

RESOLUTION NO 2026-072

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND VORTEX USA, INC., A DELAWARE CORPORATION, FOR SPLASHPAD COMPONENTS, EQUIPMENT, AND INSTALLATION SERVICES AT YOUNGS PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS; NPPGov, a national cooperative organization (“NPPGov”), negotiated a contract with Vortex USA, Inc., a Delaware corporation (the “Vendor”) to supply splashpad components, equipment, and installation services pursuant to the Request for Proposal 2510 (the “RFP”); and

WHEREAS, the City desires to add a splash pad at Youngs Park (the “Project”) which requires splashpad components, equipment, and installation services (the “Products and Services”); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products and Services by NPPGov; and

WHEREAS, the Vendor desires to enter into a contract with the City to complete the Project on such terms and conditions as the Vendor has contracted with NPPGov as set forth in the Contract; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to complete the Project is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to complete the Project in the Agreement is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of July, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**Vortex USA
31 Northern Ave.
Plattsburgh, NY 12903**

(the “Vendor”).

WITNESSETH:

WHEREAS, on **August 26, 2025 League of Oregon Cities** (the “Original Procuring Government”) awarded **RFP 2510 for Park, Playground, and Recreation Equipment** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" (the “Original Procurement Bid and Contract”); and

WHEREAS, the Original Procurement Bid and Contract was subsequently made available for use by other governmental entities, including municipalities, through NPPGov, a cooperative purchasing organization, pursuant to its cooperative purchasing program;

WHEREAS, the City needs a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; which is attached herein as Exhibit "C" and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:

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- i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
- ii. All special conditions of the Original Procurement Bid and Contract Documents;
- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the original procurement bid and contract documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes*. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract

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- a. with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.
3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **August 25, 2029**. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:
The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.
6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

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- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

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- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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[SIGNATURE PAGE TO FOLLOW]

EXHIBIT TO RESOLUTION

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT TO RESOLUTION

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

EXHIBIT TO RESOLUTION

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

EXHIBIT TO RESOLUTION

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

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Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

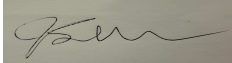
EXHIBIT TO RESOLUTION

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of Vortex USA Inc. (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of Vortex USA Inc. and is duly authorized to sign this Participating Agency Endorsement and Authorization.



Date: 06/22/2026

BY: Jessica Scher

ITS: Controller

Participating Agency Contact Information:

Contact Person: Jessica Scher

Address: 7800 Trans Canada Highway

Pointe Claire, QC, H9R1C6

Telephone No.: 514-971-3871

Email: jscher@vortex-intl.com

EXHIBIT TO RESOLUTION

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 2510

SOLICITATION FOR: PARK, PLAYGROUND, AND RECREATION EQUIPMENT

Notice is hereby given that the LEAGUE OF OREGON CITIES (LOC) will accept proposals for Park, Playground, and Recreation Equipment at the electronic address listed below until the end of day on **APRIL 30, 2025**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggybacking language that permits use of the Master Price Agreement nationwide, which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed and uploaded to the designated website. Only those proposals received at the designated website by the due date and time will be considered.

Website:

[CLICK HERE TO SUBMIT A PROPOSAL FOR RFP 2510](#)

INQUIRIES:

rfp@orcities.org

or

LOC “PARK, PLAYGROUND, AND RECREATION EQUIPMENT RFP” #2510

LEAGUE OF OREGON CITIES

c/o Kevin Toon

1201 Court St. NE

Suite 200

Salem, OR 97301

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: PARK, PLAYGROUND, AND RECREATION EQUIPMENT

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government and non-profit entities across the United States and Canada, K-12 and Higher education, Tribal government, and other public entities which includes members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO. As required by certain states and provinces, LOC and NPPGov have prepared an Attachment referencing eligible Members that also can be found on the LOC and NPPGov web sites. This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for Park, Playground, and Recreation Equipment.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering Park, Playground, and Recreation Equipment to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for Park, Playground, and Recreation Equipment for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current

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vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

Based on the historical volume of similar contracts, the estimated annual value of all transactions resulting from contracts awarded through this RFP is approximately USD 20 Million. Consequently, proposers are expected to offer volume pricing to reflect this potential scale. However, it is important to note that while considerable sales volume is anticipated, sales volume is not guaranteed and may vary from year to year.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national

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presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the Park, Playground, and Recreation Equipment offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that

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Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

- 2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

- A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a weblink with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 **SPECIAL TERMS & CONDITIONS:**

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3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a four (4) year period. The Master Price Agreement may be extended up to a maximum of one (1) additional one (1) year period.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer's insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having

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jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 **SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: JANUARY 29, 2025

4.1.2 Question and Answer Period

The LOC will post substantive questions and answers concerning this Solicitation no later than ten (10) days before the proposal's due date. All questions shall be submitted in writing via email to the Contract Manager at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question-and-answer period has expired. Questions submitted at least ten (10) days before the proposal's due date will be reviewed and posted on the LOC website at orcities.org. The LOC is not required to post questions received within the final ten (10) days before the proposal's due date and may respond or withhold responses at its sole discretion.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Contract Manager, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is the end of day on **APRIL 30, 2025**. The LOC must receive all proposals before the end of the day on the above closing date.

Approximate opening date: MAY 1, 2025

Proposal selection: MAY 2, 2025 to MAY 23, 2025

Approximate award date: MAY 26, 2025

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES

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**1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Kevin Toon
1201 Court St. NE
Suite 200
Salem, OR 97301**

Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES
c/o Kevin Toon
1201 Court St. NE
Suite 200
Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to submit one (1) electronic proposal, in PDF format, to the designated website detailed on the first page of this solicitation. Proposal should contain the original signatures on any pages where a signature is required (because electronic submissions are required, either electronic signatures or scans of hand-signed pages should be included).

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 2510." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2510." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

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The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals should have clearly defined sections designated as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 2510.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be uploaded with the entire proposal.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
 - 5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.
 - 5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

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- 5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
- 5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The LOC reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
 - 5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
 - 5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, neither party shall assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

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The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

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ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

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ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

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2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

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3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]

3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES NO

3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases?

Yes No

[Check one]

3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

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4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

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6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						

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6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

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7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

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Exhibit 1

Park, Playground, and Recreation Equipment Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			

EXHIBIT TO RESOLUTION

TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

EXHIBIT TO RESOLUTION

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

EXHIBIT TO RESOLUTION

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

EXHIBIT TO RESOLUTION

ATTACHMENT C

SPECIFICATIONS

PARK, PLAYGROUND, AND RECREATION EQUIPMENT

These specifications are intended to cover the complete range of Park, Playground, and Recreation Equipment. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: SCHOOL AGE PLAYGROUNDS AND COMPONENTS:

Including but not limited to climbers, tubes, ramps, slides, ladders, bridges, panels, enclosures, barriers, swings, towers, decorative accessories, etc.

CATEGORY 2: AQUATIC & OTHER PLAYGROUNDS AND COMPONENTS:

Including but not limited to climbers, tubes, ramps, slides, ladders, bridges, panels, enclosures, barriers, swings, towers, decorative accessories, etc.

CATEGORY 3: SHELTERS AND SHADE STRUCTURES:

Including but not limited to shelters, pavilions, shades, gazebos, pergolas, etc.

CATEGORY 4: OUTDOOR FITNESS EQUIPMENT:

Including but not limited to cardio equipment, resistance equipment, lifting equipment, beams, bars, benches, steps, etc.

CATEGORY 5: SAFETY SURFACING:

Including but not limited to wood fiber, rubber, sand, synthetic turf, etc.

CATEGORY 6: SITE AMENITIES:

Including but not limited to benches, bike racks, tables, trash cans, etc.

CATEGORY 7: INSTALLATION of park and playground equipment, surfaces, amenities and related items

CATEGORY 8: OTHER:

Other Park and Playground Equipment, Surfaces & Amenities not included in other categories including but not limited to soccer goals, basketball hoops, batting cages, field game equipment, etc.

EXHIBIT TO RESOLUTION

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

PARK, PLAYGROUND, AND RECREATION EQUIPMENT	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
SCHOOL AGE PLAYGROUNDS	
AQUATIC & OTHER PLAYGROUNDS	
SHELTERS AND SHADE STRUCTURES	
OUTDOOR FITNESS EQUIPMENT	
SAFETY SURFACING	
SITE AMENITIES	
INSTALLATION	
OTHER	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

EXHIBIT TO RESOLUTION

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time (REQUIRED)			
Completed Proposer Profile Workbook (PPW) (REQUIRED)			
Included references			
Proposal signed (REQUIRED)			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

EXHIBIT TO RESOLUTION

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements – Compelling Detail, Showed Ability to Complete
- (4) Met Requirements – Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard
- (0) Blank

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<p><u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions.</p> <p><i>Attachment D and PPW Section 7.0.</i></p>	25			Comments:
<p><u>Product Line</u> (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability.</p> <p><i>Attachment C and PPW Section 9.0.</i></p>	15			Comments:
<p><u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce.</p> <p><i>PPW Section 4.0.</i></p>	15			Comments
<p><u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce.</p> <p><i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i></p>	15			Comments:
<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing.</p> <p><i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable.</p> <p><i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable.</p> <p><i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<u>TOTAL</u>	100			

EXHIBIT TO RESOLUTION

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

EXHIBIT TO RESOLUTION

- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

EXHIBIT TO RESOLUTION

ATTACHMENT G WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions:
(attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

EXHIBIT TO RESOLUTION

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY
COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

EXHIBIT TO RESOLUTION

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVATE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

EXHIBIT TO RESOLUTION

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTTITAS COUNTY
KITTTITAS COUNTY PUD
KITTTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

EXHIBIT TO RESOLUTION

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

EXHIBIT TO RESOLUTION

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL WEST
VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE WHATCOM
CONSERVATION DIST WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT WHATCOM
COUNTY RURAL LIBRARY DIST WHIDBEY
GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER WILLAPA
VALLEY SCHOOL DISTRICT 160 WILLAPA
VALLEY WATER DISTRICT WINLOCK SCHOOL
DISTRICT 232 WOODINVILLE FIRE & LIFE
SAFETY DIST WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT YAKIMA
COUNTY REGIONAL LIBRARY YAKIMA
SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
Washington State local and municipal agencies may
also utilize the resulting Master Price Agreement;
provided they enter into the Intergovernmental
Cooperative Purchasing Agreement.

EXHIBIT TO RESOLUTION

ATTACHMENT H

ELIGIBLE POLITICAL SUBDIVISIONS BY STATE

ATTACHMENT H: ELIGIBLE POLITICAL SUBDIVISION BY STATE is included as a separate document and incorporated by reference herein.

EXHIBIT TO RESOLUTION

Amendment to Park, Playground, and Recreation Equipment Master Purchase Agreement

Pricing Adjustment

This Amendment to the Master Purchase Agreement is entered into this ____ day of September, 2025 by the LEAGUE OF OREGON CITIES (“Purchasers”) and VORTEX USA (“Supplier”) based upon the sales and/or service of Park, Playground, and Recreation Equipment.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about August 26, 2025 and by this reference incorporated herein; and

WHEREAS, Supplier, as part of its proposal, included an installation discount; and

WHEREAS, the Master Price Agreement inadvertently failed to include the installation pricing on Attachment A; and

WHEREAS, Purchaser and Supplier desire that Attachment A of the Master Purchase Agreement shall be amended in part to reflect the installation Category 7;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

1. **Inclusion of Category 7: Installation on Attachment A.** Attachment A to the Master Purchase Agreement shall be in its entirety to read as follows:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PARK, PLAYGROUND, AND RECREATION EQUIPMENT	
Product Category	Percentage (%) off List Price*

EXHIBIT TO RESOLUTION

AQUATIC & OTHER PLAYGROUNDS	3% discount on equipment under \$49,999 5% discount on equipment over \$50,000. Freight shall be added based on the size of the equipment and the ship-to location
INSTALLATION	3% on equipment under \$49,999 5% on equipment over \$50,000

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about August 26, 2025 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

Signed by: Patricia M. Mulvihill Date September 29, 2025 | 12:37 PM PDT
 BY: 0BD4F25C35F54D0...
 ITS:

VORTEX USA:

Signed by: Jason Menghile Date September 23, 2025 | 1:06 PM PDT
 BY: 9B3878405F9D479...
 ITS:

EXHIBIT TO RESOLUTION

Contract Number: PS25620

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and Vortex USA (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Park, Playground, and Recreation Equipment, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Park, Playground, and Recreation Equipment the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2510 for Park, Playground, and Recreation Equipment; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 2510 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

EXHIBIT TO RESOLUTION

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1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

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sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25620, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

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REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

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ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200

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Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Vortex USA
31 Northern Ave
Plattsburgh, NY 12903
ATTN: Barb Lapierre
Email: blapierre@vortex-intl.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor

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and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a

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modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: August 26, 2025 | 3:54 PM PDT

VENDOR:

Signed by:
Signature: Jason Menghile
1343686943B34C4...

Printed Name: Jason Menghile

Title: VP Finance
VORTEX USA

Dated: August 26, 2025 | 1:54 PM PDT

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PARK, PLAYGROUND, AND RECREATION EQUIPMENT	
Product Category	Percentage (%) off List Price*
AQUATIC & OTHER PLAYGROUNDS	3% discount on equipment under \$49,999 5% discount on equipment over \$50,000. Freight shall be added based on the size of the equipment and the ship-to location

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor’s authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

EXHIBIT TO RESOLUTION

Contract Number: PS25620

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

EXHIBIT TO RESOLUTION

Contract Number: PS25620

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

EXHIBIT TO RESOLUTION

Contract Number: PS25620

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

EXHIBIT TO RESOLUTION

Contract Number: PS25620

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

Released February 2026



Product Number	Product Name	Collection	USD \$ Price
3501	Abrio 1	CoolHub™	54,400 \$
3501B	Abrio 1B	CoolHub™	49,300 \$
3502	Abrio 2	CoolHub™	70,250 \$
3502B	Abrio 2B	CoolHub™	64,250 \$
3503	Abrio 3	CoolHub™	87,700 \$
3504	Abrio 4	CoolHub™	64,350 \$
3504B	Abrio 4B	CoolHub™	59,800 \$
3505	Abrio 5	CoolHub™	83,600 \$
3505B	Abrio 5B	CoolHub™	77,050 \$
3506	Abrio 6	CoolHub™	99,450 \$
0622	Activator No4	Essentials	3,850 \$
623	Activator No5	Essentials	4,200 \$
1102	Alligator	Toons	4,250 \$
7252	Alto Beach	Water Journey™	8,150 \$
7130	Alto N°1	Water Journey™	8,050 \$
7131	Alto N°2	Water Journey™	8,200 \$
7132	Alto N°3	Water Journey™	13,000 \$
0555	Aqua Dome N°1	Classic	3,650 \$
7530	Aqua Dome N°2	Classic	4,300 \$
7388	Aqualien Flower N°1	Watergarden	5,350 \$
1331	Aqualien Flower N°2	Watergarden	5,350 \$
7389	Aqualien Flower N°3	Watergarden	4,500 \$
0515	Arch	Classic	8,250 \$
7697	Astra N°1	Explora	7,300 \$
7698	Astra N°2	Explora	9,550 \$
7699	Astra N°3	Explora	12,300 \$
7721	Bamboo Cannon N°2	Contemporary	8,950 \$
7730	Bamboo Rain	Contemporary	8,950 \$
7787	Bamboo Ring	Contemporary	7,900 \$
7728	Bamboo Stem N°2	Contemporary	7,400 \$
7725	Bamboo Tree N°1	Contemporary	9,750 \$
7789	Bamboo Tree N°2	Contemporary	9,750 \$
7786	Bamboo Twin Cannon	Contemporary	7,900 \$
7602	Bear Cannon	Toons	9,700 \$
7486	Bloom N°1	Watergarden	11,750 \$
7791	Boat Anchor N°1	Nautical	13,000 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

Released February 2026



Product Number	Product Name	Collection	USD \$ Price
7678	Boat Wheel N°1	Nautical	8,350 \$
7232	Bobble N°1	Explora	5,800 \$
7233	Bobble N°2	Explora	12,600 \$
7783	Bow N°2	Nautical	8,150 \$
0103	Bucket Trio	Classic	12,300 \$
7792	Butterfly N°1	Toons	8,750 \$
7250	Cascade Loop	Poolplay	14,150 \$
7251	Cascade Rainforest	Poolplay	32,500 \$
7249	Cascade River	Poolplay	14,350 \$
7538	Cattail	Watergarden	6,850 \$
7782	Cattail Twirl	Watergarden	9,100 \$
7269	Single Leaf	Watergarden	7,000 \$
7270	Double Leaves	Watergarden	10,200 \$
7271	Coco Palm	Watergarden	8,600 \$
7272	ConeFlower	Watergarden	9,250 \$
7273	Lilium Flower	Watergarden	8,700 \$
7285	Single Leaf Twist	Watergarden	14,950 \$
7286	Single-Double Leaves Twist	Watergarden	18,350 \$
7287	Lilium Flower Twist	Watergarden	18,650 \$
7059	CoreoPlay™ Creation (Sold Separately, Min 12 Jets)	Playable Fountain	6,000 \$
7064	CoreoPlay™ Firework (8 Jets, FAV required)	Playable Fountain	44,000 \$
7062	CoreoPlay™ Ocean (8 Jets)	Playable Fountain	41,400 \$
7061	CoreoPlay™ Rainbow (8 Jets)	Playable Fountain	41,400 \$
7060	CoreoPlay™ Sunset (5 Jets)	Playable Fountain	25,800 \$
7063	CoreoPlay™ Volcano (5 Jets, FAV required)	Playable Fountain	27,550 \$
7065	CoreoPlay™ Wave (8 Jets, FAV required)	Playable Fountain	44,000 \$
7208	Crab N°1	Toons	8,350 \$
0307	Cylinder Spray	Ground Sprays	4,550 \$
1000	Deck Drain	Essentials	1,500 \$
0305	Directional Jet N°1	Ground Sprays	600 \$
0321	Directional Jet N°2	Ground Sprays	600 \$
0335	Directional Jet N°3	Ground Sprays	600 \$
7255	Dolphin	Sea Silhouette	6,900 \$
0306	Donut Spray	Ground Sprays	5,500 \$
8861	Elephant Loop	Toons	6,900 \$
7218	Fish N°1	Toons	9,000 \$
41333	Flange Kit- Large To Medium For SW	Essentials	900 \$
41332	Flange Kit- Medium To Large For SW	Essentials	900 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

Released February 2026



Product Number	Product Name	Collection	USD \$ Price
7549	Flower N°1	Watergarden	7,950 \$
7550	Flower N°2	Watergarden	11,050 \$
7265	Flower N°5	Watergarden	13,050 \$
7266	Flower N°6	Watergarden	13,050 \$
7267	Flower N°7	Watergarden	8,700 \$
7268	Flower N°9	Watergarden	16,300 \$
7260	Flower No10	Watergarden	4,750 \$
8084	Foaming Geyser N°2	Ground Sprays	2,650 \$
7513	Fountain Spray N°1	Ground Sprays	650 \$
7676	Fountain Spray N°2	Ground Sprays	700 \$
7200	Frog N°1	Toons	8,350 \$
7201	Frog N°2	Toons	8,350 \$
7658	Frog N°5	Toons	17,600 \$
7384	Fumbling Five	Classic	19,600 \$
7785	Gardenbug	Watergarden	15,650 \$
0301	Geyser N°1	Ground Sprays	650 \$
0331	Geyser N°2	Ground Sprays	650 \$
122967-304L	Geyser Spray Cap (Safeswap no 1)	Essentials	1,100 \$
105482-304L	Geyser Spray Cap (Safeswap no 2)	Essentials	850 \$
3507	Aeris Soft Rain w Activator	CoolHub™	8,200 \$
3508	Aeris Cloud Mist w Activator	CoolHub™	8,200 \$
7247A	Glomist (Activator Included)	CoolHub™	8,520 \$
7247	Glomist (Plate Cover Included)	CoolHub™	7,900 \$
7248	Glomist (Plate Cover Included)	CoolHub™	6,950 \$
7247B	Glomist (Toe Guard & Activator Included)	CoolHub™	8,790 \$
7248A	Glomist Nano (Activator Included)	CoolHub™	7,650 \$
7248B	Glomist Nano (Toe Guard & Activator Included)	CoolHub™	7,840 \$
0621	Ground Activator	Essentials	2,700 \$
0300	Gusher	Ground Sprays	1,100 \$
7790	Helico	Contemporary	12,950 \$
7258	Helico Birds	Toons	11,450 \$
7262	Helico Butterflies	Watergarden	12,050 \$
7798	Helico Nano	Contemporary	11,350 \$
7236	Helio N°1	Explora	6,100 \$
7237	Helio N°2	Explora	6,100 \$
7238	Helio N°3	Explora	6,100 \$
7239	Helio N°4	Explora	11,450 \$
7240	Helio N°5	Explora	15,200 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

Released February 2026



Product Number	Product Name	Collection	USD \$ Price
7241	Helio N°6	Explora	19,000 \$
7133	Hop N°1	Water Journey™	5,400 \$
7134	Hop N°2	Water Journey™	5,400 \$
7254	Hop Starfish	Water Journey™	1,800 \$
0210	Horse Cannon	Toons	10,300 \$
7215	Jellyfish N°1	Toons	19,550 \$
7290	Jet Cannon	Classic	8,950 \$
7512	Jet Stream N°1	Ground Sprays	650 \$
0325	Jet Stream N°2	Ground Sprays	950 \$
49000.0577	Jet Stream Spray Cap (Safeswap no 1)	Essentials	1,050 \$
122145-304L	Jet Stream Spray Cap (Safeswap no 2)	Essentials	750 \$
8731	Kite - Large	Contemporary	12,350 \$
8732	Kite - Small	Contemporary	9,550 \$
L10-37878	L10-37878 Elevation™	Elevations™	468,850 \$
L1-38807	L1-38807 Elevation™	Elevations™	125,600 \$
L2-37858	L2-37858 Elevation™	Elevations™	73,900 \$
L2-37946	L2-37946 Elevation™	Elevations™	65,100 \$
L3-36529	L3-36529 Elevation™	Elevations™	171,650 \$
L3-36603	L3-36603 Elevation™	Elevations™	142,850 \$
L3-38834	L3-38834 Elevation™	Elevations™	182,300 \$
L4-38420	L4-38420 Elevation™	Elevations™	257,100 \$
L5-37926	L5-37926 Elevation™	Elevations™	310,250 \$
L6-36665	L6-36665 Elevation™	Elevations™	275,150 \$
7548	Leaf N°1	Watergarden	9,550 \$
7657	Leaf N°2	Watergarden	9,300 \$
7672	Leaf N°3	Watergarden	15,800 \$
7050	Led Light- Not UL	Playable Fountain	1,100 \$
7056	Led Light RGBW UL-NA	Playable Fountain	3,350 \$
7719	Loop N°1	Classic	7,350 \$
7553	Loop N°2	Classic	6,950 \$
7235	Luna Cannon N°1	Explora	6,500 \$
7230	Luna N°1	Explora	16,200 \$
7231	Luna N°2	Explora	19,000 \$
7234	Luna N°3	Explora	12,050 \$
8099	Magic Mist N°2	Ground Sprays	1,450 \$
0205	Monkey Cannon	Toons	10,300 \$
8493	Oak Tree	Watergarden	25,150 \$
7445	Ombrello N°1	Contemporary	5,850 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

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Product Number	Product Name	Collection	USD \$ Price
7441	Ombrello N°3	Contemporary	5,850 \$
7446	Ombrello Twirl N°1	Contemporary	8,950 \$
7253	Pico Beach	Water Journey™	6,350 \$
7127	Pico N°1	Water Journey™	6,000 \$
7128	Pico N°2	Water Journey™	6,000 \$
7129	Pico N°3	Water Journey™	7,000 \$
7274	Pine Tree	Watergarden	14,300 \$
0209	Pirate Cannon	Toons	10,300 \$
PN01P	Playnuk™ N°1 Pool	Playnuk™	54,100 \$
PN01S	Playnuk™ N°1 Splashpad	Playnuk™	52,100 \$
PN02SA	Playnuk™ N°2 - A Splashpad	Playnuk™	82,000 \$
PN02P	Playnuk™ N°2 Pool	Playnuk™	91,750 \$
PN02S	Playnuk™ N°2 Splashpad	Playnuk™	91,750 \$
PN02PA	Playnuk™ N°2-A Pool	Playnuk™	82,100 \$
PN03P	Playnuk™ N°3 Pool	Playnuk™	107,750 \$
PN03S	Playnuk™ N°3 Splashpad	Playnuk™	113,400 \$
PN04PA	Playnuk™ N°4 -A Pool	Playnuk™	163,850 \$
PN04SA	Playnuk™ N°4 -A Splashpad	Playnuk™	159,000 \$
PN04P	Playnuk™ N°4 Pool	Playnuk™	153,600 \$
PN04S	Playnuk™ N°4 Splashpad	Playnuk™	148,800 \$
PN05P	Playnuk™ N°5 Pool	Playnuk™	187,000 \$
PN05S	Playnuk™ N°5 Splashpad	Playnuk™	189,800 \$
PN06P	Playnuk™ N°6 Pool	Playnuk™	190,100 \$
PN06S	Playnuk™ N°6 Splashpad	Playnuk™	193,350 \$
1001	Playsafe Drain N°1	Essentials	2,850 \$
1004	Playsafe Drain N°4	Essentials	1,750 \$
122102-304L	PLAYSAFE DRAIN NO.1 – STRAINER BASKET – PASSIVA	Essentials	3,450 \$
105435-304L	PLAYSAFE DRAIN NO.4 – STRAINER BASKET – PASSIVA	Essentials	1,150 \$
7395	Plux Cane	Classic	6,450 \$
1107	Pool Bubbler	Poolplay	1,000 \$
0604	Push Button Activator (1x 1.5" line out)	Essentials	12,450 \$
0605	Push Button Activator (3x 1" line out)	Essentials	11,750 \$
0548	Rainbow N°2	Classic	18,400 \$
8767	Refresh N°1	Fine Mist	5,350 \$
7694	Rio Grande N°2	Lazy River	57,050 \$
7693	Rio Grande No.1	Lazy River	54,800 \$
7695	Rio Nano N°1	Lazy River	11,550 \$
7696	Rio Nano N°2	Lazy River	11,950 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

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Product Number	Product Name	Collection	USD \$ Price
7605	Rio Splash Trio	Lazy River	10,850 \$
7244	Rio Watercurtain	Lazy River	4,600 \$
7243	Rio Waterfall	Lazy River	4,350 \$
105507-304L	Rooster Spray Cap (Safeswap no 1)	Essentials	1,150 \$
49000.0395	Rooster Spray Cap (Safeswap no 2)	Essentials	1,050 \$
0303	Rooster Tail	Ground Sprays	950 \$
101143-304L	Safeswap No. 1	Essentials	1,350 \$
103543-304L	Safeswap No.2	Essentials	1,100 \$
40062	Safeswap Winter Cap Kit (L)	Essentials	550 \$
40064	Safeswap Winter Cap Kit (M)	Essentials	450 \$
7677	Sail Twirl N°1	Nautical	10,650 \$
7680	Sailboat N°3	Nautical	45,000 \$
7652	Scorpion	Toons	71,650 \$
7685	Sea Silhouette Angelfish	Sea Silhouette	9,300 \$
7687	Sea Silhouette Fish	Sea Silhouette	7,600 \$
7691	Sea Silhouette Octopus	Sea Silhouette	30,050 \$
7688	Sea Silhouette Pelican	Sea Silhouette	12,600 \$
7689	Sea Silhouette Turtle	Sea Silhouette	13,850 \$
7259	Sea Silhouette Whale	Sea Silhouette	23,800 \$
7779	Seaweed N°1	Watergarden	6,950 \$
7781	Seaweed N°3	Watergarden	5,800 \$
7518	Side Winder	Ground Sprays	1,100 \$
7772	Silhouette N°1	Contemporary	4,250 \$
7773	Silhouette N°2	Contemporary	4,550 \$
7774	Silhouette N°3	Contemporary	4,850 \$
7776	Silhouette N°4	Contemporary	5,550 \$
7777	Silhouette N°5	Contemporary	5,550 \$
8746	Single Teepee	Custom Items	11,000 \$
7257	SlideNuk	Poolplay	14,850 \$
106371-304L	Smartpoint No 1, Bollard Activator	SmartPoint	20,360 \$
106353-304L	Smartpoint No 1, Foot Activator	SmartPoint	20,110 \$
105270-304L	Smartpoint No 4 Foot Activator	SmartPoint	11,910 \$
105324-304L	Smartpoint No 4, Bollard Activator	SmartPoint	12,210 \$
105451-304L	Smartpoint No 4, Brass Pipe Foot Activator	SmartPoint	13,360 \$
105475-304L	Smartpoint No 4, Brass Pipe, Bollard Activator	SmartPoint	13,710 \$
7217	Snail N°4	Toons	9,000 \$
7213	Snake N°1	Toons	11,000 \$
7214	Snake N°2	Toons	11,550 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

Released February 2026



Product Number	Product Name	Collection	USD \$ Price
SP4S	Solar Post	Smartpoint N°4	7,000 \$
0324	Sparkle N°1	Ground Sprays	950 \$
7653	Spider	Toons	54,900 \$
7674	Spidey Spray N°2	Ground Sprays	950 \$
7799	Spiroo	Contemporary	3,700 \$
7604	Splash Five	Classic	22,050 \$
7603	Splash Trio	Classic	13,300 \$
7516	Split Stream	Ground Sprays	950 \$
0201	Spray Cannon	Classic	8,850 \$
0519	Spray Loop	Classic	5,100 \$
8654	Spray Loop-Custom Graphic Panel	Classic	7,000 \$
3002	Spraylink™ Arch	Spraylink™	450 \$
3006	Spraylink™ Bloom	Spraylink™	500 \$
3053	Spraylink™ Box	Spraylink™	5,850 \$
3056	Spraylink™ Curve	Spraylink™	1,600 \$
3058	Spraylink™ Cylinder	Spraylink™	3,200 \$
3004	Spraylink™ Fan	Spraylink™	550 \$
3007	Spraylink™ Fountain	Spraylink™	500 \$
3008	Spraylink™ Funnel	Spraylink™	650 \$
3005	Spraylink™ Geyser	Spraylink™	500 \$
3000	Spraylink™ Jet N°1	Spraylink™	450 \$
3001	Spraylink™ Jet N°2	Spraylink™	500 \$
3009	Spraylink™ Podspray	Spraylink™	650 \$
3062	Spraylink™ Quad N°1	Spraylink™	2,350 \$
3063	Spraylink™ Quad N°2	Spraylink™	1,800 \$
3064	Spraylink™ Quad N°3	Spraylink™	1,800 \$
3065	Spraylink™ Quad N°4	Spraylink™	1,800 \$
3003	Spraylink™ Split	Spraylink™	450 \$
3060	Spraylink™ Team N°2	Spraylink™	2,100 \$
3061	Spraylink™ Team N°3	Spraylink™	2,100 \$
3054	Spraylink™ Tunnel N°1	Spraylink™	1,500 \$
3055	Spraylink™ Tunnel N°2	Spraylink™	2,900 \$
3050	Spraylink™ Wall N°1	Spraylink™	1,500 \$
3051	Spraylink™ Wall N°2	Spraylink™	2,650 \$
3057	Spraylink™ Wave	Spraylink™	2,650 \$
3052	Spraylink™ Zig-Zag	Spraylink™	4,350 \$
3059	Spraylink™Team N°1	Spraylink™	2,100 \$
1120	Sprig N°1	Watergarden	5,950 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List

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Product Number	Product Name	Collection	USD \$ Price
1121	Sprig N°2	Watergarden	5,950 \$
7578	SunSpray N°1	Classic	9,350 \$
0130	SuperSplash N°2	Classic	48,250 \$
0136	Superwave	Classic	49,150 \$
7263	Tall Grass N°1	Watergarden	5,050 \$
7264	Tall Grass N°2	Watergarden	5,800 \$
7640	Team Spray N°1	Ground Sprays	5,350 \$
0328	Team Spray N°3	Ground Sprays	3,500 \$
8852	Tractor Loop	Custom Items	20,050 \$
0220	Tube N°1	Classic	5,800 \$
7216	Turtle N°2	Toons	8,750 \$
7242	Twinsplash	Classic	17,250 \$
0114	Umbrella	Poolplay	11,150 \$
7275	Dynamik N°1	Vectory™	5,300 \$
7276	Dynamik N°2	Vectory™	6,150 \$
7277	Tactik	Vectory™	5,300 \$
7279	Link N°1	Vectory™	5,300 \$
7284	Link N°2	Vectory™	8,600 \$
7280	Hyperlink	Vectory™	7,000 \$
7278	Reflex	Vectory™	12,300 \$
7281	Deflex	Vectory™	14,300 \$
7282	Apex	Vectory™	20,450 \$
7283	Vertik	Vectory™	5,300 \$
7288	Epik N°1	Vectory™	29,700 \$
7289	Epik N°2	Vectory™	29,700 \$
7784	Vine	Watergarden	12,650 \$
0302	Wall Spray	Ground Sprays	1,100 \$
0322	Water Bloom N°1	Ground Sprays	800 \$
0329	Water Bloom N°2	Ground Sprays	950 \$
7010	Water Jelly N°1	Ground Sprays	1,100 \$
7032	Water Jelly N°3	Ground Sprays	3,200 \$
7126	Water Journey - Drain Basin	Water Journey™	2,850 \$
7125	Water Journey - Flow Basin	Water Journey™	6,750 \$
7139	Water Journey - Flow Source	Water Journey™	5,200 \$
7120	Water Journey - Labyrinth	Water Journey™	50,050 \$
7138	Water Journey - Press & Flow	Water Journey™	8,350 \$
7121	Water Journey - Race	Water Journey™	31,100 \$
7122	Water Journey - Tide Pool	Water Journey™	27,850 \$

EXHIBIT TO RESOLUTION

Vortex US Dollar 2026 Price List
Released February 2026



Product Number	Product Name	Collection	USD \$ Price
0304	Water Tunnel N°1	Ground Sprays	3,800 \$
0309	Water Tunnel N°2	Ground Sprays	2,400 \$
7641	Water Tunnel N°3	Ground Sprays	4,150 \$
0318	Water Wall N°1	Ground Sprays	3,350 \$
7581	Waterbug N°2	Classic	7,000 \$
7582	Waterbug N°3	Classic	7,000 \$
0327	Wave	Ground Sprays	1,100 \$
0326	Wave - Wall Mounted	Ground Sprays	1,100 \$
7601	Wolf Cannon	Toons	9,700 \$

Price list is presented in good faith, Vortex makes no warranties as to the completeness or accuracy of this information. Vortex has no liability for any errors or omissions in the pricing. Vortex reserves the right to modify prices at its discretion.

*All above ground feature pricing is based on powder coated finish & includes safeswap anchors
 (With exception of Playnuk No.2 to No.6)*

EXHIBIT TO RESOLUTION

EXHIBIT "B" INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

QUOTE

EXHIBIT TO RESOLUTION

Exhibit "C"



Account Name: City Of Lake City - FL
 Project Name: 45286-Lake City Splashpad - FL
 Project ID: 45286
 Bill To Name: City Of Lake City - FL
 Bill To Address: 205 N Marion Ave
 Lake City, FL 32055-3918
 USA
 Contact Name: Brenda Karr
 Phone: 386-758-5407
 Email: KarrB@lcfla.com

Created Date: 5/28/2026 10:57 AM
 Quote Number: QUO-35811-Y4Y9W9
 Quote Name: Version C WDS + Install (NPP)
 Prepared By: Brian Sonney
 Email: bsonney@vortex-intl.com
 Cooperative Purchasing: NPPGOV contract #2510

VOR	Product No.	Product Name	Description	QTY	List Price	Total Price
1- Play Products					137,250.00	137,250.00
0623	148672-304L	ACTIVATOR NO5 (SW, PC)		1	4,200.00	4,200.00
8493	105544-304L	OAK TREE (SW, PC)		2	25,150.00	50,300.00
0305	101461-304L	DIRECTIONAL JET N°1 (EM)		2	600.00	1,200.00
0301	103711-304L	GEYSER N°1 (EM)		3	650.00	1,950.00
7512	101126-304L	JET STREAM N°1 (EM)		2	650.00	1,300.00
0325	101125-304L	JET STREAM N°2 (EM)		4	950.00	3,800.00
7657	103457-304L	LEAF N°2 (SW,PC)		1	9,300.00	9,300.00
7672	101080-304L	LEAF N°3 (SW,PC)		1	15,800.00	15,800.00
7217	102639-304L	SNAIL N°4 (SW,PC)		1	9,000.00	9,000.00
7578	102441-304L	SUNSPRAY No1 (SW, PC)		1	9,350.00	9,350.00
0220	102260-304L	TUBE NO1 (SW,PC)		2	5,800.00	11,600.00
7242	100241-304L	TWINSPLASH (SW,PC)		1	17,250.00	17,250.00
7010	102106-304L	WATER JELLY N°1 (EM)		2	1,100.00	2,200.00
2- Water Management System and Controls					38,426.30	38,426.30
2- Water Distribution System 'WDS'						36,676.30
		WDS ECCC 2.0 BFP PR 20V 2X2" FT MaestroPro 120V BLV	ECCC 2.0 Cabinet Mounted Flow Through Configuration Inlet: 2 x 2" Supply Lines Outlet: 20 x 1" Line with Solenoid and Ball Valve Controller: MaestroPro 24/12-O/I 120VAC/60Hz LTE Cell Module: AT&T Includes: 2 x 2" Backflow Preventer Includes: 2 x 2" Pressure Regulator	1		
4- Drains						1,750.00
1004	103080-304L	PLAYSAFE DRAIN N°4 (EM,PC)	PLAYSAFE DRAIN N°4 (EM,PC)	1	1,750.00	1,750.00

5- Discount					(23,607.57)	(23,607.57)
	12010	Buying Group - Products		1	(8,783.82)	(8,783.82)
	12020	Buying Group - Services		1	(14,823.75)	(14,823.75)
6- Services					302,775.00	302,775.00
14010	14010	Installation Fees		1	296,475.00	296,475.00
13090	13090	Bond Fees		1	6,300.00	6,300.00
7- Installation Kits					0.00	
	101143-304L	INSTALLATION KIT #SAFESWAP NO1		5		
	101146-304	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1		
	101474-304L	INSTALLATION KIT #HEAVY DUTY SAFE SWAP No 1		2		
	103534-304	INSTALLATION KIT FOR GROUND EQUIPEMENT		39		
	103543-304L	INSTALLATION KIT #SAFESWAP NO2		3		
	102313	TOOL KIT #0 :		1		
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1		
	100308	TOOL KIT #28:RIV-VOZZLE TOOL		1		
	102301-304L	TOOL KIT #3 : 2 PIN KEY_WELDING		1		
	100300-304L	TOOL KIT #88: LEAF SPRAY NOZZLE KEY_WELDING		1		
	102305-304L	TOOL KIT #123: POD SPRAY KEY_WELDING		1		
	100307	TOOL KIT #2 :NOZZLE TOOL		1		
8- Parts					1,150.00	1,150.00
1004	105435-304L	PLAYSAFE DRAIN NO.4 – STRAINER BASKET – PASSIVATION		1	1,150.00	1,150.00
9- Transport					7,765.00	7,765.00
19030	19030	Freight Fee		1	4,430.00	4,430.00
19020	19020	Embed Freight Fee		1	1,135.00	1,135.00
18020	18020	Packaging Fee		1	2,200.00	2,200.00

Additional Information

Install prices are based on utilities being within 10' of the splashpad

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	176,826.30
Discount:	(23,607.57)
Services:	302,775.00
Transport:	7,765.00
Subtotal:	463,758.73
Total:	463,758.73
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product >\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45

Services Payment Terms: Installation: 25% mobilization prior to start of installation, 75% progressive payments

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Installation Charges

Please note: Installation fees are an estimate at the time of quoting and is subject to change without notice. Vortex reserves the right to adjust the installation fees quoted above.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Storage Fees and Delivery Date

Once a delivery date has been confirmed and communicated by Vortex, it shall be deemed final and binding. Any request to modify the confirmed delivery date must be submitted in writing and is subject to Vortex's prior written approval. Vortex reserves the right, at its sole discretion, to decline such requests.

If the Customer is unable or unwilling to accept delivery on the confirmed date, storage fees will apply. Such fees will be the greater of \$2,500 or 3% of the total product value per month, calculated from the original delivery date. All storage fees are the sole responsibility of the Customer and must be paid in full prior to the release and shipment of the order.

Pricing

All pricing provided by Vortex is valid for shipments scheduled within the same calendar year in which the quote is issued. Should the shipment, at the Customer's request, be delayed into the following calendar year, the order will be subject to revised pricing in accordance with Vortex's then-current price list. Any exceptions to this condition require prior written approval from Vortex. Vortex reserves the right, at its sole discretion, to decline such requests.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

QUOTE

EXHIBIT TO RESOLUTION



X

Name

Title

Construction Agreement

The Owner and the Contractor agree as follows:

Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described in the statement of work appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in hereof.

Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above and will give Contractor written notice to commence work. Contractor will commence work after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the "Guaranteed Events") shall occur no later than the date specified (the "Guaranteed Completion Dates"), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Force Majeure Event

Owner and Contractor are aware of the ongoing pandemic known as COVID-19, and acknowledge that delays, additional costs, or both may occur as a result and are not the responsibility of the Contractor. If Contractor is delayed at any time in the commencement or progress of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from COVID-19, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum. Such causes may include but are not limited to labor shortages or unavailability of workers, supply chain disruption, inability of personnel to work due to federal, state or local executive orders, subcontractor delays or increased costs, unusual delays in deliveries, delayed inspections or permit approvals, material or equipment cost increases or delays, import delays, and other similar causes beyond Contractor's reasonable control.

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, "Force Majeure Event", shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God", and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.

Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes for any utilities, public agencies, or governments other than herein provided.

Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section "Termination for Default by Contractor" of this Agreement.

Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

Extra Work & Deviations from Original Contract Work

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Allowances

If the contract price, as hereinabove defined, includes allowances of any kind, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or;
 - b. Commercial General Liability: Each occurrence limit \$1,000,000; Personal & Advertising injury limit \$1,000,000; Products completed operations aggregate limit \$1,000,000; General aggregate limit \$2,000,000
2. Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident \$1,000,000 each accident; injury by disease \$1,000,000 policy limit; bodily injury by disease \$1,000,000 each employee.
3. Commercial Auto Coverage: Auto liability limits of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.

Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work ("Primary Warranty Period"), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

Termination for Convenience by Owner

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events ("Contractor Events of Default"):

- (a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates.
- (b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement.
- (c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and
- (d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses (a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.

Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, though, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

Concealed Conditions

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same.

Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

Clean Up

It shall be Contractors responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi--legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor

Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.

QUOTE

EXHIBIT TO RESOLUTION



Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

Initial Here

Statement of Work Details

Project Information

Opportunity Name	45286-Lake City Splashpad - FL
Opening Date	11/27/2026
SOW Type	Flow Through
Receive Shipment by Sub Contractor	No
Number of Mobilizations	2

Splashpad Information

Square Feet	2486
Quantity of Embeds	24
Quantity of LEDs	0
Quantity of Activators	1
Quantity of Drains	1
Water Journey	0

System Information

WQMS Type	
Electrical Input	120V, 1ph
Controller	MaestroPro
# 1.5" Lines (Manifold)	
# 2" Lines (Manifold)	2
# 4" Lines (Manifold)	

Specified Distances

Splashpad Perimeter	Specified distance	
Distance to WMS	10	The "Specified Distance" is the assumed distance between the Water Management System and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.

Distance to Sewer	10	The "Specified Distance" is the assumed distance between the sewer connection and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Water Line	10	The "Specified Distance" is the assumed distance between the Water supply line and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Electrical Panel	10	The "Specified Distance" is the assumed distance between the main electrical panel feeding the splashpad and the Vortex Control Panel. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Storm (if Rainwater Diverter included)		The "Specified Distance" is the assumed distance between the Rainwater Diverter and the storm drainage connection. If the actual distance exceeds what is specified, additional material cost will be charged to Client

Permits Included

Building Permit	No	If Yes, Vortex is responsible for the Building Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Plumbing Permit	Yes	If Yes, Vortex is responsible for the Plumbing Permit submittals and paying associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Sewer Permit	No	If Yes, Vortex is responsible for the Sewer Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Electrical Permit	Yes	If Yes, Vortex is responsible for the Electrical Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Health Permit	No	If Yes, Vortex is responsible for the Health Department submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.

Plumbing Information Included

Pressure Lines	Yes	If Yes, Vortex is responsible for: <ul style="list-style-type: none"> • Il plumbing connections as necessary for the splashpad operation • Supply and install PVC SCH80 piping for all pressured lines from manifold to features locations. • Supply and install all suction lines for WQMS system if applicable. • Complete pressure test of all pressured lines.
Non-Pressure Lines	Yes	If yes, Vortex is responsible for supply and installation of drain lines for splashpad and drain pit as required
Backflow Preventer	Yes	If yes, Vortex is responsible for supply and installation of Pressure regulatorbackflow preventer. supply and installation
Pressure Regulator	Yes	If yes, Vortex is responsible for supply and installation of Ppressure regulator. supply and installation

Inspections Included

Pressure Test	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Bonding/Rebar	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Electrical	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Plumbing	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Compaction Test	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.

Sewer	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
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Concrete Scope Included

Form, Place, Finish	Yes	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 6" thick concrete slab for splashpad area with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed Form, place and finish concrete slab of splashpad area as per final design • Form, place and finish all concrete slabs and collars necessary to support and secure components as system requires (Vault, dome, debris trap, water containment system) • Expansion joints or saw cuts every 10' for the concrete slab • Established grade of 2% slope to center drain and 1-2% slope back to drain pit. • 6" thick concrete slab for mechanical room with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed (If building provided by Vortex) • Supply drain pit for WMS (Cabinet, Vault, Domepack) • Form and place drain pit for mechanical room (If building provided by Vortex) • Medium broom finish on all exposed accessible concrete
Seat wall	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Form, place and finish concrete seat wall if applicable to the dimensions of the plans with 4000 psi concrete mix and #3 reinforcing bars @ 12" c/c both directions
Painted Concrete	No	If yes, Vortex is responsible for the supply and application of painted concrete.
Colored Concrete	No	If yes, Vortex is responsible for the supply of colored concrete. Customer to note that pricing is dependent on colors selected. A change of color might result in additional charges to customer
Soft Surfacing	No	If yes, Vortex is responsible for the supply and application of soft surfacing.

Excavation and Backfill Scope Included

Splashpad Area	No	<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • Excavation of topsoil at a maximum of 6" below grade, proof compact sub-grade for the splashpad area • Backfill and compaction of all excavated areas • Excavation and backfill of trenches for pipelines as required • Excavation and backfill for water containment system and debris trap, as per design
Mechanical Room	No	If yes, Vortex is responsible for excavation and proof-compact mechanical room area (If building provided by Vortex)
Tank and Debris Trap	No	If yes, Vortex is responsible for excavation and backfill for water containment system and debris trap, as per design.
Haul-off Excavated Soil	No	If yes, Vortex is responsible for hauling off unused excavated soil

Electrical Scope Included

Power to Vortex Panel	Yes	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner).
Power to WQMS	No	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner)
Bonding of Vortex Equipment	Yes	If yes, Vortex is responsible for bonding of Supply and install bonding for all features and pump equipment.
Not Included		Breakers needed in the electric panels are the responsibility of the Client

Vortex Equipment Installation Included

Anchors	Yes	If yes, Vortex is responsible for the installation of all safeswap anchors, ground sprays and piping to final grade
Play Features	Yes	<ul style="list-style-type: none"> • If yes, Vortex is responsible for the installation of features.

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EXHIBIT TO RESOLUTION



Water Journey	No	If yes, Vortex is responsible for: <ul style="list-style-type: none"> • Supply and place 3000 psi concrete mix with reinforcing bars 4 x #3 and #3 ties @ 12" c/c for each pilaster (Ø18" at specified depth) • Supply and place all plumbing connection as necessary for the Water Journey operation • Supply and place all electrical connections as necessary for Water Journey operation • Installation of the water journey and caulking of pre-cast slabs
Water System	Yes	If yes, Vortex is responsible for: <ul style="list-style-type: none"> • Installation and connection of the manifold in mechanical room or water distribution system • Installation of WQMS/WDS system as required

Other Included Services

Trash Bin	No	If yes, Vortex is responsible for providing trash bins the construction area.
Temporary Fence	No	If yes, Vortex is responsible for supply and installation of temporary fences around the splashpad construction area.
Supply Chemicals	No	If yes, Vortex is responsible for the supply of necessary chemicals required for the startup and commissioning of the system.
Filter Sand	No	If yes, Vortex is responsible for the supply of necessary filter sand for the startup and commissioning of the system
Hose Bib	No	If yes, Vortex is responsible for the provision and installation of the hose bib.
Secure Storage	No	If yes, Vortex is responsible for the onsite secure storage of Vortex equipment.
Restroom	No	If yes, Vortex is responsible for the provision of temporary on-site restrooms for the duration of the construction
Electrical Breakers	No	If yes, Vortex is responsible for supply and installation of all electrical breakers need for Vortex equipment. Client to ensure main electrical panel has capacity and space needed for the breakers.
Landscape Repairs	No	If yes, Vortex is responsible for the repair Repair of any damages to the surrounding landscape
Install Supervision	No	If yes, Vortex is responsible for supervising the installation. Please review the Vortex Installation scope of work.
Elevations Install	No	If yes, Vortex is responsible for the installation of the elevations.
Waterslide Install	No	If yes, Vortex is responsible for: <ul style="list-style-type: none"> • Installation of steel columns, support arms and brackets. • Installation of towers, stairs, and canopy. • Installation of fiber glass slide

Special Notes and Requirements

Inclusions General Items

- Participation to pre-construction, project updates and safety meetings as required (Via Teams/Zoom video conference calls or audio calls)
- The installation work includes a maximum of 2 on-site mobilizations for the completion of project
- Unloading of Vortex equipment, provided only if the site is ready for installation when the products are shipped
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction

Customer's Responsibility & Exclusions from Vortex' Scope of Work

- All necessary permits for the required work unless specified otherwise
- All inspection fees (Rebar, plumbing, electrical, sewer, compaction) unless specified otherwise
- Geotechnical soil reports and materials/compaction testing
- Customer needs to ensure that all footings shall rest on Homogeneous layer of undisturbed soil or engineered backfill with a minimum allowable bearing capacity of 100 KPA (2000 PSF) and maximum differential settlement of 19 mm (0.75"). All organic material shall be removed. (applicable for Waterslide installation)
- Site survey and location of reference points (Datum) and elevation
- Grading plans, Erosion and control plans, Storm water management plans and landscaping plans
- Sewer or water tap fees, if required
- Water or electrical meter fees, if required
- Additional requirements set forth by the local health department and/or code enforcement not previously agreed upon as of the date of this estimate
- Additional electrical requirements if the existing power supply system is not sufficient to handle the electrical requirements
- Additional plumbing requirements if the existing water supply, waste water line and/or storm drain is not sufficient or within the parameters established
- Installation of anchors (applicable for Waterslide installation)
- Installation of Concrete Footings (applicable for Waterslide installation)
- Grouting under columns and steel structure. (applicable for Waterslide installation)
- Water supply piping, including brackets required to support water pipes to the structure. (applicable for Waterslide installation)
- Engineering & sizing of water recirculation system. (applicable for Waterslide installation)

- Laydown area and adequate access to work areas shall be provided to Vortex installers.
- Demolition of any existing concrete, pass, parking areas, features or structures
- Tracking pads and/or access roads to the construction site
- Removal and handling of contaminated/stained or unsuitable soil, or buried obstructions
- Final landscaping (grading, seeding, sod, shrubs, silt socks, etc.)
- Dry play park products purchase and installation
- Benches, tables and shades purchase and installation
- Drain pit form and place in customer supplied mechanical room

Other clauses that may incur additional expenses to be borne by the client:

- Any location or relocation of underground utilities and/or irrigation piping is the responsibility of the owner or its agent. If any utilities encountered and not identified by the local utility providers requires relocation or modification, it is the responsibility of the owner or its agent and no cost shall be borne by Vortex for such work.
- SUB-SURFACE CONDITIONS: Owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or poor soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.
- It is assumed that the site does not necessitate the use of a concrete pump truck. If concrete pump truck is needed, Owner shall absorb all associated costs.
- Installation and construction to occur during normal daytime business hours, not including holidays. It is assumed that there is no restrictions on workdays and work hours.
- This contract includes a definite number of mobilizations (see inclusions), any mobilization beyond the contracted amount mentioned herein is subject to a \$3,500.00 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex USA Inc. may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time.
- Vortex USA Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage required for specific projects above Cicero's norm is not included in this proposal.
- A Performance and Payment Bond is not included in the price of this contract unless specifically included in the quote. This cost would be determined if bond is a requirement and price or design adjusted accordingly. Bond typically costs 5% of the total project.

QUOTE

EXHIBIT TO RESOLUTION



Signature

Title

Printed Name

Date