



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

PIGGYBACK CONTRACT

The City of Fort Pierce (“City”) enters this Piggyback Contract with **Rain Drop Products LLC**. (Hereafter referred to as the “Vendor”), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City’s Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term “Piggyback” refers to City purchases made under the allowance in the City’s Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with the **Sourcewell, said** contract being identified as: **Solicitation Number: RFP #101625-RDP Contract** under (said original contract being referred to as the “original government contract”).
3. The original government contract is incorporated here by reference and is attached as Exhibit “A” to this contract. The terms and conditions of **Exhibit “A”** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
 - a) Time Period (“Term”) of agreement: This Piggyback Contract shall expire and and be completed no later than **6/30/2026**.
 - b) Contract Price: Amount **shall not exceed \$138,595.50**, the total cost for the Scope of Work, as set forth in **Exhibit “B”**
 - c) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit “A”**, the Vendor agrees to send notices, invoices and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpiece.com

- d) The City’s Project Manager and associated contact information is listed below:

Name: Marsha Commond
Title: Special Projects Coordinator
Address: 52 Savannah Road, Fort Pierce, FL 34982
Telephone: 772-467-3836
Email: mcommmond@cityoffortpiece.com

5. Notwithstanding any other provision in **any Exhibit** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
6. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Sourcewell and as user or buyer of the VENDOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit A of this Agreement. The Parties' Agreement shall consist of these terms and conditions and Exhibit A (hereinafter referred to as the "Agreement").
7. Notwithstanding any other provision in **any Exhibit** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
8. Notwithstanding any other provision in **any Exhibit** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
9. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF

FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. Nothing contained in any Exhibit or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
11. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.
12. **Exhibit "C"** to this Piggyback Contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).
13. Vendor shall, at all times hereafter, indemnify, defend, and hold harmless the City, its Board, members, officials, officers, directors, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorney's fees, arising out of the negligent or wrongful act or omission of VENDOR, its officers, agents, employees, servants, independent contractors or subcontractors.
14. City shall not be liable for and Vendor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
15. Notwithstanding any terms in any Exhibits to the contrary, City shall not in any respect whatsoever indemnify, defend, or hold harmless the Vendor.
16. Notwithstanding any terms in **Exhibit "B"** to the contrary, all insurance requirements in **Exhibit "A"** shall be followed by the Vendor. Additionally, Vendor shall comply with all insurance

requirements in **Exhibit “D”**.

17. Notwithstanding any terms in **Exhibit “A”** or **Exhibit “B”** to the contrary, Vendor shall at no time place or attempt to have placed a lien on an City property.

18. Survival of Terms: Notwithstanding any other provision in **any Exhibit** to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract shall survive the termination or expiration of this Agreement.

19. Conflicting Terms: If any terms in any documents are found to be conflicting, then the order of preference in controlling terms and conditions shall be: this Piggyback Contract, followed by **Exhibit “A”**, and then followed by **Exhibit “B”**.

Entered this _____ day of _____ 2026.

Rain Drop Products LLC:	CITY OF FORT PIERCE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attested by: _____	Attested by: _____
Name: _____	Name: _____

Approved as to Form and Correctness:

Sara Hedges, City Attorney

Exhibit A – Original Government Contract

Exhibit B – Scope of Work/Proposal

Exhibit C - Affidavit Regarding Use of Coercion for Labor or Services

Exhibit D – Insurance Requirements

EXHIBIT “A”

**SOURCEWELL
AND
RAIN DROP PRODUCTS, LLC**

**MASTER AGREEMENT # 101625**

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

SUPPLIER: Rain Drop Products, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Rain Drop Products, LLC, 2121 Cottage Street, Ashland, OH 44805 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 1 to Participating Entities. In Scope solutions include:
 - a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;
 - b) If offering solutions in Category 1. (a) above, may include complementary site amenities.
 - c) Services and Equipment related to the solutions described in Category 1 a-b above, including design-build services, site assessment, site preparation, installation, maintenance or repair, water management and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
 - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
 - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

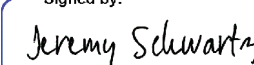
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

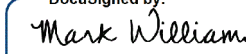
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Rain Drop Products, LLC

Signed by:

 C0FD2A139D06489...

DocuSigned by:

 20ACAB488449430...

By: _____

By: _____

Jeremy Schwartz

Mark Williams

Title: Chief Procurement Officer

Title: President & Chief Executive Officer

Date: 12/16/2025 | 5:20 PM CST

Date: 12/16/2025 | 12:29 PM PST

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

Vendor Details

Company Name: Rain Drop Products
Address: 2121 Cottage St
Ashland, OH 44805
Contact: Jodi Holt
Email: jholt@rain-drop.com
Phone: 419-606-5288
HST#:

Submission Details

Created On: Thursday September 04, 2025 09:52:52
Submitted On: Thursday October 16, 2025 14:29:06
Submitted By: Mark Williams
Email: mwilliams@rain-drop.com
Transaction #: daaf3904-3b04-42cd-a956-e5c797cd2b23
Submitter's IP Address: 147.243.169.148

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rain Drop Products, LLC.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None – if awarded Rain Drop Products, LLC will be the entity that will execute the master agreement.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	XNN6YGF3M1G8
5	Provide your NAICS code applicable to Solutions proposed.	Our core products fall under the general umbrella of the NAICS 339920 – Sporting and Athletic Goods Manufacturing. Our service, training, & restoration options fall under NAICS 238990 – All Other Specialty Trade Contractors
6	Proposer Physical Address:	2121 Cottage Street – Ashland, Ohio 44805
7	Proposer website address (or addresses):	www.rain-drop.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Mark Williams, President & Chief Executive Officer, 2121 Cottage Street, Ashland, Ohio 44805, mwilliams@rain-drop.com, 419-207-1229
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Greg Holt, National Sales Manager & Senior Project Manager, 2121 Cottage Street, Ashland, Ohio 44805, gholt@rain-drop.com, 419-207-1229
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Katie Davis, Purchasing Manager, 2121 Cottage Street, Ashland, Ohio 44805, kdavis@rain-drop.com, 419-207-1229

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Rain Drop Products began more than forty-three years ago with Gary Zuercher, creator of the original Rain Drop Fountain known everywhere as "the Mushroom." That single idea reshaped the way people experience water play and established Rain Drop as the leading U.S. manufacturer of splash pads, spray parks, aquatic play features, slides, and decorative fountains. Thousands of installations now operate successfully in public parks and community spaces across the country and abroad.</p> <p>From the beginning, Rain Drop has been guided by a clear set of values. We believe progress comes through constant innovation, developing new ways for people to interact with water through movement, sound, and sensory engagement. We believe play should welcome everyone, so every system is planned with inclusion and accessibility at its core. We are driven by our manta of "Maximizing the sensory and cognitive experience for children of ALL abilities" We believe partnerships with cities, park systems, and design professionals produce the most successful outcomes. Above all, we believe safety and sustainability are essential, and every design reflects that commitment through careful engineering and efficient water management.</p> <p>Our philosophy is straightforward: create aquatic play environments that do more than entertain. The goal is to encourage interaction, learning through play, and community connection. Each project is an opportunity to transform water play into an experience that supports growth and belonging. Over four decades of consistent performance have earned Rain Drop a reputation for reliability and integrity. Municipal clients trust our team to bring imaginative ideas to life and to stand behind every installation long after opening day. A short video showcasing this philosophy in action can be viewed in the Additional Uploads folder-Question 11- Rain Drop Mission Video, and an online gallery of partner projects is available the Additional Uploads folder-Question 11-Rain Drop High Profile Projects.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Rain Drop Products expects continued growth in Sourcewell related business if awarded this contract. We have held two prior Sourcewell contracts, the first from 2017 to 2020 and the second now active through February 2026. These agreements have established a strong record of performance and steady year-over-year growth in member participation and project volume. See Additional Uploads Folder-Question 12- Historical Revenue. The concept of cooperative purchasing continues to expand across the country as agencies recognize the efficiency and compliance benefits of purchasing through a national competitive bid contract Our Sourcewell related revenue has increased consistently, supported by our focus on education, customer service, and the creative design of our diverse aquatic product line. We project our future Sourcewell Revenue with grow significantly. See Additional Uploads Folder-Question 12- Projected Revenue.</p> <p>If awarded, we will continue to attend Sourcewell training seminars with our partner sales agencies as we have under our previous contracts. These sessions strengthen relationships with Sourcewell leadership, improve communication with member agencies, and help drive the overall success of the program. We also plan to attend the annual H2O Vendor Forum which provides an opportunity to share ideas, learn from other vendors, and remain aligned with the cooperative's goals.</p> <p>We expect Sourcewell to continue its strong presence at national trade shows and industry events where their staff provides expertise to help educate potential members. Their leadership in explaining how purchasing through this contract is a legal, efficient and economical solution that supports the success of all awarded vendors and encourages program growth.</p> <p>In addition, Rain Drop will continue to assist in educating new and existing members through regional outreach, presentations, and project showcases that highlight both the cooperative process and the advantages of our products. We pledge to maintain the staffing, production capacity, and experience necessary to meet growing demand while ensuring consistent service and quality.</p> <p>Our expectation under a new Sourcewell contract is to expand our reach among members, strengthen participation nationwide, and maintain sustainable growth.</p>

<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Rain Drop Products is a privately held company that has operated continuously for more than forty years. Due to the public nature of this RFP process we are unable to share Rain Drop Products financials. As a private entity, we do not release detailed financial statements to the public, but we recognize the importance of giving Sourcewell and its members confidence in our stability and long-term capability.</p> <p>Rain Drop Products has seen unprecedented revenue growth in the last 8 years. In 2025-Q3 we are currently reporting a 90% increase in Trailing Twelve Month Revenue from similar periods since 2017. See Attachments-Financial Strengths and Stability-Question 13-TTM Revenue.</p> <p>Our certified public accountant reviews our financial statements each year and can confirm that Rain Drop Products is financially sound, profitable, and maintains sufficient liquidity to meet all contractual and warranty obligations, including large scale projects and extended service commitments. See Attachments-Financial Strengths and Stability-Question 13-CPA Letter. Our primary financial institution confirms a long-standing relationship, good credit standing, and access to credit facilities that support day-to-day operations as well as major manufacturing and installation projects. See Attachments-Financial Strengths and Stability-Question 13-Huntington Bank Letter. A current certificate of insurance naming Sourcewell as an additional insured See Attachments-Financial Strengths and Stability-Question 13-Certificate of Insurance. demonstrates our commitment to maintaining appropriate levels of general and product liability coverage, protecting Sourcewell and its members from unnecessary risk. Rain Drop also maintains the ability to secure performance and payment bonds for individual projects. We have successfully completed numerous bonded projects exceeding one million dollars in value, See Attachments-Financial Strengths and Stability-Question 13-Performance Bonds. These bonds assure Sourcewell and participating agencies that work is completed as contracted and that all suppliers and subcontractors are paid in full. Our financial management approach reflects the same discipline we apply to every project. We operate without significant long-term debt, reinvest earnings to maintain strong working capital, and monitor cash flow carefully to sustain significant growth. This practice has supported consistent expansion and the ability to scale production to meet increased demand.</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Rain Drop Products has been a leading presence in the children’s aquatic recreation industry for more than forty years. Because this niche segment has no trade organization or independent source that tracks verified market share, there is no formal data that quantifies participation or percentage of the total market. Even so, our record of continuous operation and thousands of completed installations across the United States establishes Rain Drop as one of the principal American manufacturers serving municipal and community aquatic play environments.</p> <p>The aquatic play industry is a small and specialized part of the broader recreation market supported by only a few dedicated manufacturers. Within that group, Rain Drop is recognized as one of the top producers of municipal and community splash pads and remains the largest U.S. owned company devoted exclusively to aquatic play solutions. This position is built on consistent innovation, dependable performance, and the ability to deliver projects of every scale with the same focus on safety, creativity, interactivity, and inclusion.</p> <p>Our installations span every region of the country, from coastal climates to high altitude and desert locations. The project map illustrates the wide distribution of Rain Drop installations throughout the United States and reflects documented projects completed since 2008, See Attachment-Upload Additional Documents-Question 14-US Project Map. Each data point represents a confirmed site where our equipment is in operation, demonstrating national coverage and our ability to adapt to diverse climates, codes, and community goals.</p> <p>Although no verified data source defines exact market share, the depth of our portfolio, nationwide presence, significant revenue growth, and long standing reputation confirm Rain Drop’s position as one of the most established and trusted providers of aquatic play equipment in the United States. Our continued growth, stable leadership, and commitment to innovation give Sourcewell members confidence in a proven partner with a strong and enduring presence in the market.</p>

15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Rain Drop Products has maintained a presence in the Canadian market for many years through partner sales channels and direct collaborations with Canadian installers. Our work there represents an estimated five percent of the overall children's aquatic recreation market. While we have completed many successful projects across Canada, three of the largest manufacturers in this industry are based there and naturally benefit from local production and established distribution networks that favor domestic procurement.</p> <p>As a United States manufacturer headquartered in Ohio, Rain Drop focuses its primary resources on serving municipal and community clients across the country, where our domestic production and logistics provide the greatest value to Sourcewell members. Current trade conditions further shape this strategy. Tariffs on stainless steel and related materials moving between the United States and Canada have increased the cost of cross border manufacturing and delivery. These tariffs apply in both directions and can reach significant levels on certain finished goods, which reduces competitiveness for U.S. producers selling into Canada and increases costs for Canadian suppliers shipping into the United States.</p> <p>Given these market realities, Rain Drop's approach is to concentrate on serving U.S. and Sourcewell members where our pricing, lead times, and service remain most competitive, while continuing to support Canadian partners when opportunities align. This focus ensures that Sourcewell members benefit from stable domestic pricing, reliable product availability, and predictable delivery schedules that are not affected by international tariffs or transport complications.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Rain Drop Products, LLC has never filed for bankruptcy protection in any form. In more than forty years of continuous operation, the company has maintained sound financial management and has never defaulted on any commercial lending instrument or financial obligation. No bankruptcy proceedings are pending or have been completed for Rain Drop Products or any responsible party within the past seven years.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Rain Drop Products is a United States based manufacturer and service provider. With very few exceptions such as pumps, controllers, and filters, all the children's aquatic recreation products, contemplated in this RFP are manufactured in the United States.</p> <p>Our sales and service network combines internal staff with independent regional representatives located throughout the country. Internal employees manage design, sales, and customer support, while independent representatives maintain trusted relationships with municipalities, architects, and park professionals. They are compensated on a commission basis after successful project completion, allowing us to pair national manufacturing strength with local, personal service.</p> <p>For shade, safety surfacing, restoration services included in this RFP, Rain Drop serves as an authorized distributor using the same network to ensure consistent communication and dependable delivery for every Sourcewell member.</p> <p>This structure gives members direct access to knowledgeable local representation supported by Rain Drop's full technical and manufacturing resources.</p>	*

<p>18</p>	<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 United States</p> <p>Rain Drop designs and manufactures all products in accordance with applicable ASTM standards and is an active member of ASTM committees F24 and F15, which guide product safety for aquatic play and amusement devices. Our team participates in several task groups including those on interactive aquatic play, water slides, and drains for aquatic attractions. This involvement ensures that Rain Drop products remain aligned with the most current safety and performance standards in the industry.</p> <p>Our products, materials, and designs comply with or reference the following standards and governing codes:</p> <p>ASTM Standards: F24, F24.70, F2461, F2376, F2291, F15.29, F1487, F2387, F2707, and F1193</p> <p>National and Federal Standards: Consumer Product Safety Commission (CPSC) 15 U.S.C. SS 8001-8008, National Electric Code (NEC) Section 680.26(B), Americans with Disabilities Act Accessibility Guidelines (ADAAG) Section 15.6, International Swimming Pool and Spa Code (ISPSA), and applicable state and local health codes</p> <p>Industry Organizations and Certifications: Association of Pool and Spa Professionals (APSP), American National Standards Institute (ANSI), Underwriters Laboratories (UL), and the International Association of Plumbing and Mechanical Officials (IAPMO)</p> <p>Together, these credentials and standards confirm Rain Drop's full compliance with the engineering, manufacturing, and installation requirements necessary to design and deliver safe, high-quality aquatic play environments. This structure provides Sourcewell members with documented assurance that every product is manufactured, installed, and serviced according to nationally recognized codes and best practices.</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Rain Drop Products, LLC has never been debarred or suspended from bidding, contracting, or performing work for any public or private entity. In more than forty years of continuous operation, there have been no debarments or suspensions involving the company or any responsible party.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>All of the referenced awards can be found in the Upload Additional Documents section –Question 20-Industry Awards.</p> <p>Rain Drop Products has earned recognition through both direct awards and the success of facilities that feature our equipment. Although the aquatic recreation industry has limited formal award programs, many of our projects have been acknowledged by professional and community organizations for quality, design, and public value.</p> <p>Lyndhurst Pool and Spray Park – Parent Choice “Best Splash Pad” Award (2023) The City of Lyndhurst, Ohio, received the Best Splash Pad honor in the 2023 Parent Choice Awards presented by Northeast Ohio Parent Magazine. Rain Drop supplied the interactive play features for this facility.</p> <p>Village of Plymouth, Ohio – “Above and Beyond Award” (2024) Presented to Rain Drop Products by the Village of Plymouth, this recognition honored community service and the company’s contribution to public recreation.</p> <p>Worth-the-While Splash Pads Feature – Southwest Ohio Parent Magazine (2025) Several Rain Drop projects were highlighted among the top “Worth-the-While Splash Pads in Ohio,” including facilities in Delaware, Senecaville, Mansfield, and Broadview Heights.</p> <p>World Waterpark Association – Leading Edge Award (2020) Rain Drop was among the contributors recognized with the Leading Edge Award from the World Waterpark Association for its role in the Soaky Mountain Waterpark project, honoring innovation and creative design in the aquatic attractions industry.</p> <p>TB Hannah Station Splashpad – American Public Works Association “Project of the Year” (2022) The City of Raymore, Missouri was awarded the 2022 Project of the Year Award by the American Public Works Association for the TB Hannah Station Splashpad. Rain Drop supplied the interactive play features for this facility.</p> <p>The City of Broadview Heights Splashpad-Cleveland with Kids “Best Splashpad Around Cleveland” Award (2025) The City of Broadview Heights, Ohio, received the Best Splashpad Around Cleveland Award presented by the publication Cleveland with Kids. Rain Drop supplied the interactive play features for this facility.</p> <p>Rain Drop values this recognition not as an end in itself, but as confirmation of our consistent performance, creative design, and community partnership. Each project listed reflects the collaboration between our design team, municipalities, and community leaders to create safe, inclusive, and lasting aquatic environments.</p>
21	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 specifically cities, towns, municipalities, and the military.
22	What percentage of your sales are to the education sector in the past three years?	Less than 2% of our total sales are to the education sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcewell – Contract #010521-RDP – Children's Commerical Aquatic Play Equipment See attachment-Upload Additional Documents-Question 12 and 23-Historical Revenue.</p> <p>YTD – Reported – Quarters 1 & 2 \$2,988,971 2024 - Reported - \$1,956,663 2023 - Reported - \$1,236,009 2022 - Reported - \$1,621,419</p> <p>NPPGOV – League of Oregon Cities – RFP #2510 – Park, Playground and Recreation Equipment \$0 – Reported Sales over the past three years.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
The Village of Lodi See additional uploads folder-Question 25-References and Testimonials	Tracy L. Haltrich Superintendent of Utilities 301 Bank Street Lodi, Ohio 44254	330.948.2892 tracy.haltrich@villageoflodi.com	*
Moultrie Colquitt Parks and Recreation See additional uploads folder-Question 25-References and Testimonials	Shyanna Corman Aquatics/Programs Director PO Box 1749 Moultrie, GA 31776	229-668-0028 shyanna.corman@mccpra.com	*
City of Gainesville FL-Wild Spaces & Public Places See additional uploads folder-Question 25-References and Testimonials	Peter McNiece Project Manager 306 NE 6th Ave Gainesville, FL 32601	352-393-8544 McNiecePR@GainesvilleFL.gov	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Rain Drop Products maintains a national sales and support organization that manages every stage of the customer experience. The internal team includes a national sales manager, inside sales staff, project designers, 3D animators, engineers, product designers, marketing specialists, and administrative support. Together they guide each project from initial inquiry through design, pricing, and order completion, ensuring clear communication and reliable follow-through.</p> <p>Regional sales directors oversee defined territories across the United States and Canada. Each director is a direct Rain Drop employee operating from an office within their assigned region. They receive a base salary and performance based commission that reflects total revenue within their territory. Their primary responsibility is to foster, maintain, and expand relationships with independent partner sales organizations that serve municipalities, designers, and park professionals at the local level. These independent organizations are compensated on a commission basis after successful project completion.</p> <p>Sales and service functions operate together as one coordinated network. Regional directors and partner representatives communicate daily with the in-house design and engineering teams in Ashland to ensure that Sourcewell members receive accurate designs, timely pricing, and consistent project management. Every Sourcewell member has a designated regional contact supported by the full technical and administrative team at headquarters. This structure combines national manufacturing resources with local accessibility and accountability.</p> <p>Rain Drop’s network includes more than forty full-time employees in sales, design, engineering, and administrative roles, supported by independent partner representatives located throughout North America. Each partner receives regular training on new products, safety standards, and Sourcewell procedures to maintain consistent and informed representation. See Additional Uploads Folder-Question 26-Regional Map.</p> <p>Together, this integrated structure gives Sourcewell members a dependable national network with the capacity, expertise, and communication necessary to sell, deliver, and support projects efficiently anywhere in the United States or Canada.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Rain Drop Products maintains a comprehensive national sales distribution system that ensures contract compliance, price integrity, and consistent quality for all public sector customers.</p> <p>Our network includes Rain Drop sales professionals, authorized dealers, and manufacturer representatives located across the United States and Canada. Each partner is independently owned but formally authorized, trained, and certified by Rain Drop to support all aspects of contract delivery from quoting through installation and warranty service.</p> <p>All Authorized Sellers complete regular compliance and product training and follow established procedures for Sourcewell and other cooperative purchasing agreements. Rain Drop remains the contracting entity of record and is fully responsible for contract performance, reporting, warranty, and customer satisfaction.</p> <p>This structure provides national coverage with local service. Each regional partner offers responsive support backed by factory engineering, design, and project management. Dealers receive standardized pricing tools, design software, and cooperative contract documentation to streamline procurement and maintain transparency.</p> <p>By combining centralized contract management with local delivery, Rain Drop provides a single source solution that meets public procurement standards, simplifies purchasing, and delivers responsive service to agencies of every size. See Additional Uploads Folder-Question 27-Sales Support.</p>	*
28	Service force.	<p>Internal Service - Rain Drop Products provides complete service coverage through our Project Management, Engineering, Manufacturing, and Technical Service departments. Each department is actively involved throughout the entire product lifecycle, from concept and design to installation and long-term maintenance. Our internal Technical Service Team provides direct telephone and on site support. The Service Department manages all aspects of pre-construction analysis, installation assistance, post-operation service, and warranty administration. Typical site services include preconstruction analysis, inspection during construction, pre-pour concrete inspection, installation support, system calibration, staff training, preventive maintenance, and emergency response. Rain Drop service personnel travel anywhere in the United States or Canada to support our clients. There are no geographic limits to our commitment or the duration of our support.</p> <p>External Service Providers - Rain Drop also certifies independent contractors and service providers who are trained to perform installations, equipment startup, seasonal opening and closing, staff training, and factory authorized field repairs.</p> <p>These certified partners are educated in the best practices of installation and maintenance for all Rain Drop systems. Located throughout the United States and Canada, they provide turnkey installation capability and responsive local service.</p> <p>Rain Drop conducts an annual two day technical training and update session for these partners to ensure they remain current with new products, technology, and service standards. This structure allows Rain Drop to manage multiple projects simultaneously while maintaining consistent quality and full accountability. See Additional Uploads Folder-Question 28-Service Support.</p>	*

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Every order placed under the Sourcwell contract follows a clear and accountable path from the first inquiry through final delivery. See Additional Uploads Folder-Question 29-Sales Order Workflow. The process is designed to make purchasing straightforward for current Sourcwell members and to assist prospective members in understanding and joining the program.</p> <p>When a Sourcwell member or a public agency interested in becoming one reaches out, the local or regional Rain Drop representative serves as the first point of contact. That representative helps define the project scope, select the appropriate products, and confirm that specifications meet local codes and site conditions. For agencies that are not yet Sourcwell members, our team provides direct assistance in completing the free membership registration and explains how cooperative purchasing satisfies competitive bidding requirements. This ensures that every eligible public entity can access the advantages of cooperative procurement quickly and confidently.</p> <p>Once membership and eligibility are confirmed, Rain Drop's in-house design and estimating teams in Ashland, Ohio work with the representative and the member to prepare detailed drawings, layouts, and a complete itemized quotation. Each quotation references the Sourcwell contract number, pricing schedule, and warranty provisions so that all terms are fully transparent before an order is placed.</p> <p>When the member issues a purchase order, it is sent directly to Rain Drop's headquarters for review and confirmation. Our contracts administrator verifies that pricing, and freight terms comply with Sourcwell requirements and that all supporting documentation is complete. No order advances to production until this verification is complete, ensuring accuracy, accountability, and full compliance with cooperative contract standards.</p> <p>After the order is approved, it is entered into Rain Drop's production system and assigned a project number. Manufacturing, scheduling, and shipment coordination are managed directly by Rain Drop employees in Ashland. Members and their regional representatives receive regular milestone updates during fabrication and shipping so that progress remains clear and predictable.</p> <p>Products are shipped from Ashland, Ohio or from an authorized logistics partner depending on project size and destination. When installation services are required, Rain Drop coordinates the work through approved local contractors who operate under written agreements with the company. These contractors maintain current business licenses, insurance, and safety certifications as required by local and state regulations. All field work is reviewed and approved by a Rain Drop project manager before final acceptance.</p> <p>Following delivery and installation, the member's regional representative and our customer service team remain the primary contacts for warranty support, replacement parts, and technical assistance. All warranty obligations are managed directly by Rain Drop so that members have a single accountable source for support throughout the life of their products.</p> <p>Rain Drop maintains complete electronic records for every Sourcwell order including quotations, purchase orders, shipping documents, and warranty registrations. These records are available for contract audit purposes and ensure consistent reporting in accordance with Sourcwell policies.</p> <p>This process gives Sourcwell members a reliable, transparent, and well-supported path from inquiry to completion. It also helps prospective members understand and join the cooperative, expanding Sourcwell's reach and strengthening its mission of helping public agencies save time and money through cooperative purchasing.</p>
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<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Rain Drop Products maintains a customer service program centered on responsiveness, accountability, and intelligent information management. See Additional Uploads Folder-Question 30-Customer Service Program. All requests are entered and tracked in Microsoft Dynamics CRM, which records every communication so that any team member can access the complete history of a project or service case at any time.</p> <p>Our documentation is fully electronic and stored through Microsoft Fabric and Microsoft SharePoint. Every document is searchable using optical character recognition and Microsoft Copilot, allowing our staff to locate drawings, correspondence, or specifications instantly with natural language search. All service calls and follow-up discussions are managed within Microsoft Teams, where calls are recorded and archived into Microsoft Fabric. This creates a searchable library of real service interactions that serves as both a training resource and a knowledge base for future technicians.</p> <p>Technical support calls route automatically through available staff using our integrated Microsoft Teams and VOIP system to ensure live response whenever possible. If unanswered, the calls are sent directly to the company CEO for a immediate response. This structure keeps response times short and accountability high. Service inquiries are acknowledged the same day, and most are resolved within twenty-four hours. Urgent operational issues are escalated for same-day response, including evenings and weekends when required.</p> <p>Partner representatives receive regular training on Rain Drop products, troubleshooting procedures, and Sourcewell requirements so they can deliver the same service standard as our internal team. Customer satisfaction is monitored through follow-up calls and reviews, with results analyzed to improve training and responsiveness.</p> <p>Rain Drop's service program uses advanced Microsoft technology and disciplined processes to deliver fast, informed, and accountable support. It ensures that every Sourcewell member receives accurate information, prompt response, and long-term continuity backed by complete project documentation and a fully integrated communication system.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Rain Drop Products has the proven capacity to provide its products and services to Sourcewell members throughout the United States and Canada. See Attached project map in the Upload Additional Documents Section-Question 31-Project Map. With two previous Sourcewell contracts completed successfully, Rain Drop has demonstrated full compliance with cooperative purchasing procedures and consistent delivery to public agencies in every region.</p> <p>All Sourcewell projects are coordinated through our headquarters in Ashland, Ohio, where design, engineering, manufacturing, and logistics are managed by Rain Drop employees. This central control ensures consistent pricing, documentation accuracy, and clear communication from the start of each project through completion. Our location in the center of the country provides efficient shipping access to every U.S. region, allowing us to maintain reliable lead times and predictable freight costs for municipal projects.</p> <p>Rain Drop's national presence is well documented with thousands of installation all over the United States. These installations completed in cities, towns, and municipalities across the United States since 2018. Each point represents a functioning Rain Drop system that was designed, manufactured, and supported by our internal teams. This visual record confirms our established ability to deliver aquatic play environments to the same public sector clients served by Sourcewell participating entities.</p> <p>Regional sales directors and independent partner representatives provide local support across all major markets. Each director is responsible for a defined territory and works closely with municipal staff, landscape architects, and park professionals to guide projects from concept through installation. All partners receive ongoing training on Rain Drop products, safety standards, and Sourcewell contract procedures to ensure consistent service and compliance nationwide.</p> <p>Because all products are manufactured in Ashland, Ohio, Rain Drop retains complete control over production, quality, and scheduling. Our in-house capabilities allow us to scale manufacturing and staffing as needed to meet increasing Sourcewell demand while maintaining compliance with Buy American and state procurement requirements.</p> <p>Rain Drop's combination of centralized management, proven national coverage, and trained local representation ensures that every Sourcewell member, regardless of location, receives dependable access to our products, services, and support. Whether a project involves a small community splash pad or a complex regional attraction, Rain Drop has the systems, experience, and reach to deliver efficiently, consistently, and in full alignment with Sourcewell's cooperative standards.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Rain Drop Products has the ability and full willingness to provide products and services to Sourcewell participating entities throughout Canada. We have successfully completed numerous projects across multiple provinces and maintain strong relationships with Canadian design and construction professionals who are familiar with Rain Drop equipment and installation requirements.</p> <p>Our primary Canadian partner, Acapulco Pools, is one of the largest aquatic contractors in the country, employing more than 150 professionals who manage design, construction, and maintenance of aquatic facilities nationwide. This partnership allows Rain Drop to provide Canadian Sourcewell members with local project management, installation expertise, and after-sale support equal in quality to what we deliver in the United States.</p> <p>All Rain Drop products are designed and manufactured in Ashland, Ohio, and shipped to Canadian project sites through established logistics channels. We are experienced with customs documentation, import procedures, and Canadian code requirements related to plumbing, electrical, and safety standards.</p> <p>Rain Drop's systems, documentation, and partner relationships make it practical and efficient for Canadian Sourcewell members to purchase and receive our products and services. We are fully prepared to meet the same standards of quality, communication, and customer support for participating entities in Canada as we provide to members in the United States.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NONE	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NONE	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NONE	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Rain Drop maintains a coordinated national marketing program designed to increase awareness and participation in the Sourcewell cooperative purchasing contract. The program combines education, outreach, print, and digital communication to keep Sourcewell in front of decision makers and to help agencies understand the simplicity of cooperative purchasing. Each element supports a single message: Sourcewell is the quickest route to imaginative and efficient aquatic play solutions.</p> <p>In House Digital Press - Rain Drop's in house digital press allows frequent updates to our marketing materials. Brochures and catalogs are distributed across the country through Regional Sales Directors, Sales Representative Groups, and Corporate Headquarters. All publications are also available as downloadable PDFs on our website.</p> <p>Imagination Guide - Our flagship publication, the Rain Drop Imagination Guide, presents our products and design capabilities. A dedicated Sourcewell section explains cooperative purchasing, highlights benefits, and directs readers to registration and contact information.</p> <p>Trade Publications - Our advertising campaign, Sourcewell – "The Quickest Route," will appear in leading industry publications that reach park and recreation professionals, landscape architects, and municipal buyers. Each advertisement focuses on the time saving and compliance advantages of the Sourcewell contract.</p> <p>Mail Campaigns - Lead information gathered from trade shows, website inquiries, and industry surveys is organized in our CRM system. Twice each year we will conduct large scale mail campaigns to municipalities in our database. Each mailing promotes Rain Drop's partnership with Sourcewell and continues the "Quickest Route" message.</p> <p>Email Marketing - All outgoing emails include the Sourcewell Awarded Contract logo. Targeted campaigns will continue the "Quickest Route" theme and link directly to cooperative purchasing resources. These email campaigns will be sent out quarterly.</p> <p>Website Integration - The Rain Drop home page features a Sourcewell section that links to the Sourcewell website. The Cooperative Purchasing page, located under the Resources tab, presents a step by step overview of purchasing through Sourcewell via an Adobe Express Glide Show The Glide Show is trackable, allowing follow up with every lead generated through the presentation.</p> <p>Online Advertising - Sourcewell specific web advertisements will be placed on leading industry websites to maintain consistent visibility with our target audience.</p> <p>Press Releases - Press releases on our website and through third party channels will announce new projects and contract achievements completed through Sourcewell.</p> <p>Video and Renderings - All early stage videos and renderings display the Sourcewell Awarded Contract logo at the introduction and conclusion. Each video also will reference the "Quickest Route" campaign to strengthen brand awareness from the start of the design process.</p> <p>Trade Shows and Conferences - Rain Drop participates in major national trade shows and regional events. The Sourcewell contract flag is displayed in every booth. Each booth includes three dimensional holographic fans that project the Sourcewell logo for immediate recognition.</p> <p>Please see Attachments-Marketing-Question 37-Marketing Plan</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Rain Drop leverages a fully integrated digital marketing ecosystem that combines analytics, automation, and intelligent outreach to drive measurable engagement and contract growth. All client presentations, videos, and marketing materials are embedded with unique Google Analytics or Microsoft Dynamics tracking codes to measure views, duration, location, and device type. These insights identify the most engaged prospects and guide timely follow-ups. YouTube and website analytics provide real-time data on viewer retention, interaction, and geographic reach, enabling precise content optimization.</p> <p>Rain Drop operates as a paperless office, storing all proposals, drawings, and marketing assets in Dropbox/Sharepoint with full OCR and keyword search capabilities. Metadata tagging powers our website and internal media library, ensuring accurate image placement, content relevance, and fast retrieval across projects.</p> <p>Using proprietary web-monitoring tools, Rain Drop continuously scans for online signals that indicate new aquatic project planning activity. When potential opportunities are detected, automated campaigns are launched through email, webinars, and personalized outreach. This allows us to engage municipalities and agencies early in their planning process.</p> <p>All campaign activity integrates with Microsoft Dynamics, providing a single source of truth for engagement data, lead scoring, and performance tracking. A/B testing, retargeting, and Power BI dashboards provide real time measures of success across channels, ensuring that every marketing dollar produces actionable results.</p> <p>Our in-house 3D animation team creates project videos used for client presentations, funding campaigns, and public education. Each video includes Sourcewell contract branding and analytics tracking to measure visibility and reach.</p> <p>We review metrics quarterly to refine campaigns, enhance engagement, and strengthen cooperative purchasing awareness. Every initiative is guided by measurable data, predictive insights, and transparent reporting. By integrating advanced analytics, metadata systems, and digital automation, Rain Drop ensures that every marketing effort is targeted, data-driven, and optimized for measurable impact.</p>

39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Rain Drop Products views Sourcewell as a cooperative partner rather than a contract administrator. Our two prior Sourcewell contracts proved that success comes from shared effort in education, communication, and simplification of the purchasing process for public agencies.</p> <p>We see Sourcewell's role as maintaining the visibility and integrity of the cooperative while providing the educational and compliance tools that make purchasing through the contract easy to explain and defend at the local level. The Compliance Information Tool and State Specific Talking Tactics webinars have been invaluable in guiding new agencies through the legal and procedural aspects of cooperative purchasing. We rely on these resources and encourage our representatives to use them with potential members.</p> <p>We value Sourcewell's events such as the H2O Vendor Forum and Sourcewell University sessions. They give our team the training and collaboration that improve how we serve members, and we plan to continue full participation while sharing case studies and project results that can help strengthen Sourcewell's vendor education efforts.</p> <p>Within Rain Drop, we lead with Sourcewell. The Sourcewell contract is fully integrated into our sales process. Every public inquiry in Microsoft Dynamics is tagged with Sourcewell membership status. Member projects are coded to the contract number for pricing and reporting accuracy. When a public agency is not yet a member, our staff provides immediate help with the free enrollment process and shares Sourcewell's documentation to support procurement approval.</p> <p>Regional sales directors and partner organizations present the Sourcewell option at the first contact stage, include contract information in all quotations, and are encouraged through performance goals to use the cooperative whenever eligible.</p> <p>We depend on Sourcewell to continue maintaining current data, training, and outreach tools, and we commit to applying them actively in our communication and education programs. Together we expand the reach of the cooperative, simplify procurement for members, and strengthen Sourcewell's reputation as the most trusted purchasing partner for public agencies.</p>
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Rain Drop Products supports electronic communication and documentation for all purchasing activity, but our products and projects do not lend themselves to a traditional e-commerce or catalog-based ordering system. Our work is centered on engineered aquatic play environments, and each project requires design coordination, hydraulic analysis, and compliance review before an order can be finalized. These steps ensure that the system operates safely, meets local health codes, and matches the client's site conditions and water management goals.</p> <p>Approximately five percent of our revenue comes from replacement part sales. These items can be ordered through a simple electronic process by emailing Rain Drop from the Contact Us page on our website. Once received, the request is confirmed by email and entered into our enterprise system for processing and tracking. For this limited purpose, our electronic workflow functions as a practical e-procurement method that meets the needs of returning customers.</p> <p>The remaining ninety-five percent of our revenue is generated from new projects or custom product configurations. These orders cannot be handled safely or accurately through an automated platform. Each requires detailed engineering review, flow rate calculations, pump sizing, and coordination among multiple disciplines. Attempting to purchase these complex systems through an e-procurement interface would remove the essential technical verification that protects both the customer and the end users.</p> <p>While we fully embrace digital tools for quoting, documentation, and reporting—including Microsoft Dynamics CRM, Microsoft Fabric, and Microsoft SharePoint for document control—we believe that engineered aquatic play systems must continue to be specified, reviewed, and ordered through direct communication with qualified technical staff. This approach ensures safety, compliance, and the custom design outcomes that public agencies expect from Rain Drop Products.</p>

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

Line Item	Question	Response *
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<p>41</p>	<p>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>	<p>Rain Drop Products provides a structured training program that supports every phase of an aquatic play system's life cycle, from pre-design, installation, through long-term operation, maintenance, restoration and if necessary warranty support. Our goal is to give every Sourcewell member the knowledge and confidence to manage their facility safely and efficiently for years after installation.</p> <p>Every project includes detailed operation and maintenance manuals for the overall system and each individual feature. These manuals are developed directly from our engineering models and include full color 3D renderings that make complex instructions easy to follow. Visual guidance replaces lengthy text and helps staff understand installation and service steps quickly and accurately removing language barriers.</p> <p>Rain Drop provides an extensive library of digital training resources available at no cost. These include recorded installation, startup, shutdown, and operation videos as well as web-based training sessions covering maintenance scheduling, troubleshooting, and system operation. Our iSplash controller allows web-based diagnostics and remote support, enabling Rain Drop technicians to guide facility staff in real time through programming or adjustments.</p> <p>Onsite operation and maintenance training is available for a modest fee that covers only travel and per diem costs. These sessions are conducted by Rain Drop's experienced engineering and service technicians who oversee startup, calibration, and system verification. Each training session concludes with written documentation confirming that all equipment has been tested, adjusted, and demonstrated according to design specifications and that staff have been trained in its use.</p> <p>Seasonal shutdown and winterization training are also available. Proper winterization is essential for system longevity and cost control. Our service technicians provide hands-on instruction to maintenance staff on how to safely secure each feature, evacuate lines, and prepare systems for seasonal closure. Documentation of this training is provided for the facility's maintenance records. Our technicians use Go-Pro type cameras during these trainings so that we can edit and upload the site specific training video files and give to the user for future training / re-training of new personnel.</p> <p>Rain Drop also operates a dedicated internal Sourcewell training program for our regional sales directors, inside sales staff, and partner representatives. These sessions are conducted through Microsoft Teams and ensure that everyone representing Rain Drop understands contract procedures, pricing, and compliance requirements.</p> <p>All training materials, certifications, and documentation are managed in Microsoft Dynamics and stored in Microsoft SharePoint so that records remain available throughout the life of the system.</p> <p>Rain Drop's training programs are comprehensive, documented, and accessible. They provide Sourcewell members with clear instruction, direct access to experts, and lifetime learning support that align with the cooperative's commitment to long-term member value and safe public operation.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Rain Drop Products continues to invest in technology that improves product quality, customization, and long-term value for Sourcewell members. While our equipment may appear simple on the surface, every feature we manufacture benefits from material science, precision design, and control systems that extend the life of each installation and enhance safety for the public</p> <p>One major advancement is Rain Drop's partnership with PPG, a Fortune 500 leader in coatings technology. Together we have introduced a high-performance coating system that offers up to three and a half times the protection of standard industry finishes. This system increases resistance to ultraviolet exposure, peeling, delamination, and color loss. It also allows Rain Drop to offer coating warranties up to seven years, covering more than ninety percent of the products we sell. For municipal agencies, this directly translates to longer life cycles, reduced maintenance, and lower total cost of ownership.</p> <p>Rain Drop has also invested in a five-axis CNC router that allows us to create molds and components with exceptional precision. This technology enables true customization without long delays or excessive cost. When a city or park district requests a themed or site-specific feature, our design team converts that vision into a three-dimensional digital model that the router uses to cut and shape molds automatically. The result is faster production, consistent quality, and the ability to deliver one-of-a-kind aquatic play elements that still meet standardized safety and performance criteria. At the controller level, Rain Drop uses DMX and IoT-based control technology to integrate lighting, sound, and motion into interactive water play. The same protocol used in professional entertainment systems allows real-time adjustments to lighting, effects, and sequencing. These systems also support remote access for maintenance and monitoring, providing usage data, fault notifications, and alerts that help operators address issues before they become service interruptions. For example, a connected system can automatically power down during a local lightning event and restart safely once conditions clear.</p> <p>Each of these technologies is selected and developed for a single purpose: to improve reliability, safety, and operational value for the public agencies that purchase through Sourcewell. All research, design, and manufacturing are completed in Ashland, Ohio, where our engineers, fabricators, and technicians work together to apply these innovations directly to the products used by Sourcewell members.</p>

<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Sustainability is one of Rain Drop's core design principles. Every project decision, from product materials to hydraulic controls, is made with the environment in mind. Our goal is to create imaginative and durable aquatic play spaces that minimize both environmental and economic impact on future generations. Rain Drop helps clients design splash pads that can contribute toward Leadership in Energy and Environmental Design (LEED) certification through the U.S. Green Building Council. A well-planned aquatic play area can qualify for LEED credits in several categories: Sustainable Sites – Designs that reduce surface heat, use durable and low-impact materials, and support natural drainage. Water Efficiency – Use of high-efficiency nozzles and interactive on-demand controls to minimize water use. Options for reusing filtered water include percolation, irrigation, or aquifer replenishment. Energy and Atmosphere – Variable Frequency Drives reduce energy draw by adjusting motor speed to match system demand, improving performance while lowering electrical consumption. Materials and Resources – Rain Drop's fiberglass composite components offer a long service life and lower embodied energy compared to steel. These materials resist corrosion and chemical wear, reducing replacement frequency and long-term waste.</p> <p>Rain Drop's iSplash controller allows children to control individual play features, activating water only when a feature is in use. This system replaces the industry standard fixed programmed sequences and reduces water and energy consumption while increasing interactivity. It is now standard on every Rain Drop project.</p> <p>Our design team educates clients on all available sustainable options early in the planning process. This collaborative approach ensures that the final design supports both environmental responsibility and operational efficiency. Rain Drop continues to advance environmentally responsible play design by combining creative engineering, durable materials, and efficient systems. Every splash pad we design reflects our commitment to sustainability, innovation, and the well-being of the communities we serve.</p> <p>Rain Drop Products designs, manufactures, and supports aquatic play environments with a focus on environmental responsibility and long-term resource efficiency. Our approach centers on reducing water and energy use, extending product life, and minimizing waste throughout the manufacturing process.</p> <p>The most direct way we promote sustainability is through water management. Every Rain Drop system is engineered to balance interactive fun with efficient use of water and energy. Our controls and sequencing systems limit flow to only the features in use, reducing consumption without affecting performance. Most installations use recirculation systems that treat and reuse water on site, greatly reducing the volume of fresh water drawn from municipal supplies. For flow-through systems, we design components to allow water to be repurposed for irrigation or ground recharge whenever possible.</p> <p>Rain Drop's partnership with PPG has introduced an advanced coating technology that reduces volatile organic compound emissions and extends product lifespan far beyond standard powder coatings. The process provides up to seven years of surface protection, decreasing repainting cycles and the environmental impact of refinishing. All coatings meet current EPA and OSHA guidelines and are manufactured under PPG's ISO 14001 environmental management certification.</p> <p>Our manufacturing facility in Ashland, Ohio follows a continuous improvement program aimed at reducing waste and energy consumption. We recycle all aluminum, stainless steel, and HDPE scrap generated during production, and our digital fabrication processes minimize raw material offcuts. The five-axis CNC router allows us to nest parts efficiently, reducing wasted material by more than twenty percent compared to traditional fabrication methods.</p> <p>All Rain Drop powder coatings and composite materials comply with RoHS standards for restricted substances, and our lighting systems use low-voltage, energy-efficient LED technology. Our controllers are designed to optimize pump operation and reduce idle power draw.</p> <p>While there is no single certifying body specific to the aquatic play industry, Rain Drop aligns its processes with recognized environmental standards, including:</p> <ul style="list-style-type: none"> • PPG ISO 14001 Environmental Management Certification • EPA and OSHA compliance for coating and emissions control • RoHS compliance for electrical and coated components <p>Our goal is to deliver solutions that are safe, durable, and responsible. By combining efficient water management, low-emission materials, precision fabrication, and long-lasting finishes, Rain Drop provides Sourcewell members with aquatic play systems that conserve resources, reduce maintenance, and operate responsibly within their communities.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NONE</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Rain Drop Products offers Sourcewell participating entities a uniquely comprehensive and interactive approach to aquatic play. At the core of our product development philosophy is the integration of action/reaction and cause/effect functionality, allowing us to create some of the most dynamic and engaging aquatic play features in the industry. This level of interactivity not only enhances the user experience but also supports inclusive, sensory-rich environments that appeal to children of all ages and abilities.</p> <p>What further sets Rain Drop apart is our ability to deliver a complete turnkey solution. We combine every major category of children's aquatic play from interactive features and spray components to shade structures and safety surfacing with essential project services such as engineering, installation, and training. This integrated approach enables Sourcewell members to streamline procurement by issuing a single purchase order that covers the full scope of their aquatic play project.</p> <p>By functioning as a true one-stop shop, Rain Drop provides Sourcewell participants with:</p> <ul style="list-style-type: none"> Simplified project management Consistent quality and accountability Faster timelines Significant cost savings through bundled solutions <p>Our unmatched combination of industry-leading interactivity, vertically integrated services, and procurement efficiency gives Sourcewell members access to the most innovative and flexible aquatic play solutions available today.</p>
46	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>Rain Drop Products offers a comprehensive warranty that covers all products, including those we manufacture and those we distribute. Our warranty also includes all parts and labor necessary for repair or replacement during the warranty period. We stand behind every product category with consistent warranty terms, regardless of the original manufacturer. For distributed products, we adopt the same warranty language, including the duration, terms, and conditions, and handle all warranty claims directly, so Sourcewell members never need to work with third-party manufacturers. Our warranty coverage includes technician travel time and mileage for service calls related to warranty repair. We do not pass these costs on to the customer, ensuring a seamless and cost-free warranty experience. Importantly, there are no geographic limitations within the United States or Canada where we cannot provide certified warranty service. We have an established service network and will deploy certified technicians wherever they are needed. As an example of our commitment, when a customer in Managua, Nicaragua urgently needed a replacement part under warranty, and no courier could deliver it in time, we flew an employee directly from our Ashland, Ohio office to personally deliver the part — ensuring the customer's project opened on time. This level of service reflects our dedication to full warranty support, rapid response, and nationwide (and even international) coverage for all Sourcewell participating entities.</p>
47	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p>	<p>Rain Drop Products is fully committed to ensuring our products and services meet or exceed all relevant accessibility requirements in both the United States and Canada, including the Americans with Disabilities Act (ADA) and the Accessible Canada Act (ACA). While legal compliance is mandatory, our approach goes far beyond meeting basic standards. We are guided by a core belief that ADA and ACA compliance represent the minimum threshold, not the ultimate goal. Our company is grounded in the principles of Universal Design creating environments and experiences that are usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Our design process is rooted in a commitment to inclusion and guided by our internal mantra: "Maximizing the sensory and cognitive experience for children of ALL abilities." To achieve this, our products are intentionally developed to engage a wide range of sensory systems, including visual, tactile, auditory, proprioceptive, and vestibular input. This ensures that children and users of all abilities, including those with physical, cognitive, and sensory disabilities can participate fully and meaningfully in aquatic play environments.</p> <p>Rain Drop has become a recognized leader in the space of Inclusive Aquatic Play. We are regularly invited to present at educational conferences and professional forums across North America. Our work has been featured in industry articles, research publications, and multimedia presentations that highlight our mission to advance inclusivity in public play and aquatic environments. A quick search for "Inclusive Aquatic Play" will show multiple references to Rain Drop's leadership and advocacy in this area. Accessibility and inclusion are also considered throughout the manufacturing, installation, and support phases of every project. Our teams work closely with clients, designers, and contractors to ensure that inclusive principles are integrated from initial design all the way through post-installation support. Detailed documentation, training, and on-site consultation help ensure that the final environment is not only compliant but truly welcoming and inclusive to all.</p>

<p>48</p>	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>Rain Drop Products designs and manufactures all equipment in accordance with nationally and internationally recognized standards for safety, quality, and performance. Every system and component is built, tested, and documented to meet or exceed the requirements established by the leading certification and regulatory organizations that oversee public aquatic play equipment.</p> <p>Rain Drop is an active member of ASTM International, participating in the F24 Committee on Amusement Rides and Devices, and specifically in Subcommittee F24.70 on Water-Related Amusement Rides and Devices. Rain Drop team members also chair subcommittees within F24.70, contributing technical expertise and field experience that directly influence the standards governing interactive aquatic play. This leadership ensures that Rain Drop not only complies with ASTM standards but helps define and improve them for the entire industry.</p> <p>All Rain Drop products are designed and verified in accordance with ASTM F2461, the Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment, as well as related standards such as ASTM F2376 for Waterslide Systems and ASTM F2291 for Ride Design. These standards establish the safety, performance, and design requirements that guide public aquatic play environments.</p> <p>Rain Drop equipment also conforms to the Consumer Product Safety Commission (CPSC) guidelines and the Americans with Disabilities Act Accessibility Guidelines (ADAAG) to ensure inclusive and barrier-free access for all users.</p> <p>All electrical components and control systems meet UL (Underwriters Laboratories) and CSA (Canadian Standards Association) standards. Plumbing and water-quality components comply with NSF/ANSI standards for potable systems, and chemical control systems meet the requirements of the International Swimming Pool and Spa Code (ISPSA) and Association of Pool and Spa Professionals (APSP).</p> <p>Rain Drop's coatings and finishing systems meet EPA and OSHA regulations for environmental and workplace safety. Through our partnership with PPG, all coating materials align with ISO 14001 Environmental Management standards. Lighting and control components use low-voltage, RoHS-compliant LED technology to minimize energy consumption and environmental impact.</p> <p>Each project includes a certificate of conformance verifying that all components meet applicable standards and that installation has been completed in accordance with approved specifications. Certification records are stored in Microsoft SharePoint and remain accessible to Sourcewell members and inspectors for the life of the system.</p> <p>By maintaining active leadership within ASTM International and adhering to the highest recognized safety and environmental standards, Rain Drop Products demonstrates its commitment to integrity, compliance, and public safety for every Sourcewell member project.</p>
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<p>49</p>	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>Rain Drop Products offers a fully integrated, in-house manufacturing process that allows us to deliver highly customized, durable, and visually engaging water play features with exceptional quality and lead times. Every step of our production is managed by trained professionals using advanced equipment, ensuring consistent results and long-term performance in even the harshest climates.</p> <p>A key differentiator in Rain Drop's manufacturing strategy is our Hybrid Manufacturing Medium approach. Within the children's aquatic play industry, manufacturers generally fall into one of two categories: those who primarily use stainless steel, and those who primarily use fiberglass. While both materials offer unique strengths and limitations, Rain Drop has adopted a hybrid model that allows us to choose the most effective medium based on the specific product.</p> <p>For products with organic or themed shapes, fiberglass is the preferred solution due to its sculptural flexibility and visual impact.</p> <p>For products featuring artfully bent piping or structural elements, stainless steel is the more economical and practical option.</p> <p>This hybrid approach gives Rain Drop greater flexibility to cost-effectively manufacture a broader variety of products than many competitors, providing Sourcewell members with more options to fit the unique needs of each aquatic play project.</p> <p>Additional manufacturing and material differentiators include:</p> <p>Custom Fiberglass Fabrication – Our in-house fiberglass department allows us to create highly detailed and themed designs tailored to specific site goals, with optional stainless steel upgrades for added durability.</p> <p>Advanced CNC and Vacuum Forming Equipment – Precision equipment allows for streamlined production and reduced lead times, operated by a team of extensively trained professionals.</p> <p>In-House Paint and Artistry – Our dedicated paint department and skilled artists work together to produce vibrant, customized finishes using detailed airbrushing techniques that bring each feature to life.</p> <p>Integrated Controls Team – All control systems are built and programmed in-house by a specialized team, allowing for seamless installation, simplified troubleshooting, and long-term support. In most cases, technical issues can be resolved with a simple phone call. If not, our qualified technicians are available for on-site service when needed.</p> <p>Through this vertically integrated, hybrid manufacturing approach and our commitment to quality craftsmanship, Rain Drop Products delivers unmatched flexibility, durability, and design potential for aquatic play environments of every size and scope.</p>
<p>50</p>	<p>Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.</p>	<p>Rain Drop believes that the principles of universal design, ADA compliance, and accessibility represent the minimum standards that every project should meet. Compliance with ADA regulations is mandatory, but our philosophy extends well beyond compliance. We are guided by the belief that every child, regardless of ability, deserves an equal opportunity to engage, explore, and enjoy aquatic play. Our design process centers on maximizing the sensory and cognitive experience for children of all abilities. We integrate visual, tactile, auditory, proprioceptive, and vestibular elements into our products to create truly inclusive, multi-sensory environments. By doing so, we move past accessibility toward full inclusion making spaces that invite participation, interaction, and shared play for everyone. A short video highlighting our commitment to inclusive aquatic play can be viewed in the Upload Additional Documents Folder-Question 50- 51-Custom Creation</p> <p>Rain Drop has become recognized as a thought leader in inclusive aquatic play and has been invited to present at educational forums and industry conferences across the country. Our dedication to inclusive design has helped shape industry standards and continues to influence how communities think about safety, well-being, and accessibility in aquatic environments.</p> <p>Our products adhere to the following standards:</p> <p>ASTM F2461: international standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment</p> <p>ASTM F2376: international standard practice for classification, design, manufacturing, construction and operation of water slide systems</p> <p>ASTM F1487: international standard for consumer safety performance specification for playground equipment for public use.</p> <p>Finally, with Rain Drop's partnership with Aqua Tile, yet another level of safety is added to our projects. Aqua Tile's premium cushioning tiles provide safe, slip-resistant surfaces for water parks, splash pads and pool decks. Aqua Tile's products not only meet, but exceed current ASTM standards.</p>

<p>51</p>	<p>Describe how your offering addresses the customer's desire to customize the offering.</p>	<p>Rain Drop Products is recognized across the industry for its ability to deliver fully customized, thematic aquatic play features that reflect each customer's vision, community identity, or brand. Our process for custom product creation is outlined in a short video. See attachment in the Upload Additional Documents Folder-Question 50-51-Custom Creations.</p> <p>Customization is one of Rain Drop's defining strengths and a key factor that distinguishes us from competitors. A cursory review of leading aquatic play manufacturers clearly shows the level of originality and thematic design present in Rain Drop's portfolio. Our design team works closely with each customer to identify unique aspects of the project location—such as local mascots, community branding, or regional themes—and develops custom features that bring those ideas to life. These distinctive elements give every project a sense of place and ensure it cannot be replicated by competitors.</p> <p>Rain Drop operates state-of-the-art CNC machining centers that allow us to transform 3D design data into detailed sculptures, tooling, and finished products with exceptional precision. Our advanced 5-axis CNC router and fiberglass manufacturing capabilities enable us to efficiently produce custom features that meet the highest standards of creativity, accuracy, and durability. Projects that once took months can now be completed in a fraction of the time, giving our customers faster turnaround and greater value.</p> <p>Our digital workflow ensures that the same renderings presented to the customer are used directly to fabricate the final product, providing consistency and confidence from concept through installation. This process has allowed us to create custom branded environments for clients such as the Cartoon Network Hotel, featuring a Powerpuff Girls splash park, and SplashDown Beach Water Park, which includes a Bob the Builder splash area. See Additional Uploads-Question 50-51-Custom Capabilities.</p> <p>Every custom project begins with imagination and collaboration. Rain Drop's design and engineering teams have the tools, technology, and experience to transform those ideas into safe, durable, and visually stunning aquatic play environments.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Rain Drop Products is not currently certified as a Women-Owned, Minority-Owned, Disabled, or Veteran-Owned Business Enterprise. While we do not hold formal WMBE, SBE, or HUB certifications at this time, we actively support diversity and inclusion within our supply chain and project delivery teams.</p> <p>We routinely collaborate with local subcontractors, installers, and service partners that represent small, minority, and women-owned businesses in the communities where our projects are built. This approach ensures that cooperative purchases through Sourcwell also contribute to local economic growth and participation from a broad range of business types.</p> <p>Rain Drop maintains an open policy toward partnership with certified firms and welcomes opportunities to expand our network of qualified WMBE, SBE, and VBE partners for future cooperative contracts. Documentation of such partnerships will be provided as they are formalized. Our commitment is to operate as a responsible, inclusive small business that fosters innovation and opportunity throughout every project, even without formal designation.</p> <p>See attachments in the WMBE-MBE-SBE or related certificates folder- TABLE 5B-RAINDROP BUSINESS CERTIFICATE and TABLE 5B-SMALL BUSINESS ASSOCIATION 2025</p>
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Rain Drop Products is a registered small business under the size standards established by the U.S. Small Business Administration (SBA). Our company maintains an active registration in the System for Award Management (SAM.gov), where our small business status is automatically verified based on our NAICS classification.</p> <p>We meet the SBA definition of a small business for our primary NAICS code and are independently owned and operated. In addition, we welcome opportunities that promote small business participation in cooperative purchasing programs and comply fully with Sourcwell and member procurement requirements.</p> <p>See attachments in the WMBE-MBE-SBE or related certificates folder- TABLE 5B-RAINDROP BUSINESS CERTIFICATE and TABLE 5B-SMALL BUSINESS ASSOCIATION 2025</p>
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	see response to Question #52

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	<p>Rain Drop Products accepts multiple convenient forms of payment, including credit card, check, ACH (Automated Clearing House), and wire transfer. Our standard terms are 35% deposit at the time of order and 65% balance due prior to shipment, however, to better support Sourcewell and its participating members, we will offer Net 30 payment terms for cooperative contract purchases. This structure aligns with standard public procurement practices and helps members manage cash flow efficiently.</p> <p>Additionally, Rain Drop Products can accommodate alternative payment arrangements for qualified Sourcewell members upon request, ensuring flexibility and responsiveness to member needs.</p>
62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Rain Drop recognizes that public agencies need to spread the cost of capital equipment over several budget cycles. To meet that need, we have formed a partnership with NCL Government Capital, a Sourcewell awarded vendor under contract number 011620 NCL. NCL specializes in municipal financing and offers a full suite of options tailored to educational and governmental purchasers.</p> <p>Through this arrangement, Sourcewell members can finance any of our products for transactions starting at five thousand dollars. Lease terms are flexible and range from one year to ten years, and there are no penalties for early payoff. Traditional capital leases are available, as well as tax-exempt municipal leases that allow qualified agencies to preserve cash while taking title to the equipment at the end of the lease. For members that prefer a simplified approach, NCL offers a purchase order program that allows the agency to issue a standard purchase order and pay over time without entering into a formal lease document.</p> <p>Because NCL Government Capital is experienced in working with public sector budgets and procurement requirements, the process is straightforward. Rates and payment schedules are customized based on the scope of the project and the member's credit profile. Members may contact NCL directly or work through our sales team, who will connect them with an NCL representative. We are committed to making financing available for any member that wishes to use it, and we will assist throughout the process to ensure timely funding and compliance with all Sourcewell purchasing guidelines.</p>

63	<p>Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.</p>	<p>In connection with an awarded agreement, we will continue to utilize our established standard transaction documents to ensure a clear, consistent, and streamlined process for Participating Entities. These documents cover the full lifecycle of a transaction from proposal to delivery and post-sale:</p> <p>Proposal Form- Used to outline the scope, pricing, and configuration options of the products or services being offered. This serves as the initial communication of intent between our organization and the Participating Entity.</p> <p>Sales Order Form- Captures the finalized purchase details including quantities, pricing, selected options, and billing/shipping information. This form serves as the official acceptance of the proposed goods or services.</p> <p>Electricity Information Form-Relevant for products or equipment that require electrical specifications. This ensures proper planning for installation and compliance with local codes.</p> <p>End User Form- Gathers detailed information about the end user, including contact information and site details. This helps us tailor services and manage support more effectively.</p> <p>Expected Ship Date Form-Communicates estimated delivery timelines and allows both parties to align expectations and plan accordingly.</p> <p>Color Selection Form-Where applicable, allows Participating Entities to choose color or aesthetic options for configurable products.</p> <p>Invoice Form-Provides a breakdown of charges post-sale, including taxes, shipping, and any applicable discounts under the Sourcewell agreement.</p> <p>Terms and Conditions: All transactions will be governed by our standard Terms and Conditions, which define payment terms, delivery expectations, warranties, limitations of liability, and other standard legal provisions.</p> <p>Service Level Agreements (SLAs): If applicable, we can provide a Service Level Agreement that outlines response times, maintenance schedules, and performance metrics for ongoing services or support. All sample template documents mentioned above will be uploaded with this proposal in the upload section of Standard Transaction Document Samples.</p>
64	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>We accept purchasing cards issued by all major providers and are fully set up to process them. For non-contract customers our standard terms call for a four percent service fee on P-card transactions to cover merchant processing costs. However, to encourage use of the cooperative contract and simplify procurement for Sourcewell members, we waive that fee entirely. Participating entities may use a P-card for any purchase under this agreement with no additional charge.</p>
65	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Our pricing model is simple and transparent. Each item in our catalogue is listed at its published MSRP and then discounted by ten percent for Sourcewell members. We do not group items into broad product categories or bundles; every component is priced individually, allowing participating entities to see exactly what they are paying for each feature, structure, surfacing element, water-management component or service. The same ten-percent discount applies across all product lines, from surface spray features and custom play elements to slides, multi-level structures, surfacing systems and water-management equipment. If a member's order involves multiple large projects or a single high-value project, additional project based discounts can be considered.</p> <p>A comprehensive price book is included in the document upload section of our response. It provides a SKU, standard list price and Sourcewell discounted price for every item offered under this contract. All pricing is delivered complete and ready for installation; freight and delivery charges are quoted separately based on destination, and there are no hidden fees or surcharges. By providing itemized pricing with a clear and consistent discount and a detailed price list for every SKU, we ensure that Sourcewell members can easily verify the value offered through this contract and compare pricing across products and vendors.</p>

66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The pricing submitted equals a 10% discount off our standard MSRP pricing. Rain Drop Products maintains a consistent national pricing structure based on published manufacturer's suggested retail pricing (MSRP) submitted with this RFP and amended by following the SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM as necessary to include any post RFP price increases approved by Sourcewell during the term of the contract. MSRP represents the standard retail value of each component and system configuration prior to any cooperative or project-based discount. All Sourcewell quotations are generated directly from the current MSRP database within our enterprise resource planning system to ensure pricing accuracy, traceability, and compliance. The ten percent Sourcewell discount is applied uniformly at the quotation stage, and all documents clearly display both the MSRP and the discounted price for full transparency during audit or member review.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>The pricing provided to Sourcewell represents Rain Drop Products' best cooperative pricing offered to any public agency, group purchasing organization, or state procurement department. The contract pricing structure already reflects a built-in volume consideration based on the collective purchasing power of Sourcewell members and the expectation of multiple average-sized orders placed across the membership.</p> <p>If a single Sourcewell member, or a group of members acting through a joint procurement using Sourcewell, commits to multiple orders or a single large purchase, Rain Drop can offer additional project based discounts. These additional discounts are evaluated individually and are dependent on the total order value, feature selection, and production schedule. All such pricing adjustments are applied transparently and documented within the quotation so that Sourcewell and the member agency can verify compliance with contract terms. The discount will always be at least 10% but can be increased based upon the individual opportunity.</p> <p>Rain Drop does not operate a rebate program. Instead, we ensure that every Sourcewell member receives the same competitive pricing up front, supported by the possibility of further savings when order volume or consolidated procurement activity warrants it. This approach aligns with Sourcewell's cooperative model and provides clear, auditable value to all participating members.</p>	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Rain Drop Products anticipates that nearly all products and services required by Sourcewell members are already included within the scope of this contract. However, in the rare instance that a member requests a product or service outside the defined offering, Rain Drop will handle it in full compliance with Sourcewell's open-market procedures.</p> <p>For any non-contracted item, Rain Drop will submit the required SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM for formal inclusion under the contract. This ensures that all future purchases of that item are handled transparently within the established cooperative framework.</p> <p>This process allows Rain Drop to accommodate unique member requests while maintaining the clarity, fairness, and audit compliance expected of a Sourcewell-awarded contract</p>	*

69	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>No additional costs are anticipated for the purchaser beyond those included in the pricing provided with this submittal. Rain Drop Products offers a complete turnkey solution that includes all services required to design, manufacture, deliver, and commission each project. Our pricing covers early-stage design consultation, stamped engineering drawings, manufacturing, freight coordination, installation services, system start-up, operational training, and warranty support. This proposal goes further to providing restoration services for older projects.</p> <p>Rain Drop's pricing model is structured to give Sourcewell members a single point of responsibility and a clear understanding of total project cost. Any optional services outside the standard scope, such as specialty site preparation or third-party contractor work requested by the member, would be quoted in advance for review and approval. No such charges are imposed without the member's prior consent.</p> <p>All services are performed either by Rain Drop employees or by qualified subcontractors under direct Rain Drop supervision. No independent parties impose additional fees or mandatory service costs beyond those identified in the contract pricing.</p> <p>This structure ensures that every Sourcewell member receives complete, transparent pricing with no hidden or unexpected charges at any stage of the project.</p>	*
70	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>All Rain Drop Products are individually wrapped in protective foam, securely packaged in custom wooden crates, and prepared for shipment at our manufacturing facility in Ashland, Ohio. Freight and delivery charges are additional, as they vary by shipment size, product selection, and destination. Each Sourcewell proposal includes a specific freight quotation once the products and shipping location are confirmed.</p> <p>Rain Drop determines the most efficient and cost-effective shipping method for every order. Depending on the shipment size, we use less-than-truckload common carriers such as FedEx Freight, UPS Freight, YRC, ABF, Old Dominion, Pit Ohio, Ward, and Saia, as well as private trucking companies that specialize in large or high-value shipments. We maintain relationships with three logistics management companies and a network of additional regional carriers. All freight options are compared in terms of price, transit time, and handling quality to ensure the best value for the Sourcewell member.</p> <p>Rain Drop provides full freight transparency. Members are charged only the actual freight cost quoted by the carrier, with no markup or administrative surcharge. Packing and crating fees that are normally included on non-contract orders are waived for all Sourcewell members.</p> <p>Our shipping department coordinates directly with the member and carrier to schedule delivery and monitors each shipment through final receipt. Delivery updates are communicated to the member throughout transit until the products arrive safely on site. This approach provides Sourcewell members with reliable, cost-controlled freight service, careful handling, and clear communication from the time of shipment through final delivery.</p>	*

71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Rain Drop Products has extensive experience shipping equipment throughout the world, including to Canada, Hawaii, Alaska, Puerto Rico, Central and South America, Europe, Asia, and Australia. All shipments follow the same transparent freight process used for deliveries within the continental United States.</p> <p>For Canadian shipments, Rain Drop typically uses the same network of third-party logistics providers and carriers listed in our domestic program. We coordinate directly with the member or their preferred customs broker to ensure smooth border clearance. Rain Drop can clear shipments through our own customs broker when requested or provide all required export and import documentation to support the member's broker. Canadian members are charged only the actual freight and brokerage costs, with no additional handling or packaging fees.</p> <p>Shipments to Hawaii, Alaska, and other offshore locations are managed through our established relationships with international freight forwarders and logistics companies. These carriers are selected for their reliability, experience with specialized freight, and ability to manage door-to-port or door-to-door service as needed. Freight options are compared to secure the best available rate and transit time, and all costs are passed through to the member at actual carrier pricing.</p> <p>As with all Sourcewell deliveries, Rain Drop waives crating, packaging, and handling charges for these destinations. Our shipping department coordinates each shipment from departure to delivery and provides members with regular updates on transit status.</p> <p>This process ensures that Sourcewell members in Alaska, Hawaii, Canada, or other offshore locations receive the same level of service, communication, and cost transparency as members within the continental United States.</p>
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Rain Drop Products coordinates each shipment to match the construction schedule and site readiness of the Sourcewell member's project. Our delivery process is structured to reduce site congestion, protect materials, and ensure that each component arrives when it is needed for installation.</p> <p>Most projects are delivered in three distinct phases. The first shipment includes all below-grade components that must be installed before the concrete is poured, such as in-ground fittings and foundation assemblies. The second shipment includes the mechanical system, including pumps, manifolds, and chemical feed equipment. The final shipment, scheduled for near project completion, includes the above-ground play features and any specialty components that can be installed once the site is secure, and surfaces are finished.</p> <p>This phased approach allows the contractor or owner to receive only what is required for the current stage of construction, reducing the need for on-site storage, and minimizing the risk of damage or misplaced equipment. Each shipment is coordinated with the project schedule, so the receiving party can plan installation without delays.</p> <p>For larger features or when site access requires special handling, Rain drop can provide delivery using flatbed or step-deck transportation. Our logistics team selects the safest and most efficient method for each shipment and communicates tracking information and delivery updates directly to the Sourcewell member.</p> <p>This method ensures timely, efficient delivery of every component and provides flexibility that aligns with the construction timeline and operational needs of Sourcewell members.</p>

<p>73</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Rain Drop Products maintains a structured self-audit process designed to ensure complete compliance with Sourcewell contract requirements, accurate pricing for all participating members, and timely payment of administrative fees. Our process combines automated system controls with human verification and executive oversight to eliminate the possibility of error or omission.</p> <p>When a project inquiry is received, it is entered into our Customer Relationship Management (CRM) system. If the customer indicates an interest in using the Sourcewell contract, the record is immediately flagged as a Sourcewell opportunity. Once the lead is qualified, it becomes an opportunity to record within the CRM and retains the Sourcewell designation. If a project later converts to Sourcewell participation, the flag is added at that time, so the opportunity is tracked from its earliest stage.</p> <p>When the opportunity advances to the quotation stage, it is transferred to our Enterprise Resource Planning (ERP) system. The Sourcewell pricing table in the ERP can only be accessed when the opportunity has been properly flagged for Sourcewell. This table mirrors the approved pricing submitted to Sourcewell and cannot be modified without submitting a formal Price and Product Change Request in accordance with Sourcewell procedures.</p> <p>Once a quotation is accepted and converted to a sales order, the ERP system automatically creates a two percent accrual payable to Sourcewell based on the total contract value. This accrual appears as both an expense and a balance sheet liability at the time of sale, in accordance with Generally Accepted Accounting Principles. The liability remains in place until payment from the customer is received and the Sourcewell administrative fee becomes payable. Quarterly, the accounting team reconciles all accrued liabilities, issues payment to Sourcewell for the full amount due, and retains a detailed transaction record for audit review.</p> <p>Rain Drop's management can generate real-time reports at any time showing all Sourcewell-designated leads, active opportunities, quotations, and converted sales orders. These reports are reviewed monthly by the finance department and cross-referenced with the CRM to confirm that all Sourcewell projects have been properly recorded and that administrative fees have been accrued correctly.</p> <p>As an additional verification, each Regional Sales Director receives a monthly report showing all Sourcewell quoted opportunities and converted orders within their territory. Because our sales directors are financially incentivized to use the Sourcewell contract, they act as an independent checkpoint to confirm that every eligible project has been entered and priced under the proper Sourcewell designation.</p> <p>This combination of automated system controls, multi-level human verification, and GAAP-compliant accounting procedures provides a complete, transparent audit trail. It ensures that every Sourcewell member receives the correct pricing, every qualifying sale is reported, and every administrative fee is paid accurately and on time.</p>
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74	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>Rain Drop Products evaluates the success of each Sourcwell agreement by tracking objective, data-driven metrics that measure contract utilization compared to non-cooperative purchase projects. These metrics are reviewed quarterly by management to guide adjustments in training, outreach, and operational performance.</p> <p>As we did with our previous Sourcwell contracts, Rain Drop benchmarks performance against other suppliers in the same category by obtaining public record data for contract sales under current and prior Cooperative Purchasing Contracts from all of the major Cooperative purchasing programs. Comparing our sales of children's aquatic recreation equipment with those of other vendors helps us measure growth in cooperative purchasing adoption and identify opportunities to expand member participation. It additionally acts as a barometer for comparison of our performance.</p> <p>Within our Microsoft Dynamics CRM system, every project record includes a required "Purchase Method" field. Options include Public Bid – Sole Source, Public Bid – Basis of Design, Public Bid – Or Equal, Direct Purchase, and Direct Purchase – Sourcwell. These data points allow us to measure the proportion of sales completed through the Sourcwell contract compared with other procurement paths. Dashboards in the CRM display current and historical trends so we can track utilization, conversion rates, and Sourcwell revenue growth over time.</p> <p>Rain Drop also uses Microsoft Power BI visualizations to analyze real-time contract performance. Internally created Power BI dashboards track the current backlog of Sourcwell and non-Sourcwell projects in our open order pipeline, as well as development stage opportunities in the CRM that have not yet converted to orders. These visual metrics help management identify trends in workload, forecast production needs, and evaluate the effectiveness of Sourcwell as a procurement channel compared with traditional public bidding.</p> <p>Rain Drop's goal is to steadily increase both the number of Sourcwell members served and the percentage of total sales processed through the cooperative contract. Management reviews these metrics quarterly and shares results with regional sales directors to recognize achievements and identify opportunities for improvement. This combination of data analytics, visual reporting, and continuous review ensures that Rain Drop measures performance objectively and remains fully aligned with Sourcwell's objectives of member education, contract utilization, and transparent service delivery.</p>	*
75	<p>Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Rain Drop Products proposes an administrative fee of two percent of the total sales to Sourcwell participating entities for all contracted equipment, products, and services. The fee will be calculated on the total value of completed transactions during each calendar quarter and remitted to Sourcwell in accordance with the reporting schedule defined in the Master Agreement.</p> <p>This fee will be automatically accrued within Rain Drop's accounting system at the time each Sourcwell sales order is created. The accrual remains as a liability until full payment for the order is received, ensuring accurate reporting and timely remittance. All administrative fee payments will be accompanied by a detailed quarterly sales report showing each transaction, corresponding contract number, and the calculated two percent fee.</p> <p>Rain Drop considers this administrative fee part of our partnership with Sourcwell. It supports the cooperative's continuing education, member outreach, and contract management programs that help expand participation and ensure transparency for all members.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	.

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

Line Item	Question	Response *
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<p>77</p>	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>Our products and services encompass everything needed for modern children's aquatic recreation facilities. We offer interactive play features from flush mounted spray jets, some with LED lighting, to a broad range of freestanding play elements in many shapes, sizes and spray patterns. We also create customized and themed play elements tailored to customer requirements. Our slide portfolio includes themed, double racer, speed, tube and flume configurations designed for a range of ages. We provide climbable play structures with multiple levels, incorporating slides, tipping buckets and interactive components; these are available in stainless steel or fiberglass and can be configured for toddlers, older children and teens, either attached to pools or as standalone attractions.</p> <p>Safety is addressed with cushioned surfacing systems from AquaTile a leading manufacturer in the safety surfacing component of the children's aquatic play industry. Their product line include inlays, signage and transition strips, offering slip resistant surfaces suitable for installations from small splash pads to large municipal facilities. We also offer synthetic nonslip coatings that add color to existing play areas. For dual use spaces, our decorative fountains function as play features during the day and transform into choreographed displays at night with programmable lighting, music and DMX control; these systems come complete with specialized nozzles and dedicated filtration. Comprehensive water management underpins every installation: we supply pumps, manifolds, filters, reservoir tanks, chemical storage and automated control via PLC or DMX, along with sensors and variable frequency drives to ensure efficiency and interactivity.</p> <p>We back our equipment with a full suite of services. Installation is provided on a complete turn key basis, covering equipment delivery, site preparation, commissioning and on site supervision. Our team offers design assistance before purchase, including project specific drawings and stamped drawing when necessary. We also provide training for operation, maintenance and winterization, and we have the capability to restore and upgrade existing facilities. When unique concepts are required, our engineers design custom features that integrate advanced control systems and sensor technology.</p> <p>We have partnered with Safe Slide Restoration to offer nationwide aquatic facility restoration and service to existing facilities regardless of the original equipment manufacturer.</p>
<p>78</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>As part of our comprehensive offering under this RFP, Rain Drop Products has partnered with Tenshon, a trusted manufacturer specializing in custom-designed shade structures. Tenshon brings extensive expertise in the design, engineering, and fabrication of high-quality outdoor shade solutions, including sails, canopies, umbrellas, and custom structural applications. Based near Phoenix, Arizona, they operate a just-in-time (JIT) manufacturing facility that allows for complete customization and flexible production schedules. Their products are constructed using durable HDPE (high-density polyethylene) fabric and structural steel, ensuring longevity and performance in a variety of outdoor environments.</p> <p>Through this partnership, Rain Drop is able to offer a wide range of shade solutions and support services that enhance comfort, safety, and aesthetic appeal across public, commercial, and recreational spaces. Tenshon also provides worldwide installation support and maintenance programs that ensure continued performance and client satisfaction throughout the product lifecycle.</p> <p>To best categorize the products and services available through this partnership, the following subcategory titles apply:</p> <p>Shade Sails – Custom-designed tensile fabric structures for outdoor shading.</p> <p>Shade Canopies – Engineered canopy systems using HDPE fabric for broad coverage.</p> <p>Permanent Shade Umbrellas – Freestanding, fixed-position shade umbrellas for long-term outdoor use.</p> <p>Custom Shade Structures – Tailored solutions integrating design, engineering, and fabrication to meet unique project needs.</p> <p>Hip and Ridge Structures – Steel-framed, fabric-covered structures with a hip roof design, ideal for playgrounds, parks, and public spaces.</p> <p>Design and Engineering Services – In-house design and structural engineering for customized shade projects.</p> <p>Fabrication and Manufacturing – Just-in-time (JIT) manufacturing using high-quality HDPE fabric and structural steel.</p> <p>Installation Support Services – Worldwide support for project installation and logistics.</p> <p>Maintenance and Warranty Services – Post-installation maintenance contracts and comprehensive warranty coverage.</p>

See all attachments regarding Tenshon in the Upload Additional Documents Folder-Question 78-Tenshon Brochure
Question 78-Tenshon Warranty

To further support the safety and accessibility of aquatic environments, Rain Drop Products offers Aqua Tile as an innovative surface solution specifically designed for wet, high-traffic areas. Aqua Tile's cushioned, slip-resistant tiles provide a safer alternative to traditional hard surfaces in splash pads, pool decks, water parks, and locker rooms. Their patented, multi-directional texture enhances both traction and impact protection, making them an ideal choice for environments where fall prevention and comfort are key.

Aqua Tile's patent-pending, multi-directional textured surface delivers industry-leading slip resistance and impact attenuation, reducing the risk of slips and falls while enhancing the play experience for children and adults alike. These tiles are engineered for chemical resistance, UV stability, and long-term durability, maintaining their safety and appearance even under extreme aquatic conditions.

With global installations and a leadership team backed by over 50 years of combined experience in flooring, manufacturing, and safety compliance, Aqua Tile exceeds ASTM safety standards and offers a highly effective, affordable solution for public, commercial, and residential aquatic environments.

To best categorize the products and services available through this partnership, the following subcategory titles apply:

Aquatic Safety Surfacing – Cushioned, slip-resistant tile flooring designed for wet environments.

Impact-Reducing Modular Flooring – Closed-cell foam tiles engineered to absorb the force of falls.

Slip-Resistant Surfacing – Textured surfaces designed to maximize friction in wet conditions.

Chemical-Resistant Flooring – Materials engineered to withstand chemical exposure without compromising performance.

UV-Stabilized Surface Solutions – Flooring systems designed to retain integrity and color under prolonged sun exposure.

Turnkey Design and Installation Support – End-to-end support for safe surface planning, specification, and installation.

ASTM-Compliant Safety Solutions – Products tested and certified to exceed aquatic safety surface standards.

See all attachments in the Upload Additional Documents Folder-Question 78-Aqua Tile Information Guide and Question 78-Depth and Breadth

To ensure that water play areas remain safe, operational, and visually appealing over time, Rain Drop Products offers Safe Slide Restoration as a trusted solution for slide and attraction maintenance. Serving waterparks worldwide, Safe Slide specializes in certified inspections, coatings, steel restoration, and expert water slide repair helping facilities avoid safety risks, reduce downtime, and protect their guest experience.

With over 400 projects completed annually and a team led by NACOM certified project managers, Safe Slide brings industry-leading expertise and strict safety standards to every restoration effort. Their certified inspection services include non-destructive testing (NDT) and detailed reporting, ensuring full transparency and preventive care. Post-project support and protection plans also make Safe Slide a long-term partner in maintaining aquatic attractions.

To best describe the products and services offered through this partnership, the following subcategory titles apply:

Water Slide Repair and Restoration – Comprehensive repair services to extend the life and safety of water slides.

Certified Slide and Pool Inspections – In-depth inspections featuring non-destructive testing (NDT) and detailed documentation.

Steel Restoration Services – Repair and recoating of structural steel components to restore safety and appearance.

Protective Coatings and Recoating – Professional resurfacing of slides and pools to

		<p>improve aesthetics and performance.</p> <p>NACOM-Certified Project Management – Oversight by trained professionals adhering to the highest safety standards.</p> <p>Post-Project Support and Warranty Programs – Ongoing maintenance plans and industry-leading warranties.</p> <p>Aquatic Facility Maintenance Solutions – Tailored support to keep attractions operating safely and efficiently.</p>
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Include which ones you are offering
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Splash Pads, waterparks, slides, playable fountains, ground sprays and activity towers.
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aqua Tile surfacing and installation, Safe Slide Restoration and coatings, Tenshon shade structures and installation, water management training and start-up, winterization, restoration, and full installation of splash pads.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Thursday October 16, 2025 14:14:38
 - [Financial Strength and Stability](#) - FINANCIAL STRENGTH AND STABILITY.zip - Thursday October 16, 2025 14:13:31
 - [Marketing Plan/Samples](#) - MARKETING PLAN SAMPLES.zip - Thursday October 16, 2025 14:16:36
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE OR RELATED CERTIFICATES.zip - Thursday October 16, 2025 14:20:13
 - [Standard Transaction Document Samples](#) - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Thursday October 16, 2025 14:22:18
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - UPLOAD ADDITIONAL DOCUMENTS.zip - Thursday October 16, 2025 14:10:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Williams, President / CEO, Rain Drop Products, LLC.

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

Yes No

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

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

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

EXHIBIT "B"
SCOPE OF WORK/PROPOSAL

PROPOSAL



Reference: 1976921
Project Name: Fort Pierce Sprayground
Salesperson: Eric Zelman

Date: 1/30/2026

To: Marsha Commond
Purchaser: MARSHA COMMOND
Billing Address: 52 Savannah Rd.
 Fort Pierce, FL 34982

First Shipment Address:
 MARSHA COMMOND
 52 Savannah Rd.
 Fort Pierce, FL 34982

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	Unit Price	Extended Amt
ABOVE GROUND FEATURES					
1.00	<u>BLSJ-005-OM-SS</u>	BELLE SPRAY JET -OM-SS	30.00	\$2,870.00	\$2,870.00
SURFACE SPRAYS					
3.00	<u>UPJT-007-OM</u>	UPSTREAM JET-OM	6.70	\$645.00	\$1,935.00
3.00	<u>MPKJ-002-OM</u>	MINI POPKORN JET-OM	11.40	\$750.00	\$2,250.00
MOUNTING SYSTEM					
7.00	<u>POD-A001</u>	OMNIPOD TEMPLATE		\$0.00	\$0.00
CONTROL/RECIRCULATION SYSTEM					
1.00	<u>/VAKPAK-1976921</u>	CUSTOM VAKPAK SYSTEM FOR 1976921		\$129,985.00	\$129,985.00
1.00	<u>BOL-005-SS</u>	BOLLARD ACTIVATOR-TOUCH-SS		\$3,995.00	\$3,995.00
6.00	<u>SOL-MFD-ISOS-UNN-1-DC</u>	1" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR iSPLASH		\$260.00	\$1,560.00
1.00	<u>RNMK-008</u>	RAIN MAKER-8 OUTLET		\$8,120.00	\$8,120.00
1.00	<u>SOL-MFD-ISOS-UNN-2-DC</u>	2" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR iSPLASH		\$390.00	\$390.00
DRAINS					
2.00	<u>DRN12-006B</u>	DRAIN 12X12-6 INCH BOTTOM OUTLET COMPOSITE		\$645.00	\$1,290.00

Total Flow (Non Choreographed) - 84.30 GPM

Quote Duration-60 Days

Total Order \$152,395.00
Less discount at a rate of 10.00% -\$15,239.50



Freight to Fort Pierce, FL \$1,440.00
Taxes - See General Terms, Conditions and Warranty \$0.00

Contract #101625-RDP

Net Order \$138,595.50

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: 35% Dep, 65% net 30

Estimated Delivery Date upon placement of Order:

PROPOSAL



Reference: 1976921
Project Name: Fort Pierce Sprayground
Salesperson: Eric Zelman

Date: 1/30/2026

To: Marsha Commond
Purchaser: MARSHA COMMOND
Billing Address: 52 Savannah Rd.
Fort Pierce, FL 34982

First Shipment Address:
MARSHA COMMOND
52 Savannah Rd.
Fort Pierce, FL 34982

See the following pages for General Terms, Conditions and Warranty related to this Proposal

[Warranty Details Click Here](#)

GENERAL TERMS AND CONDITIONS

- 1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").
- 2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.
- 3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate

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document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop . Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty.”

6) **Payment:** Terms of payment are defined in the “Payment Terms” section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over \$5,000 paid via credit card will be subject to a 3% surcharge.

7) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser’s responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

8) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

9) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop’s receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

10) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop , which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such

PROPOSAL



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Fort Pierce, FL 34982

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termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

11) **Restocking Fee** There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

12) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

13) **Assembly/Installation:** Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

14) **Site/Use Review by Purchaser:** Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

15) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

16) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain Drop and the Purchaser, and their successors and permitted assigns.

17) **Miscellaneous:** If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

PROPOSAL



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Fort Pierce, FL 34982

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52 Savannah Rd.
Fort Pierce, FL 34982

Executed to be effective as of the date executed by the Company:

PURCHASER:

Signature: _____

By: (Print Name) _____

Title: _____

Date: _____

Insurance Requirements

The Vendor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under the Contract.

The parties agree and recognize that it is not the intent of the City of Fort Pierce that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Fort Pierce and the City shall not be obligated to provide any insurance coverage other than for the City of Fort Pierce or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Fort Pierce as an additional insured under any other insurance policy or otherwise protect the interests of the City of Fort Pierce as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Vendor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation Endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Vendor qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Vendor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Vendors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability

or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Fort Pierce, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Fort Pierce, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract Name and Number."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Fort Pierce, 100 N. US Highway One, Fort Pierce, FL 34950, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Vendor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: The Vendor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Vendor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Independent Vendor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Vendor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into this Contract, the Vendor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Vendor shall agree to notify the insurer and request the

policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Vendor to ensure that all independent Vendors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Vendor to obtain Certificates of Insurance from all independent Vendor listing the City as an Additional Insured without the language "when required by written contract". If the Vendor, independent Vendor and/or subvendor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor/independent Vendor.

The Vendor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Division reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating.

A failure on the part of the Vendor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**City of Fort Pierce
Attention: Risk Management
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees.