately based on the project requirements and existing site conditions.	
85	Commercial chemical controller			EACH	Priced per unit (each). Pricing is based on the selected controller model and optional features. Installation, commissioning, calibration, and operator training are quoted separately where required.	
86	Commercial circulation pump			EACH	Priced per unit (each). Commercial circulation pumps are selected and quoted based on the required flow rate, total dynamic head (TDH), motor configuration, materials of construction, and project-specific hydraulic requirements. Installation, piping modifications, electrical connections and commissioning are quoted separately where required.	

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 - Final Sourcewell Price List.xlsx - Monday August 10, 2026 20:00:57
- Financial Strength and Stability - PPL Financial Strength.pdf - Tuesday August 11, 2026 08:27:33
- Marketing Plan/Samples - PPL Marketing Samples.pdf - Thursday August 06, 2026 10:04:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - PPL_Sourcewell_Sample_Document_Package.pdf - Tuesday August 11, 2026 08:20:47
- Requested Exceptions - Master_Agreement_081126_Swim_Pool_Reno_Repair - Redline.docx - Thursday August 06, 2026 09:16:08
- 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. - Brad Bryson, Vice President, PPL Aquatic, Fitness & Spa Group Inc.

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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.		