

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rain Drop Products LLC, 2121 Cottage Street, Ashland, OH 44805 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor certifies that during the term of this Contract will 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

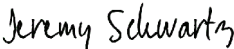
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 2/15/2021 | 10:30 PM CST


Rain Drop Products LLC

DocuSigned by:

20ACAB488449430...

By: _____
Mark Williams
Title: President/CEO

Date: 2/18/2021 | 9:49 AM CST

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 2/18/2021 | 9:50 AM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Raindrop Products LLC
Address: 2121 Cottage Street
Ashland, Ohio 44805
Contact: Greg Holt
Email: gholt@rain-drop.com
Phone: 419-207-1229 22
HST#: 34-1904609

Submission Details

Created On: Wednesday November 11, 2020 13:22:58
Submitted On: Tuesday January 05, 2021 12:46:52
Submitted By: Greg Holt
Email: gholt@rain-drop.com
Transaction #: e52e0409-2098-47c6-bbbe-62139e3f7e94
Submitter's IP Address: 24.154.167.39

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Rain Drop Products LLC | * |
| 2 | Proposer Address: | 2121 Cottage Street Ashland, Ohio 44805 | * |
| 3 | Proposer website address: | www.rain-drop.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Mark Williams, President / CEO, 2121 Cottage Street, Ashland, Ohio 44805, mwilliams@rain-drop.com, 419-207-1229 ext. 10 - mobile 614-506-1221 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Greg Holt, National Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, gholt@rain-drop.com, 419-207-1229 ext. 22 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Jody Radcliffe, Inside Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, jradcliffe@rain-drop.com, 419-207-1229 ext. 52 | |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

| | | |
|---|--|--|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>40 Years ago, Gary Zuercher founded Rain Drop Products with the introduction of the Rain Drop Fountain (or "Mushroom" as it is commonly known). Mr. Zuercher is widely regarded as the "father of children's aquatic play" and because of his many innovations in this industry was honored as one of the first inductees into the World Waterpark Hall of Fame. To this day, Mr. Zuercher remains a friend and advisor of the company. Today, Rain Drop Products is the largest United States based manufacturer of splash pads, spray parks, slides, zero depth play features, water play structures and decorative fountains. In our 40-year history, we have installed thousands of projects in all corners of the world. While we are very proud of our history, we are more gratified with our on-going efforts to transform the traditional children's aquatic play experience. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" Rain Drop is focused on introducing products that offer more than just fun aquatic play value. We encourage every customer to contemplate the addition of products that can stimulate ALL children including those with special needs. We are concentrated in developing both inclusive & interactive products with sensory packages like LED Lights, Sound, Vibration, Tactile feel so that ALL children including the autistic, deaf, blind & physically challenged can engage and enjoy. Throughout our history Rain Drop has pushed this industry's evolution by constantly introducing new innovative ideas and features. Raindrop has transformed the industry from making simple "sprinkler parks" to the imaginative interactive thematic, & inclusive aquatic play projects that exists today. We believe both the project and product design should maximize the concepts of ACTION / REACTION & CAUSE / EFFECT and COGNITIVE DEVELOPMENT creating a truly interactive environment that promotes learning and has play value for ALL. Raindrop strives to go beyond the mandates of ACCESSIBILITY or UNIVERSAL DESIGN and create truly inclusive and interactive community gathering places. The link below is a short 3 minute video that succinctly visually articulates our mission. https://youtu.be/Fq3LPloyaY4</p> <p>While our core business is serving the children's aquatic play needs of cities, towns, and municipalities all over the world, we are also proud to have partnered with some of the most respected names in the industry. See attached link to our Partner Projects https://spark.adobe.com/page/6kF4EriALQ8o7/</p> <p>Our SHADE products offered will be from USA Shade. USA SHADE is the pioneer, innovator and proven industry leader in shade structure design and technology. For more than 28 years, they have led the industry through an unyielding commitment to innovation and excellence. Since thier founding in the early 1990s, USA SHADE structures have grown to be popular alternatives to conventional shade applications and equipment for architects, builders, and designers. As a vertically integrated business, they offer thier clients extensive resources, versatile application options and innovative shade solutions. At USA SHADE, outstanding quality of our products are critical to the success of thier clients' projects and business. All of the fabric and structural components are fabricated using the most advanced technology, materials and processes available in our IAS-certified, 173,020+ square-foot fabrication facility. The safety surfacing product we are offering is from LIFEFLOOR. In the last 15 years LIFEFLOOR has successfully provided safety surfacing for over 2000 projects globally. In that time they have quickly become the go-to aquatic safety surfacing for municipalities, cruise lines, resorts, waterparks, and aquatic recreation facilities around the globe. They are the ONLY Aquatic Safety Surfacing with NSF/ANSI/CAN Standard 50 Certification which is the standard referenced in 38 State Pool Codes as the basis of design. They also offer the best and longest warranty for aquatic surfacing in the industry. The products are made in South Dakota from raw and recycled ingredients and have the manufacturing capacity to service more than 1000 projects per year in the US with ability to add 5x capacity within 6 months. The product is produced in a ISO-9001 certified facility providing top quality assurance and best practices for manufacturing. LIFEFLOOR has a National Installation Partnership with Inside Edge Safety Surfacing with Coverage by service providers in all the top 40 MSAs.</p> |
|---|--|--|

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| 8 | What are your company's expectations in the event of an award? | As we experienced with our first Sourcewell contract, the acceptance and adoption of nationwide competitively bid cooperative purchasing contracts is steadily on the rise. As we (and others) introduce and educate potential members of the advantages of purchasing from a contract that has already been competitively bid and fulfills all of the applicable purchasing bid requirements, we have found greater acceptance of cooperative purchasing. Our Sourcewell related orders have increased significantly in each of the 3-1/2 year's we have held the contract. We expect the significant year over year increase to continue. We have already demonstrated our ability to out sell the prior contract holder Fountain People / Water Odyssey 022113-FPI who sold \$2,156,852 during the almost seven years they held the contract 07/2010-04/2017 (this information as obtained directly from NJPA-Sourcewell after a public records request). In only 3-1/2 years as a contract holder we have sold \$5.2 million dollars of projects through our Sourcewell contract (Some of these projects have yet to be reported to Sourcewell as they are currently in Process – Not completed). We expect that Purchase Orders coming from new and/or existing Sourcewell members will become our largest source of order gestation. One of Rain Drop's most competitive advantages and market distinguisher's is our ability to make custom / organic / thematic features. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. We find that many of our customers are looking for both a way to ensure a competitive price, yet somehow mandate the use of Raindrop's custom / organic features all the while complying with their respective purchasing regulations. Without access to an approved purchasing corporative our customers are forced to put these projects out for public bid and then sort out the "OR EQUAL" issues in regards to features proposed by others that may or may not actually be truly "EQUAL". If we have access to a well-respected nationwide purchasing cooperative like Sourcewell, we have proven that many of our customers would welcome the chance to become members and purchase through this program. In sum, if awarded this contract we expect to continue to grow our Sourcewell related revenue tremendously. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Rain Drop Products, LLC is a privately held company with the majority of shares held in a series of Trusts. The beneficiaries of these trusts are all the descendants of Jack Hire whom is now deceased. Jack Hire was a serial entrepreneur who started and/or purchased many companies including various manufacturing entities, hotels, Radio/TV stations, security firms as well as investing in many other private equity investing opportunities. A family office called Red Diamond, Ltd. was created by the Hire family with the sole purpose of monitoring and assisting the family with their various financial needs. The Rain Drop Board of Directors reports directly to Red Diamond, Ltd. Red Diamond and the Hire family are very private and selective about sharing any details of their various investments and holdings. Due to the public nature of this RFP process we are unable to share Rain Drop Products financials. We have, however, included a letter of reference from our bank Huntington National as well as a Certificate of Liability Insurance with Sourcewell named as the Certificate Holder. Additionally, we would note that during the 3-1/2 years we have held a Sourcewell contract ALL quarterly administrative fee payments due have been made in a timely manner. The SHADE product that we plan to distribute is from USA SHADE. USA SHADE is a financially sound and stable business with a \$25,000,000 bonding capacity, AM Best Financial Strength Rating of A (Excellent), and AM Best Financial Size Category of Class X (\$500m~\$750m). | * |
| 10 | What is your US market share for the solutions that you are proposing? | Rain Drop's US Market Share of the total Children's Aquatic Recreation market is estimated at 40%(this estimate is based upon the children's aquatic recreation market in US cities, towns & municipalities ONLY and specifically excludes the Privately Held Water Park industry) For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35% | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Canadian Market Share of the total Children's Aquatic Recreation market is estimated at 5% While Rain Drop has partner sales channels in Canada and consequently has completed many projects in the country, due to the fact that 3 of Rain Drop's main competitors are Canadian based companies with greater proximity and presence in the region, we have strategically concentrated our efforts in areas with greater chances of success while still supporting our partners in Canada. For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35% | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. In the 38 year history of Rain Drop Products, LLC we have never filed for bankruptcy protection in any form. Additionally, we have never defaulted on any commercial lending instrument. | * |

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|----|---|---|
| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Rain Drop is best described as a United States based Manufacturer AND Service provider. With very few exceptions (ie. Pumps, Controllers, Filters) Rain Drop manufactures ALL of the Children's Aquatic Recreation Products offered in the RFP in the United States in Ashland, Ohio. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, Animators, CAD, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations all over the US and Canada who have the contacts, relationships, & trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale.</p> <p>In relation to SHADE and SURFACING offered by Rain Drop within this RFP we act as an independent authorized distributor. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations who have the contacts, relationships, & trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale.</p> |
| 14 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Certificate of Origin: Made in the USA</p> <p>Rain Drop Products ensures its subcontractors, construction and professional partners, and itself conform to all applicable licensure and registration laws. Our product offerings bridge many disciplines of engineering, architecture, and construction trades. All construction projects require these services and are governed by the individual states in the USA, and individual provinces in Canada. These services require registration or licensure to design and build an aquatic facility and the individual license or registration can be provided on individual project request. These services are as follows:</p> <ol style="list-style-type: none"> 1. Professional Engineer (PE) <ol style="list-style-type: none"> a. Mechanical b. Civil c. Electrical 2. Registered Architect 3. General Contractor 4. Plumbing 5. Electrical <p>Rain Drop Products, LLC certifies that it designs and manufactures all of its products in accordance to all applicable ASTM Standards. Rain Drop Products is a committed leader to providing safe equipment for the aquatic play industry. We are members of ASTM, belong to the F24 and F15 committees and participate on several aquatic task groups; the Group on Drains for Aquatic attractions, the Group on Waterslides, and the Group on Interactive Aquatic Play. We are in compliance with the ASTM F1487 where referenced and all external references made by the ASTM F24.70 and ASTM F2461-09 standards.</p> <p>The products, materials and designs that are furnished by Rain Drop Products are compliant in accordance to their respective ASTM standards, other standards and governing bodies that set forth best practices. These organizations or governing bodies are as follows but not limited to; Consumer Product Safety Commission (CPSP) 15 U.S.C. §§ 8001-8008, National Electric Code (NEC) Section 680.26(B), Americans with Disabilities Act Accessibilities Guidelines (ADAAG) Section 15.6, International Swimming Pool and Spa Code (ISPS), the Association of Pool and Spa Professionals (APSP), American National Standards Institute (ANSI), Underwriters Laboratories Inc. (UL) International Association of Plumbing and Mechanical Officials (IAPMO), and all state and local health codes.</p> <p>ASTM Standards ASTM F24 on Amusement Rides and Devices ASTM F24.70 Water Related Amusement Rides and Devices ASTM F2461-09 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment ASTM F2376-08 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems ASTM F2291-16 Standard Practice for Design of Amusement Rides and Devices ASTM F15.29 Playground Equipment for Public Use ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use ASTM F2387-04(2012) Standard Specification for Manufactured Safety Vacuum Release Systems (SVRS)for Swimming Pools, Spas and Hot Tubs ASTM F2707-10 Standard Safety Performance Specification for Safe Design and Installation of Field Fabricated Suction-Limiting Vent Systems for Suction Entrapment Prevention in Swimming Pools, Spas, Hot Tubs, and Wading Pools ASTM F1193 Practice for Amusement Ride and Device Manufacturer Quality</p> |

Assurance Program and Manufacturing Requirements
 ASTM F1159-03a-Standard Practice for Design and Manufacture of Patron Directed, Artificial Climbing Walls, Dry Slide, Coin Operated and Purposeful Water Immersion Amusement rides and devices and air supported structures
 ASTM D20 Committee on Plastics
 D2343-09 Standard Test Method for Tensile Properties of Glass Fiber Strands, Yarns, and Rovings Used in
 D2562-94 Standard Practice for Classifying Visual Defects in Parts Molded from Reinforced Thermosetting Plastics
 D2563-08(2015) Standard Practice for Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts
 ASTM F01 Committee on Electronics
 ASTM C09 Committee on Concrete and Concrete Aggregates ASTM C27 Committee on Precast Concrete Products

NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health.

NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern.

LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health & Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws.

Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America.

Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in Canada.

Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow.

Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC

Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada.

ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection

American Water Works Association Standards
 C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water.

| | | | |
|----|--|--|---|
| | | <p>Plastics Pipe Institute Report PPI-TR 9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards.</p> <p>NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies.</p> <p>Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.</p> | |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None in the past 38 year history of the Rain Drop Products, LLC | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>World Waterpark Association 2020 Leading Edge Award Soaky Mountain Waterpark</p> <p>National Parks and Recreation Association-2019 Best Booth Runner Up 2019 NRPA Conference</p> <p>World Waterpark Association-2019 Best Booth 2019 WWA Conference</p> <p>Article in the July/August 2019 edition of Wordl Waterpark Magazine featuring Rain Drop Products</p> <p>Article in the Spring 2019 edition of Colorado Byline Magazine featuring Rain Drop Products</p> <p>2018 Project of the Year - Ohio Concrete Association - Mansfield YMCA</p> | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | Greater than 95% of our total sales are to the governmental sector specificaly cities, towns and municipalities | * |
| 18 | What percentage of your sales are to the education sector in the past three years | Less than 5% of our total sales are to the education sector | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Prior to receiving the Sourcwell contract #030117-RDP Rain Drop held a cooperative purchasing contract with HGAC - Parks & Recreation Equipment Contract No.: PR11-16. Immediately upon being awarded the Sourcwell contract we abandoned the HGAC in favor of solely relying on Sourcwell as our primary cooperative purchasing program. Additionally, we have been approached by many of the larger nationwide cooperative purchasing organizations who have encouraged us to participate in solicitations. We have declined those request in an effort to focus our education, training, sales efforts solely on Sourcwell. Under the Sourcwell contract we currently have held for 3-1/2 years we have generated ~\$5,200,00 of revenue or approximately ~\$1.5 per year. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None | * |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|-----------------|-------------------|---|
| NonProfit - Mansfield Area YMCA Testimonial included in the documents section zip file "Upload Additional Documents" | Cristen Gilbert | 419-522-3511 x224 | * |
| City of Newberry Parks and Recreation estimonial included in the documents section zip file "Upload Additional Documents" | Scott Sawyer | 803-321-3681 | * |
| City of Pontiac estimonial included in the documents section zip file "Upload Additional Documents" | Taylor Baxter | 815-844-6818 | * |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|--|---------------|------------------------------|--|--|----------------------------------|---|
| City of Indianapolis Parks & Recreation | Government | Indiana - IN | Multiple Splash Pad Projects located throughout the City of Indianapolis | 3 Transactions with average value of \$275,000 | \$825,748 | * |
| Union City Parks & Recreation | Government | New Jersey - NJ | Multiple Splash Pad Projects located throughout Union City | 8 Transactions with Average value of \$95,000 | \$754,783 | * |
| District of Columbia Department of Parks & Recreation | Government | District of Columbia - DC | Multiple Splash Pad Projects located throughout the District of Columbia | 8 Transactions with Average value of \$82,000 | \$654,229 | * |
| Union County Parks & Recreation NOTE: Union County Parks and Recreation is separate entity completely distinct from Union City Parks and Recreation | Government | New Jersey - NJ | Multiple Splash Pad Projects located throughout Union County | 4 Transactions with Average value of \$143,000 | \$570,531 | * |
| Edinburg Parks & Recreation | Government | Texas - TX | Multiple Splash Pad Projects located throughout Edinburg | 4 Transactions with Average value of \$104,000 | \$417,878 | * |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
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| 23 | Sales force. | <p>Sales Force - Rain Drop employs an internal sales support staff comprised of a National Sales Manager, Inside sales personnel, Administrative Support, 3D Animators, Project Designers, Product Designers, Engineers, & Marketing Specialists. These direct Rain Drop employees' primary responsibility is to ensure projects move from the "Lead" status to "Opportunity Pipeline" and then into an actual Purchase Order. The Sales Force is incentivized and compensated based upon the success of the company to move opportunities from the "Pipeline" into "Purchase Orders." We also employ Regional Sales Directors who cover the United States and Canada and maintain external corporate offices near the center of their respective sales territory. Each Sales Director is a direct employee of Rain Drop and receives a base salary directly from the company. In addition, they receive commissions based upon the volume of Revenue derived from within their territory. The regional Sales directors do NOT attempt to sell directly to the end user. Rather their core responsibility is to foster, maintain and grow a network of partner sales channels from within their territory. see Attached territory map see territory map in Documents upload</p> | * |
| 24 | Dealer network or other distribution methods. | <p>External Sales – Partner Sales Channels Rain Drop Products maintains a diverse and varied team of external sales channels. These partners include strategic sales organizations that cover the entire US and Canada. They typically represent a variety of recreation and aquatic products. These strategic partnerships are success based relationships where a commission is paid upon sale. They are independently owned success based third party dealers. These dealers are knowledgeable and trained to sell the complete line of Rain Drop. Our independent sales representatives, dealers, and service providers always work with a Rain Drop employee to ensure the proper solution is being administered. Our independent sales representatives and dealers provide complete and overlapping coverage of the continental United States and Canada. Each sales representative and dealer is provided sales tools, sales presentation materials, and factory training and support. see territory map in Documents upload</p> | * |
| 25 | Service force. | <p>Internal Service Rain Drop's, Project Management, Engineering, Manufacturing, and Technical Service departments are all engaged in the sales/service process through the entire product lifecycle. Our internal technical service team provide telephone support and on-site service when needed. Our service department handles everything from pre-construction analysis to post operation service and warranty issues. Our typical site services consist of pre-construction analysis, inspections during construction, pre-pour concrete inspection, installation support, product and system calibration and staff training, preventive maintenance, product and system service and emergency service. There are no boundaries in regards to how far we travel and for the duration in which we will stay.</p> <p>External Sales and Service Providers Rain Drop certifies independent contractors and service providers to install, new equipment startup, seasonal startup, facility operations and maintenance staff training, seasonal shutdown, winterization, and factory authorized field repairs. These partner contractors have been educated in the best practices of installing and maintaining Rain Drop equipment. These companies are located throughout the United States and Canada and assist us with Turn-Key installations and are qualified to service our products and systems. Rain Drop internal service department handles most of our site and service work; however, we have the capability to service dozens of projects simultaneously with the resources of our certified service network. We offer an annual two-day training and "what's new" meeting for these companies to keep them current with our latest developments in technologies, installation and service related to our products and systems. see territory map in Documents upload</p> | * |

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| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | The core of our customer service program is our strict adherence to a CRM, "Customer Relationship Management system, and use of an electronic paperless documentation system. The CRM is the tool that we use to document every aspect of a customer request. Whether the issue is in regards to sales or service, every email, phone call or external notation is documented and retrievable in the CRM. The main benefit of this system is that no matter which Rain Drop employee is involved in assisting a customer, they can easily find any/all information / communications that has lead up to the current status. Having a central point of information is vital to quickly and efficiently assisting our customers. In addition, Rain Drop maintains a "paperless office" and keeps all electronic documentation in a cloud based server. Every paper document is scanned and OCR'd (Optical Character Recognition) and then uploaded to the client's project folder or service case file in the cloud. Since every document has been OCR'd, that allows us to retrieve documents via electronic search based upon any word that document may contain. Our electronic database goes back over 19 years and provides our customer service department with instant search access to project specific drawings, job notes, items purchased, etc, within the last 19 years. When a customer calls, the technical support line, the call rings a series of employee's phone depending on which members of the technical support department are in the office or currently on the line. We use a VOIP phone system so the technical support members can also have support calls routed directly to their mobile phones if they are out of the office. After a technical support call gets routed through the support tree and remains unanswered, the caller is asked to leave a message. The voice mail message is immediately sent to the email address of our company's CEO. Our CEO then determines the appropriate person to handle the call and directs that person to respond. Our service team is highly motivated not to allow a call to be sent to the CEO. This happens during the day, night and on weekends. Rain Drop understands the issues that arise when a Project is inoperable and will do everything in our power to assist a customer in getting back up and running. This includes a commitment to responding on weekends and outside of business hours when needed and involves the entire company personnel. | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Many of the same justifications that make purchasing through a respected nationwide cooperative purchasing contract an attractive option for cities, towns, municipalities apply to a Sourcewell contract Vendor. As a Vendor, participation in the typical public bid process can be time consuming, costly, duplicative and exhaustive of limited personnel resources. Additionally, given our ability to create unique custom, thematic, organic one-of-a-kind products, often times projects get can get side-tracked as purchasers and engineers grapple with what is or is not an "OR EQUAL" product. The ability to avoid these costs justifies the discounted pricing model we present. If awarded this contract, promoting purchases be made using the Sourcewell would REMAIN our number one priority for all potential members across the United States and Canada. Proximity to our potential customers is a non-Issue. We sell our products AND provide service to our customers all over the world and have done so for 40 years. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Our ability and willingness to provide products in Canada is easily demonstrated by the many successful projects we have been involved with in many Canadian provinces. We have a dealer partner which is one of the largest pool designer / contractor's in the country, that does projects in all Canadian Provinces. Acapulco Pools has over 150 employees and is considered the largest pool contractor in the country. Also see above response to question 27 | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | None | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | None | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | None | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your | Due to the great success we have had with our current Sourcewell contract we plan to continue with many of the marketing efforts that were implemented over the last three years as well as trying some new approaches. The secret to successfully marketing this contract |

marketing materials (if applicable) in the document upload section of your response.

opportunity is EDUCATION of both potential Sourcewell members and air entire sales team (both internal and external partners). The education begins with a simple review of all the materials that have been created by Sourcewell for Contract Vendors. Sourcewell has created many tools, videos, PowerPoints and pdfs that cover all aspects of successfully selling off a competitively purchased contract. The responsibility falls on the Vendor to use those tools to empower their sales / service partners. An example of our education efforts can be found with a series of ZOOM meetings we conducted during the "stay-at-home" orders that most of the country was under this Spring. Each of our Regional Sales Directors was charged with holding ZOOM meetings with each of our sales partners. A key component of these meetings was instruction on how to sell using this contract. Many of the Sourcewell vendor tools were used during these meetings. Not only did we educate on how to introduce this contract to potential new Sourcewell members but WHY it is important for both Rain Drop and the potential customer the reap the cost savings inherent with a Direct Purchase-Sourcewell purchase. The Zoom meetings were so successful and cost effective we have initiated monthly sales partner ZOOM meetings to discuss all things related to successfully selling Rain Drop.

Website

- Continue to Prominently Display the Sourcewell Purchasing Option on the HOME page of our website
- Continue to expand upon the current page labeled "Cooperative Purchasing" under the resources tab on our website. Currently listed is a trackable web presentation highlighting Sourcewell and Rain Drop Products along with the most recent presentation provided by Sourcewell. We plan to add several more pieces of information to this section including a "Success with Sourcewell" presentation featuring past projects and customers that have used Sourcewell when purchasing from Rain Drop.

Trade Shows and Conferences

- Continue to Prominently Display the Sourcewell Purchasing Option at ALL trades shows. Rain Drop attends both Large National Tradeshows as well as smaller state specific trades shows and the Sourcewell Contract will be displayed prominently in all our booths. In 2019, we won several awards for our innovative booth. We made sure that Sourcewell was prominently displayed on the booth and will continue to do so moving forward.

Printed Materials

- Rain Drop Products offers a variety of product-line based brochures. These brochures are printed in house on a digital press and are perpetually showing off our latest and greatest offerings. The materials are being distributed across the US through our Regional Sales Directors, Sales Representative Groups, and Corporate Headquarters. Furthermore, PDF versions of all catalogs are available for download on our website. All these brochures will be branded with the Sourcewell logo and have pages dedicated to Sourcewell.

They are as follows:

- 1) Imagination Guide
- 2) Inclusive Aquatic Play
- 3) Creature Features
- 4) Structures
- 5) Slides

Email

- Adoption & Promotion of the Sourcewell "Awarded Contract Logo" on ALL email footers.

Press Releases

- Using our website along with many of the various Press Release engines Rain Drop has and will continue to post press releases regarding Sourcewell and our success with the program.

Video Intro/Outro and Renderings

- Adoption of the Sourcewell "Awarded Contract Logo" on the intro / outro of all the Video Animations that we create during the Early Stage Pre-Design stage of a project
- Adoption of the Sourcewell "Awarded Contract Logo" on the Renderings that we create during the Early Stage Pre-Design stage of a project

Trade Publications

Rain Drop Products periodically and strategically advertises in several industry trade publications. When running an ad, we make sure the content of the publication will be of interest to our client base. When advertising, all ads will show our Sourcewell awarded contract number along with the Sourcewell logo.

Mail Campaigns

We receive information requests through several different outlets including trade show leads, website information requests, and publication surveys. We add these leads to a database and send out two large mail campaigns a year. Each mail campaign does and will include information on Sourcewell.

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| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Google Analytics – We have recently created a presentation tool that is tightly intergrated with Google Analytics. Each Customer/Project specific presentation is encoded with a Google Analytics Tracking Code. Using the tracking code in conjunction with Google Analytics we can easily track how long the presentation was viewed, from what location the presentation was viewed, and how many times has it been viewed. This information is vital to gauging the level of interest a potential customer has in our project offering. An example of this tool in application is with the Sourcewell presentation tab on the Homepage of our website www.rain-drop.com</p> <p>If a potential customer visits our website and then further clicks the “take a closer look” on the Sourcewell tab on the front page we can view within Google analytics how long they watched the presentation and their IP address location. Using the IP information it is quite easy to discover the potential city, town or municipality that is thinking about a potential purchase. With this information we then contact the decision makers and introduce our product offerings.</p> <p>Dropbox – Rain Drop is essentially a paperless office. All project information about a potential Opportunity is electronically stored in the Cloud using Dropbox for business. Any actual documentation received is scanned and stored electronically. All files are OCR'd for Optical Character Recognition which allows for the ability to search via a word contained in the document. All quotes, proposals, submittal packages, renderings, etc. are shared with a potential customer via shared dropbox links. These links are viewable to anyone who we send a link to as well as anyone the potential customer sends the link to. All shared links within dropbox can be tracked for traffic and insights data. Specifically, we can see who viewed the file(s), if they downloaded the file, When (if) they accessed the file, and the device they used to access the file.</p> <p>Youtube Analytics - Through the use of 3D animations Rain Drop has created best in class assistance to our clients to create very effective marketing campaigns. We employ a full-time 3D Animator who provides 3D video of each option for every project we quote. These 3D videos are uploaded to our YouTube channel are then forwarded to the customer for review. (https://www.youtube.com/user/RainDropProducts/videos). Our channel contains over 3,000 videos. These videos contain splashing sounds, laughing & screaming kids as well as much of the projects actual surrounding area. Our goal is to show the decision makers a real-life version of what the project could look like. Often these videos become the backbone of the clients marketing campaign to fund a project and/or generate public support. If awarded this contract, we plan to include a Sourcewell cooperative purchasing contract “splash screen” in the intro and outro sections of each video we create. We also use Google Analytics to track viewing time, number of views and location of these Animation Video's</p> <p>Metatag Data – Rain Drop uses Flickr as our company wide photo repository for internal uses as well as our website. All photos on our website are driven by the use of metatags which pull the image(s) the corresponding place on the website.</p> <p>WEBBOTS – Automated Progromatic Web search - Rain Drop actively subscribes to numerous web based automated search engines to programmatically search the internet for key words that are indicative of a potential customer in the early stage of considering an aquatic project. We take the results and effectuate a marketing campaign targeted at the decision makers in these areas. In this marketing campaign we deploy the use of Zoom Meetings, emails, webinars, phone calls and personal presentations to introduce these decision makers to the options presented by Sourcewell membership. This is the most appropriate time to introduce the Sourcewell contract as typically at this early stage of an aquatic project process the client is often looking at much of the big picture challenges of a project i.e. How much do these things cost overall? Can you provide installation? Can you provide Shade? Can you provide Surfacing? Can I get everything necessary for a Splash pad from ONE vendor?</p> |
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| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>Sourcewell Role -</p> <p>Sourcewell has played a major role in the success we have experienced with our first contract and we would expect that they would continue to provide and update as necessary the Resources and Tools which have already been created.</p> <p>Sourcewell H2O show. – This training session / “mini vacation” not only provided excellent educational topics but also an invaluable interaction between other contract holders. We learned how others used the contract and exchanged many ideas on ways that we were finding success. We attended the show in 2019 and were signed up for the 2020 show but it was unfortunately cancelled due to Covid. If awarded a contract we would expect to attend in 2021.</p> <p>Sourcewell Universities – Get to Know Us – These regional seminars allowed our Regional Sales Directors and Partner Sales organizations the ability to learn first hand about the contract advantages and how to sell to member organizations without having to travel out of their respective territories. If awarded a contract we would expect to attend these educational sessions that were in proximity to our Sales Partners and Sales Directors.</p> <p>Compliance Information Tool – This tool proved invaluable as we assisted interested potential NEW member's with the state specific regulatory guidance they need to get buy in from those unfamiliar with the cooperative purchasing / competitive process. We would expect this tool to be updated as necessary.</p> <p>State Specific Talking Tactics webinars available via youtube. We have had each of our sales partners watch these Tactics webinars and advised them when new webinars were released.</p> <p>Our current Sourcewell contract is fully integrated into our Sale Process and this would continue if we were awarded this contract. We will continue to educate our sales force as necessary on how to sell using the Contract and incentivize our sales force to use the contract whenever possible.</p> | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Although it represents less than 5% of our total revenue, replacement part orders can be placed simply by emailing Rain Drop Products from the Contact Us tab on our website. Currently requests for quotation and purchase orders of replacement parts are often made by existing customer's via email. A confirmation email is replied to the customer and the order is entered into our ERP system. The remaining 95% of our revenue is derived from new project or new product orders. As such, the products involved in a new project order are not well suited for e-procurement due to the many factors involved in the procurement process. Factors such as Pump capacity, gallons per minute, maximum overall project total flow, sequenced project intended flow, individual product minimum and maximum flow all influence the various configuration of the products involved in a new project order. Engineering analysis is needed to ensure the new project is configured in the most safe manner possible. An e-procurement system is not a desirable option in the new project ordering process in the children's aquatic play industry.</p> | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>All our products and systems come with extensive written operation and maintenance instructions. We provide both instructions for the overall park along with instructions for each individual feature. All our feature manuals incorporate 3D renderings from our engineering software. This makes installation easier, cutting down on wording and bringing visualization to the feature.</p> <p>We have many installations, start up, shut down and operation training videos available at no cost to our customers. We also offer web-based operation and maintenance training at no additional cost. Furthermore, our iSplash controller is available with web-based troubleshooting and programming.</p> <p>All onsite maintenance and operation training are available for a nominal charge. This charge is based on location and per diem basis. A proposal will be sent to the customer and the amount agreed upon prior to the service. maintenance and system operation</p> <p>Rain Drop Products, LLC's engineering and service teams are comprised of the industry's most experienced professional technicians who provide onsite and remote startup services and training for all equipment and devices we manufacture and sell. We service the entire product lifecycle from startup, calibration, verification, equipment updates and replacements, winterization or technical advice. Our service team provide startup services including device configurations, control parameter settings, and site acceptance testing. The factory startup technicians minimize startup issues by ensuring your devices will work correctly in accordance with product and system design. We calibrate chemical controls, flow rates, pressure, and any sensor-controlled devices complete with acceptance and certified documentation. We also record the training for the customer to keep as reference.</p> <p>Seasonal shut down and winterization training Rain Drop Products, LLC provides seasonal shutdown and winterization services and training. Proper system shutdown and winterization is paramount to continuous operation, system longevity, and maintenance cost control. Our experienced service providers train the maintenance staff how to secure the water features, evacuate all water and fluids from the systems to prevent freezing or growth of unwanted organisms. Closing the facility properly will save a lot of work when it comes time to re-open.</p> <p>Sourcewell Training Program Rain Drop has also developed a Sourcewell training program for our Regional Sales Directors, internal sales support staff and our nationwide network of partner sales organizations.</p> |
| 37 | Describe any technological advances that your proposed products or services offer. | <p>INDUSTRY BEST PAINT / COATING WARRANTY against the harmful effects of UltraViolet sunlight and contamination from a chlorinated environment. The number one warranty issue in the children's aquatic play industry is fading, peeling, cracking of painted surfaces due to a combination of the harmful effects from year-round exposure to Ultra Violet Sunlight Rays and the chlorinated water to which they are subjected. The industry standard shared by most of the major players in the children's aquatic play industry is a TWO year warranty on the product Coating / Paints. New for 2021 Rain Drop has partnered with PPG (Fortune 500 company) to introduce a revolutionary new coating system which provides 2-1/2 times (up to 3-1/2 times with the optional enhanced system) of warranted protection. This warranty would cover 95% of the products we sell.</p> <p>Paint and Coating warranty: Peeling or delamination of the topcoat and/or other layers of paint, excessive loss of color and gloss caused by UV, cracking, checking, and hazing.</p> <ul style="list-style-type: none"> · Standard Paint System = 5 years · Enhanced Paint System = 7 years · All Power Coated Products = 2 Years <p>Robot – 5 axis CNC Router – Rain Drop's invested nearly \$1,000,000 in a "robot" that we use to cost effectively manufacture our molds. Using this Robot we can provide the Sourcewell member with an aquatic facility that meets any theme or product they can dream up. Starting from a customer's dreams or visions we electronically create a 3D drawing to replicate what we ultimately will produce. Once a customer signs off on the electronic 3D model we feed this information into the router and it begins the process of creating our molds. This router has been an integral part of our significant revenue growth and has already created hundreds of new products never before seen in the aquatics industry.</p> <p>DMX - IOT Connected Controller - Using the same communication protocol that is in use in LED Light Shows, Concerts, Stage Shows our aquatic projects have access to the ability to control LED, Lights, Sound, Vibration, Bubbles, etc. This controller can be connected to the internet so that the customer can access in real time usage reports, error messages, maintenance needs. It can also be connected to Web based inputs like Lighting detection which could shut down, start up the project in the event of dangerous conditions.</p> |

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| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Design Principals -Sustainability is a guiding principal in Rain Drop Product's product and project design goals. Every decision made during the design phase considers the impact on the environment. Our goal is to produce the most environmentally sustainable products & projects. We attempt to use the valuable resources involved in our projects in the most responsible way possible. The overall project goal of creating an exciting interactive and fun aquatic project must co-exist with a desire to minimize the environmental and economic impact on future generations. We address these concerns in all phases of a project. Rain Drop utilizes high efficiency nozzles and prides itself on our ability to create exciting products that minimize the amount of water used. Our state of the art control technology provides maximum flexibility to manipulate and minimize the amount of water used during a cycle. Our use of Variable Frequency Drives also provides the most energy efficient method of activating the water features. Depending on the health codes in a particular area, many creative options exist in regards to RE-PURPOSING the water used on a project, including percolation, irrigation, and aquifer replenishment. Rain Drop educates our end users of all available options during the project design phase allowing the end user the flexibility to create the most sustainable project possible.</p> <p>Leadership in Energy and Environmental Design Accreditation Points</p> <p>A properly designed children's aquatic play area has the capacity to earn LEED credits and offers enhanced life-cycle cost savings. Potential LEED credits can be attained in the following categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, and Materials and Resources. The benefits of designing a project to maximize its LEED accreditation points are not only a "greener" more sustainable project but the savings can be seen in total cost of ownership, operation, maintenance, water usage, staffing and overall durability.</p> <p>Green Initiative – INTERACTIVE Initiative</p> <p>Most ALL splash pads operate in a similar fashion. When occupied, a child activates some form of activator (bollard, touch sensor, etc.), which starts a pre-programmed series of choreographed sequences. Effectively the controller turns on / off features during an activated cycle. The issue with this archaic technology is that it is pre-programmed and runs the same on a cloudy morning when the pad may only have one child on it as it does on a sunny weekend day when the pad is fully occupied. Rain Drop wants to change the industry standard and replace the pre-programmed sequences by making all projects 100% interactive, putting the children in control of what turns on and when. Using our state of the art controller (iSplash) we can put individual control at the child's fingertips allowing them to turn on / off the feature they want to interact with. The benefit of this is a dramatic reduction of water usage and energy but ALSO an increased amount of Interactivity. The simple on/off exercise provides the child with Action/Reaction – Cause/Effect – Cognitive development never before introduced to the industry. This ON DEMAND option is the most sustainable initiative in children's aquatics, eliminating any water wasted by an unattended feature while increasing the interactive element of the project as a whole. Rain Drop introduces this new concept on ALL projects and encourages our end users to assist us in changing the industry standards.</p> <p>Fiberglass is "greener" than Stainless Steel</p> <p>Fiber Reinforced plastic "FRP" or Glass Reinforced Plastic "GRP" are terms often used to describe composite based products. These products have many advantages over their steel, stainless steel, and aluminum counterparts that contribute to the totality of its lack of environmental impact. In other words, composite products are the greenest solution due to their low embodied energy. Embodied energy is the sum energy expended to produce a component from the lowest raw elements to completion. This includes the energy required to extract, refine, convert to usable intermediates, transport, manufacture parts, and haul finished parts. In fact, some of the composite resins and fiber reinforcement are made from renewable, sustainable, biomass organic materials that reduce the carbon that is released into the environment from the production of the alternative materials as they grow. The lifecycle assessment of composite parts is generally 50 years to 99+ years dependent on the specific product. This means multiple replacements of environmentally damaging metal based products will occur during the lifespan of the composite product. The composite part will not corrode from the inside out and is not subject to electrochemical process corrosion. The composite end of life processing is far less impactful to environment than the other stated materials. Composite piping is noncorrosive and will not erode to failure from the interior out. Metal pipe often fail from interior erosion or stripping. Eventual total or catastrophic failure will occur with metal pipe systems dependent the pH, buffer intensity, alkalinity, and concentrations of calcium, magnesium, phosphates, and silicates in the water. When the pH level remains below 7.2, the water is considered corrosive and means etching of metals in equipment and piping will occur and will shorten the service life of the aquatic equipment. Composite aquatic equipment and piping are not harmed by corrosive water and disinfection oxidizing chemicals.</p> |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | None |

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| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Rain Drop Products qualifies as an Ohio Small Business Entity and used that qualification to obtain a low interest loan through the Ohio SBA 166 program which enabled it to purchase our 5-axis CNC router. Rain Drop Products has been deemed a Small Business Entity by the Ohio Statewide Development Corporation during its qualification for low interest financing reserved for Ohio Small Business Entities. Rain Drop Products qualifies as a Small Business per the standards set forth by the United States Small Business Administration. Federal Financing packages backed by the United States Small Business Administration have been offered to Rain Drop Products. | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Hybrid Manufacturing Medium - The manufacturers who make up the children's aquatic play industry can typically be separated into two groups: Those who use Stainless Steel as their primary manufacturing medium, and those who use Fiberglass as their primary medium. Arguably, both mediums have many strengths as well as weaknesses. Consequently, Rain Drop has adopted a hybrid approach to choosing our manufacturing medium dependent on the specific product. For products that we have Organic / Thematic shapes, Fiberglass is clearly the best manufacturing medium. Conversely, for products that are comprised of artistically bent pipe, stainless steel is the most economical solution. By adopting this Hybrid manufacturing approach, Rain Drop has much more flexibility to cost effectively manufacture a wider variety of product than our competition thus providing Sourcewell members the most options for an aquatic play project. Inclusive and Interactive Play elements – Rain Drop's focus on inclusion and interactivity is transforming the children's aquatic play industry. Our development on products that stimulate ALL the senses including Tactile, Audible, Proprioceptive, and Vestibular is transforming the landscape in aquatic play. Our development of products that use ACTION/RE-ACTION and CAUSE/EFFECT functionality is allowing us to create the most INTERACTIVE products our industry has ever seen. This unique approach to product development will provide Sourcewell customers the most innovated aquatic play features in the industry today. Complete Turnkey Solution By combining every conceivable product category in the children's aquatic play industry with the ancillary products and services typically found on a project allows a Sourcewell member to issue a single purchase order for all the Aquatic Play Products, Shade, Surfacing, Engineering services, Installation services and training. The ability to be a one-stop shop will undoubtedly provide a unique cost savings opportunity for Sourcewell members. | * |

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
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| 42 | Do your warranties cover all products, parts, and labor? | Yes. | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | While the warranty does have some stated limitations, these are common in the industry and does not adversely affect coverage | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | There is NO Geographic region of the United States or Canada for which we cannot provide a certified technician to perform warranty repairs. An example of our willingness to quickly respond to warranty needs in difficult to reach locations is the time a customer in Managua, Nicaragua had a defective yet under warranty part. This very small but critical part to their project (input output board) was preventing the highly publicized opening day which was scheduled for 24 hours later. We had the replacement part in stock but were unable to secure a source to overnight the part in time for the opening. Our solution was to purchase a plane ticket and fly an employee from our Ashland, Ohio office to Managua to deliver the part and turn around and fly home. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Rain Drop Products warrants the products DIRECTLY for each product category, including those products we simply distribute. We adopt the same warranty language including length, terms and conditions as well as exclusions. Privity for any warranty claim is between the Sourcewell member and Rain Drop Products. It would be Rain Drop's responsibility (not the Sourcewell member) to file a warranty claim with the original manufacturer for any products where a warranty claim has been filed with Rain Drop directly. | * |

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| 47 | What are your proposed exchange and return programs and policies? | <p>RETURN AND EXCHANGE POLICY</p> <p>We stand behind our products 100%. If you're not completely satisfied with your purchase, or you have a non-conforming product, we will work hard to resolve the issue. Most often we are able to resolve the issue with a field technician or an inhouse repair of damaged or nonconforming products. If the product is damaged in transit, a freight claim will be made on behalf of the customer. If the product is nonconforming, Rain Drop Products will pay for return freight and negotiated costs incurred or send a field technician to make necessary repairs.</p> <p>An exchange may be necessary as a last resort and is at the sole discretion of Rain Drop Products. An exchanged product may not be exact and is equal or of equal value. Exchanges are made only when the product defect cannot be repair with 3 attempts by a factory authorized or factory technician. Equal exchanges are not permitted as a result equipotential bonding issues and will be resolved by case. Most of our products are made to customers specified options and paint schemes. These products that are made to order have a 50% restocking fee, plus freight if applicable. This fee is the cost incurred to alter the product for resale. One of a kind products that are produced for a specific customer or have customer specific logos or mascots are not returnable or refundable. Off the shelf products and commodity based products have a 30% restocking fee from the OEM (original equipment manufacturer). If an order is canceled for any reason after we have received a purchase order from the customer, no fees or penalties will be implemented as long as the product has not been shipped or production of the item has not commenced. If the product is shipped, it must be returned at the customers expense in an unused and resaleable condition and are subject to restocking fees. If production on the product has begun, Rain Drop will negotiate with the customer for the incurred costs up to 100% of the selling cost of the product dependent of progress and product type. Our refund policy does not cover products damaged due to neglect, improper usage or application, wind damage or other acts of nature. Our products refund / return policy only covers products installed and used as intended.</p> | * |
| 48 | Describe any service contract options for the items included in your proposal. | <p>Rain Drop Products offers service contract options to assist the customer with construction site inspections at various intervals, advisory assistance during construction, commissioning of a new park, operation and maintenance training, seasonal startups, shutdowns, and winterization. These services ensure proper procedures are followed to help prevent damage to equipment and promote safe operation conditions. These services are offered as a one time visit or can be customized for an extended period depending on the customer needs.</p> <p>Construction Site inspections ensure the installation of infrastructure components and water features are correct and to industry standards and Rain Drop Product instruction.</p> <p>Construction advisor assist the contractor or installer to ensure products are installed correctly for safe reliable use.</p> <p>Commissioning of a new park ensures that all the supplied equipment is installed properly prior to energizing electrical components and pipe connections are correct. Through this process the equipment is adjusted and calibrated to optimal and intended performance. Startup training is available to train maintenance and operating personnel how to keep the system functioning in safe and reliable manner. Seasonal shutdown / winterization is to assist the maintenance personnel to shutdown the park to help prevent damage to equipment and pipe systems. Seasonal Startup assists maintenance personnel to get the park operational again and ensuring everything is adjusted and calibrated for safe operation.</p> | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Our normal Payment terms are 35% deposit / 65% balance prior to shipment for most customers. In addition to our stated pricing discount, we waive our standard terms and offer all Sourcewell members who purchase under this contract Payment Terms of Net 30 | * |
| 50 | Describe any leasing or financing options available for use by educational or governmental entities. | As the COVID-19 vaccines are slowly released and our country begins to come out of this 100 year pandemic, Rain Drop's core customer base will be reeling from the year long loss of income from sales tax, income tax, etc. Cities, Towns, Municipalities make up 95% of Rain Drop's revenue stream. From a financial perspective this customer base has been hit hard as it was forced to spend un-budgeted funds on Covid-19 related expenses at a time when they are also facing unprecedented revenue loss. Unlike the Federal Government, these entities must work within a balanced budget. As things get back to normal, very difficult decisions will have to be made regarding budget cuts in all areas from essential services to Parks and Recreation. Unfortunately, it's possible that a children's aquatic play project may take a back seat to keeping fireman and police employed. At the same time, however, this virus has emphasized the importance of providing local recreational alternatives for everyone. For these reasons Rain Drop has partnered with fellow Sourcewell contract holder NCL Government Capital (Sourcewell Contract #011620-NCL) to provide financing alternatives to Sourcewell members to a complete suite of finance solutions. NCL and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | In order to ensure accountability and accuracy, as the contract holder, ALL communications, quotations, Purchase Order processing, and/or invoicing would go through Rain Drop. Our external dealer network would be copied on ALL communication between the Sourcewell member and Rain Drop. Our internal and external sales, support and service staff always has access to ALL project communication and documents via our CRM and/or use of cloud based shared project folders. The Accountability / Reportability of our Sales Order / Invoice process is described in detail in Table 13 Line Item 62. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | We currently accept P-cards from all the major P Card companies for all payments with a 4% surcharge additional cost. As an additional incentive to use the Sourcewell contract w will WAIVE the surcharge for all Sourcewell members. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | We offer line item pricing discount off listed price. See pricing spreadsheet which breaks down pricing by product category. NOTE: In our continuing effort to ensure that the Sourcewell members received the industry best pricing, in the 3-1/2 years we have held the Sourcewell contract we have NOT submitted a price and change request to Sourcewell despite numerous price changes that occurred within our core product line during this same time period. | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | 10% discount of the the stated MSRP | * |

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| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | The Pricing provided to Sourcewell for this contract represents the best pricing offered to any Entity, GPO, cooperative procurement organization or state purchasing department. The pricing methodology was based upon the assumption that Rain Drop would receive "average" sized single purchase orders from multiple entities across the Sourcewell membership which justified the volume discount. However, If a single Sourcewell member was contemplating a commitment to multiple orders or a single large purchase order, we could provide an additional discount dependent on the overall size of the opportunity and/or number and kind of features selected. | * |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | While it is difficult to imagine a product or service that is not accounted for in this offering, if one were to present itself we would supply a quote for each request. If the Sourcewell member desired to purchase the product based on the quote we would submit a pricing item change addition information per the Sourcewell guidelines to get it on the Contract. | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | No additional costs are anticipated for the purchaser beyond what is included in the pricing provided in this submittal. Rain Drop is offering a total turnkey solution including from everything from Early Stage design, Engineered Stamped drawings, installation services to start-up and training. | * |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All of our products are individually wrapped in foam and secured in wooden crates. Shipping charges are additional and unfortunately there is no current formula to determine freight costs without knowing the products and shipping location. All proposals include freight charges that are determined once the products are chosen and a shipping location is provided. We then determine the best mode of transportation, in most cases either less than truck load common carriers such as FedEx Freight, UPS Freight, YRC, etc., or private trucking companies that specialize in larger shipments and have less handling. We currently have contracts with three 3rd party logistics companies, eight common carriers (FedEx Freight, UPS Freight, YRC, ABF, Old Dominion, Pitt-Ohio, Ward and Saia) and dozens of private trucking companies. We shop all our freight utilizing these resources for the best price and service. We would be happy to provide these quotes to your members to show full transparency so they know they are getting the most economical rate possible and are only being charged what Rain Drop is being charged. We also charge for the shipping crates and handling fees to securely package and crate the products. We are waiving these charges for all Sourcewell members and will only charge for the freight services provided by the companies listed above. Our shipping department coordinates the delivery with the Sourcewell member and the trucking company. Our shipping department monitors the shipment until it is delivered communicating updates to the Sourcewell member daily until the product is delivered. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We have experience shipping all over the world. We have shipped products to Canada, Hawaii, Puerto Rico, Central America, South America, Europe, Asia and Australia. We utilize the same process as above for Canadian shipments. We also use some of the third party logistics companies for shipments to Hawaii and Alaska. However, we also have contracts with many international logistics companies that often offer better rates and service to these locations. We will shop for the best rates and service and charge the Sourcewell members in the same manner as listed above. We will also waive any charges for crates, packaging materials and handling. We can clear customs in Canada with our broker, but in most cases the Canadian company we sell to uses their own broker to clear customs. We do provide all necessary documentation to clear customs, whether through our broker, or the customer's broker. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Our product usually ships in two phases. The first shipment contains all the below grade components that need to be installed prior to pouring concrete. The second shipment would include all above grade features and mechanical equipment. The shipments are typically split for construction purposes, as the features needed prior to pouring concrete are readily available and the above grade components and mechanical equipment take longer to produce and ship. These features are not required to start construction thus multiple shipments are offered. We also can utilize Flatbed and Step Deck transportation for larger features and ease of handling. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|---|----------|--|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>Upon receiving a LEAD for a product or project inquiry, the lead is entered into our Customer Relationship Management system (CRM). At that time, if the customer has stated an interest in using the Sourcewell contract it is flagged as a potential Sourcewell Contract customer. Once the LEAD has been QUALIFIED it is converted into a OPPORTUNITY within our CRM (and retains the Sourcewell flag attribute). At any subsequent time an OPPORTUNITY can be flagged as a Sourcewell project after we educate the customer about the available options. Once an OPPORTUNITY gets to the proposal / quoting stage it is entered into our Enterprise Resource Planning Accounting Software (ERP). In order to access the Sourcewell pricing table within the ERP the quotation must indicate it is a Sourcewell project. This pricing table is the same one that is submitted to Sourcewell. If for any reason pricing is changed then a new price list would need to be submitted to Sourcewell following the SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM procedures. Once a quotation is accepted and a SALES ORDER is received. The quote is converted to a Sales Order in the ERP system. At the time it is converted to a sales order the ERP system PROGRAMMATICALLY creates a payment liability to Sourcewell equal to 2% of the overall Total Cost. Rain Drop follows the Accrual method of bookkeeping for both financial statement and tax purposes therefore the ERP system would programmatically accrue a Balance sheet EXPENSE equal to the 2% administrative fee at the time of sale order conversion and would also create a corresponding Balance sheet liability of 2% payable to Sourcewell. Once the customer has been invoiced for the order and pays in total for the Order, the payment to Sourcewell would become DUE and payable as well as reportable on our Quarterly Sourcewell Reporting requirement. Once a check is cut to Sourcewell for all of the currently DUE payments our accounting system debits the amount of the check from our CASH account and also credits the same amount out of our balance sheet liability account. The ONLY way to allow our system to pull the Sourcewell pricing list is to flag it for Sourcewell pricing. Rain Drop Products strictly adheres to GAAP (Generally Accepted Accounting Principals) and as such it would be an unacceptable accounting irregularity to modify these accrual accounts AFTER an order has been placed. At any time, we have the ability to run reports that show the number / \$ value of Sourcewell projects in our CRM designated as Leads or Opportunities. In addition, at any time we have the ability to run reports within our ERP system which shows the name and value of any quotation that has been flagged for Sourcewell pricing. Finally, at any time we have the ability to run reports within our ERP system which shows the name and value of any converted Sales Orders that have been flagged for Sourcewell pricing and indicate if they are currently due and payable. As a redundant check to prevent accidental omission, each of the Regional Sales Directors is sent a monthly report which indicates the current status of Sourcewell quoted Opportunities and converted Sales Orders. Since the Regional Sales Directors have a financial incentive to use the Sourcewell contract they act as a secondary audit to ensure that no order is accidentally omitted.</p> |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>The proposed administrative fee calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, is two percent (2%).</p> |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
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| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>A lesson learned in our first Sourcewell contract was that members who are interested in using the contract to purchase the aquatic play equipment demand that a COMPLETE package be offered. They have educated us that it makes little sense to purchase the aquatic play equipment directly using the Sourcewell contract only having to publicly bid all of the remaining products and services necessary for the project. Rain Drop is offering a COMPLETE package for all of the equipment / services related to the design, engineering, installation, training, service and maintenance of a children's aquatic play project regardless of size. A Sourcewell member could potentially issue a single PO and receive all things required in an aquatic play project. Our proposed offering goes beyond the core aquatic play toys/structures/slides and equipment and provides a solution for the many other things that are necessary and typically commonly found in an aquatic play project. Examples of the diverse PRODUCTS we are offering can be found in both the SHADE and SURFACING products that are included. Examples of the diverse SERVICES we are offering can be found in the Engineering Stamp Services and Installation services we are offering. A complete breakdown of the many various subcategories and descriptions can be found in Table 14A- Line item 65</p> |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Product MAIN Categories - Inclusive Play- Children's Aquatic Recreation – Sprayground – Splash pads - Zero Depth Entry pools – Waterparks – Spray pad – Installation Services – Training – Maintenance</p> <p>Product Sub-Categories</p> <p>Surface Spray Features – Water play features embedded in the concrete which spray water in many different configurations directly out of the surface. With and without LED LIGHTS</p> <p>Above Ground Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, & heights.</p> <p>Custom Features / Creature Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, & heights. These features are organic and thematic and can be customized for each customer to meet their specific needs.</p> <p>Slides - Water play features which allow the user to slide down in many different configurations, shapes, sizes and heights including Children theme slides, Children double racer slides, Childrens single open speed slide, Childrens tube slide polyethylene , Childrens open flume slide polyethylene , Childrens tube slide slide fiberglass, Childrens open flume slide fiberglass, Teen to adult open flume slides 36" fiberglass , Teen to adult tube Slides 32" fiberglass, Tower slides with multiple tube and open slide configurations</p> <p>Play Structures – Complete line of multilevel structures with slides, dumping buckets and various other interactives including both Stainless Steel & Fiberglass Structures, Pocket Pools Structures, Pool Structures, Splash Pad Structures</p> <p>Water Management – Complete line of Manifolds, Pumps, Sand Filters, etc. including</p> <p>Automation controls and devices – PLC and DMX based controllers, DMX show controllers , Custom Show Programming, Automation Controller, Water Chemistry Controls, Sound Controls</p> <p>Sensors for interactivity including Capacitive, Inductive, Proximity, Through beam, Infrared, Load Cells, Pressure, Temperature, Flow, Vision , Touch buttons, Interactive buttons with lights and vibration</p> <p>VFD (Variable frequency drives)</p> <p>Filtration including Sand Filters, Cartridge Filters, Screen Filters</p> <p>Manifolds / PVC water distribution manifolds and Stainless Steel water distribution manifolds</p> <p>Underground water distribution / Tanks / Fiberglass reservoir tanks-potable water / Precast concrete tanks-potable water / Chemical storage tanks</p> <p>Decorative Fountains – including LED lights, DMX controlled sounds and music, Automated fountain nozzles, Fountain Nozzles, Fountain Controls, Fountain Filtration, DMX controls pumps</p> <p>Service – Onsite Installation Supervision, Onsite Training, Onsite Troubleshooting & Repair - Turnkey Installation Service</p> <p>Engineering Services – Pre-Sale Project Design, Stamped Project Drawings, Custom</p> |

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| | | <p>Product development</p> <p>Automation controls and devices – PLC and DMX based controllers, sensors, VFD (Variable frequency drives)</p> <p>SHADE with the most trusted brand USA SHADE</p> <ul style="list-style-type: none"> · Square Shade and Rectangle structures are the most common workhorse shade structure. · Multi-Sided structures provide the fun circus tent and carnival umbrella feel while providing large shade area affordably · Sail shade structures offered is 3 point, 4 point, and 5 point provide a modern innovative look while providing excellent shade · Cantilever are great for use where posts are not welcome in the play space · Single Post designs have a wide variety shade structures that are simple to complex in shape and post placement · Specialty shades structures that resemble flowers and butterflies · Custom shades are design and built to your taste and need <p>Surfacing with the most awarded and safest surfacing option on the market</p> <p>Life Floor foam-rubber flooring tile safety surfacing over hard rough concrete</p> <p>Decorative theme tiles with many color choices Surfacing tile shapes come in square, triangle, hexagon, inlay, and custom shapes</p> <p>Surfacing tiles come in 3/16", 3/8", and 7/8" thicknesses, and can be layered for additional fall attenuation</p> <p>Surfacing tiles for play structures platforms to add safety and a splash of color</p> <p>Extremely customized and theme slide landing pads</p> <p>Slip resistant and hygienically formulated</p> <p>Does not interfere with mechanical systems or clog drains, filtration systems, or spray nozzles</p> <p>The only play surfacing specifically designed for wet play applications</p> <p>Award winning surfacing that meet or exceed industry standards, and in some cases the only one that does</p> <p>Ultra Tuff Coat Concrete coatings</p> <p>Nonslip coatings to provide a budgetary option for a splash of color and theme</p> |
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|--|--|---|---|
| 66 | Playground equipment, site furnishings, site amenities, and accessories. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Site Furnishings & Site Amenities and accessories via Distribution of USA SHADE and LIFE FLOOR surfacing | * |
| 67 | Water play and aquatic recreational structures and equipment. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Complete product line of ALL products involved in the children's aquatic play industry. | * |
| 68 | Playground surfacing and fall protection, and water play and aquatic recreational surfacing. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Surfacing and Fall protection and water play and aquatic recreation surfacing provided via distribution of LIFE FLOOR surfacing products. | * |
| 69 | Services related to the solutions above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Installation, Training, Maintenance and repair services for all product categories offered in our complete turnkey installation proposal. | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
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| 70 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>As we did with our first Sourcewell contract, we plan to make a public records request for sales information from all of the vendors who sold children's aquatic play products under the Contract number #030117 Indoor & Outdoor Recreation & Playground Equipment. In addition, we will make a similar public records request for all other nationwide competitively bid cooperative purchasing organizations like US Communities / Omnia Partners, HGAC, etc. Using this information, we can gauge our past performance against other vendors in our product category and use it to set future sales goals. A required field in our CRM system for every sales opportunity is "Purchase Method". The options for this field are Public Bid-Sole Source, Public Bid-Basis of Design, Public Bid-"Or Equal", Direct purchase, Direct purchase-Sourcewell. We can view the quantity of these various purchase methods in a series of dashboards within the CRM. We will be able to measure our current / past performance over any period of time. Due to the higher costs and labor demands associated with public bids we encourage and incentivize our sales force to get Direct purchase and/or Direct Purchase-Sourcewell.</p> |
| 71 | Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility? | <p>Rain Drop believes that the principals of Universal Design, ADA compliance & Accessibility are the MINIMUM standards for which every project should meet. ADA compliance is the law and compliance is mandatory. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" we strive to go far beyond Accessibility to create fully INCLUSIVE and INTERACTIVE projects. In our product design process we constantly integrate elements that stimulate ALL of the senses – Visual, Tactile, Audible, Proprioceptive, & Vestibular. A short three minute video emphasizing our commitment to Inclusion can be found here. https://youtu.be/Fq3LPloyaY4</p> <p>Rain Drop has become a "thought leader" on the subject of Inclusive Aquatic Play and has been asked to present at numerous educational forums across the country on this subject. A quick Google search of the "Inclusive Aquatic Play" yields many top results that refer to presentations, videos, articles that reference Rain Drop's mission to make children's aquatic play more inclusive. Additionally many industry articles have been written about the idea of inclusive aquatic play and have featured Rain Drop as leader in this arena.</p> <p>The American Society for Testing and Materials (ASTM) creates standards which are used all over the world to improve product quality, enhance health and safety, and to let customers know they can count on products. One such standard relates to the aquatic surfacing company we plan to distribute under this contract. NSF/ANSI 50 Certification</p> <p>Life Floor is the ONLY surfacing product certified to NSF/ANSI-50 in relation to "interactive water venues". This standard outlines the performance characteristics of a safety surface around "interactive water venues" such as splash pads and other children's aquatic play venues. Surfacing products are tested for: slip resistance, impact cushioning, chemical resistance, UV resistance, cleanability, and impermeability. 37 states currently reference NSF/ANSI 50 and an additional 4 states have counties that reference NSF/ANSI-50. The Model Aquatic Health Code as set out by the CDC has adopted NSF/ANSI 50 standards; ISPSC also references NSF/ANSI-50. The mere presence of a safety surfacing standard provides additional protection for customers as it is always in a facility's best interest to adhere to NSF standards in terms of both operational excellence and risk mitigation. Meeting NSF standards for sanitation, health and safety provide facilities additional protection from potential lawsuits. The NSF/ANSI 50 standard reduces the chance of injuries. However, should an injury occur, operators are able to confirm they were operating under the best and safest practices in the industry. On a product level, using NSF/ANSI 50 certified products takes the guesswork out of finding safe, high-performing products and services for aquatic operators. Independent testing ensures that a product with NSF certification can be trusted to serve public health.</p> |

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| 72 | Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.). | <p>One of Rain Drop's core strengths and key distinguishing factors in this industry is our ability to provide our customers with the most thematic, organic, custom offerings in the industry today. A cursory review of the websites of the major players in the children's aquatic play industry will reveal the significant distinction in the amount of custom thematic products when compared to our competition. A key selling technique for our sales team is to try and find a unique aspect of the particular product location and then create a custom feature specific for the area. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. Not only does this give the customer a uniqueness to the project but also prevents our competitors from being able to "steal" the job. Rain Drop owns and operates state-of-the-art CNC machining centers to transform 3D digital information into the most creative sculptures, tooling, custom pieces, and finished products. By employing the latest technologies, a project or idea that might once have taken months to execute, can now be completed in days or weeks. The time savings gives us an incredible advantage in the marketplace. The concept renderings presented to the customer are the same digital file used to cut their unique and exciting product. Speed, accuracy, and repeatability are of the utmost importance in mold and pattern making, and we can afford ably bring dreams to reality for the imagination of millions. Our 5 axis CNC router combined with our primary manufacturing medium Fiberglass provides us the ability to quickly and cost effectively create new custom features regardless of the particular theme. Rain Drop can even create products that meet the high demands of intellectual property owners. For instance, we recently completed a project for the Cartoon Network hotel featuring a "Power Puff Girls" splash park. Another example can be found in the "Bob the Builder" splash pad we created for Splash Down Beach waterpark.</p> |
| 73 | Identify any certification(s) that your business or the products included in your proposal have attained or received. | <p>Rain Drop Products offering listed in this proposal are certified where applicable with the organization listed in this section. The individual product documentation provide certification information or upon request. The products listed in this proposal have certifications or declarations that conform with but not limited to the following standards organization and laboratories:</p> <p>ASTM F24 Standards: This is world's largest international standards developing organizations. This committee currently has jurisdiction of 24 standards, published in the Annual Book of ASTM Standards, Volume 15.07. These standards play a preeminent role in all aspects important to amusement rides and devices.</p> <p>ASTM F15 STANDARDS: This committee has jurisdiction over 100 standards for consumer products. This ASTM committee has jurisdiction of commercial playground equipment and pool safety.</p> <p>NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health.</p> <p>NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern.</p> <p>LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health & Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws.</p> <p>Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America.</p> <p>Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product</p> |

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| | | <p>conforms with best industry standards in Canada.</p> <p>Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow.</p> <p>Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC</p> <p>Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada.</p> <p>ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection</p> <p>American Water Works Association Standards C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water.</p> <p>Plastics Pipe Institute Report PPI-TR 9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards.</p> <p>NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies.</p> <p>Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.</p> |
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| None | None | None |
| | | |
| | | |
| | | |
| | | |
| | | |

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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 the Canadian 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. - Mark Williams, President / CEO, Rain Drop Products

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 contractual obligations contemplated in the bid.

☒ Yes ☐ No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM | <input checked="" type="checkbox"/> | 2 |

**AMENDMENT #1
TO
CONTRACT #010521-RDP**

THIS AMENDMENT is by and between **Sourcewell** and **Rain Drop Products LLC** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 18, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.
3. Section 18. Insurance, Subsection A. Requirements, Item 4 Umbrella Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 5/24/2021 | 2:57 PM CDT

Rain Drop Products LLC

DocuSigned by:
By: Mark Williams
Mark Williams 20ACAB488449430...

Title: President / CEO

Date: 5/24/2021 | 12:25 PM PDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 5/24/2021 | 3:00 PM CDT