DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

Solicitation Number: RFP #031622

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ForeverLawn Inc., 8007 Beeson Street NW, Louisville, OH 44641 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

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

22. CANCELLATION

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

Sourcewell	ForeverLawn Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Derek Karmie BAF77F0212F247D...
By: _____	By: _____
Jeremy Schwartz	Derek Karmie
Title: Chief Procurement Officer	Title: SportGrass Brand Leader
Date: 5/23/2022 | 2:22 PM CDT	Date: 5/24/2022 | 8:50 AM PDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 5/24/2022 | 11:02 AM CDT

DocuSign Envelope ID: CF809D53-F749-4B05-94EF-D55FA0F5ECC4

RFP 031622 - Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

Vendor Details

Company Name:	ForeverLawn Inc.
Address:	8007 Beeson St. Louisville, OH 44641
Contact:	Kevin Kinsley
Email:	kevin@foreverlawn.com
Phone:	330-499-8873
Fax:	330-499-8873
HST#:	03-0540541

Submission Details

Created On:	Thursday February 03, 2022 09:39:32
Submitted On:	Wednesday March 16, 2022 14:22:57
Submitted By:	Kevin Kinsley
Email:	kevin@foreverlawn.com
Transaction #:	623ad16a-782f-4ad4-afe3-33aea4008420
Submitter's IP Address:	32.132.43.46

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ForeverLawn Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or DUNS number:	DUNS 15-234-8103	*
5	Proposer Physical Address:	8007 Beeson Street NW Louisville, OH 44641	*
6	Proposer website address (or addresses):	www.foreverlawn.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Derek Karmie - SportGrass Brand Leader 8007 Beeson Street NW Louisville, OH 44641 derek@foreverlawn.com (330) 499-8873	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Enos - HR Manager 8007 Beeson Street NW Louisville, OH 44641 amy@foreverlawn.com (330) 499-8873	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Kinsley - Playground Grass Brand Leader 8007 Beeson Street NW Louisville, OH 44641 kevin@foreverlawn.com (330) 499-8873	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	ForeverLawn® improves spaces and communities through innovative synthetic grass solutions. Beginning in 2004 as the daring entrepreneurial venture of two brothers, ForeverLawn has consistently led the synthetic turf industry through groundbreaking approaches to products and practice. As the premium choice for synthetic surfacing, each product is engineered to solve unique consumer needs and desires while maintaining superior standards and natural aesthetics. Today the company services over eighty localized markets through their dealer network, with an impressive regional, national, and international project portfolio.	*
11	What are your company’s expectations in the event of an award?	In the event of an award, we will notify our network of 80+ exclusive dealers throughout the United States and Canada and provide education and support regarding the use of the Sourcewell purchasing contract. As one of the fastest-growing companies in the artificial turf industry, we currently perform a substantial amount of work in all of the qualifying sectors (government, education and nonprofit) and expect that by offering the Sourcewell purchasing contract, we will increase sales of athletic surfacing in these sectors. This will in turn lead to overall growth for our brand and increased visibility and opportunity across the United States and Canada for both Sourcewell and ForeverLawn.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Co-founders Brian and Dale Karmie left the computer software industry in 2002 to chase an opportunity in the synthetic turf industry, moving from northeastern Ohio to Albuquerque, NM. Unlike many companies that have grown from a top-down approach, Brian and Dale started from the ground up (literally) by selling and installing turf. Their desire to create truly unique and innovative products led to rapid and sustained growth, and ForeverLawn has consistently led the synthetic turf industry since their inception in 2004. ForeverLawn has posted an average of 26% annual growth for 10 consecutive years. ForeverLawn hit its highest growth rate in 2021, increasing 36% and estimating $90 million in total retail sales. This growth has led to consistent hiring within our Home Office team as well as dealership expansion nationwide. Attached are our Balance Sheet and Profit and Loss Statements for 2021, along with reference letters from our partners and our primary bank. You will see from the documents attached that our finances are secure and in good standing. ForeverLawn, Inc. has grown tremendously recently, with a 60% annual sales increase in 2021. We look forward to partnering with Sourcewell to increase our volume even higher.	*
13	What is your US market share for the solutions that you are proposing?	Based on industry research market share data, we are proposing below 5%. As a premium brand ForeverLawn is focused on quality installations, and superior customer service and less concerned with volume or market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	0%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the data of submittal, ForeverLawn has never filed petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ForeverLawn is both a manufacturer and dealer of premium synthetic turf. We recognize the value of 20 years of learning, growing and innovating in our industry. Work in quality, integrity and innovation. Made in the USA. quality - industry leading warranty, all nylon thatch layer, antimicrobial, anti-static protection, first company to be ADA accessible standards and fall height standard for playgrounds. Industry leading Closed Loop Warranty System. integrity innovation - superior construction with premium backing As the industry innovator, ForeverLawn is committed to developing and manufacturing superior products that continuously define the future of synthetic grass. As a flourishing enterprise rooted in Christian business principles, ForeverLawn offers tremendous business opportunities dedicated to helping others find freedom and spread quality work throughout their communities. These guidelines have led ForeverLawn through immense growth, and the company now extends to over 80 regional, independently owned dealerships throughout North America in addition to an established Home Office in Louisville, Ohio. ForeverLawn operates exclusively through this dealer network, a framework which supports each dealership as an independent business and represents the highest quality individuals operating with exclusive rights to provide ForeverLawn products to their communities. Each dealer agrees to exclusively provide ForeverLawn synthetic grass products—making the success of ForeverLawn in each territory a priority instead of another option among many. The growth and success of the ForeverLawn dealer network can be attributed to the people of integrity throughout this network paired with the commitment ForeverLawn, Inc., makes to each of its dealers. ForeverLawn intentionally onboards dealers who embody exemplary character, and thus can confidently service their communities with excellence. While the new dealer process is selective, ForeverLawn in turn offers a variety of support unmatched in the industry. Dealers work side-by-side with experienced ForeverLawn installation experts to learn our unique, proven installation methods paired with unlimited access to the Home Office Installation Support Team. This provides dealers with expertise on all project types, regardless of their length of operation. Dealers and their team members also receive a variety of professional development resources, including 24/7 cloud-based access to ForeverLawn assets and in-person intensive trainings on business practices, sales, installation, and marketing. The ForeverLawn network also draws upon the knowledge of Brand Leaders, offering expertise for each specific brand/vertical market. ForeverLawn also provides requirements and incentives for dealer performance through an Annual Minimum Requirement (AMR) and Preferred Performance Level (PPL), which rewards dealers for exceptional performance in a calendar year. To assist in reaching these goals, the ForeverLawn Home Office offers support throughout the entirety of a project's process—including marketing, sales, business operations, installation, culture creation, and more. In addition, ForeverLawn employs a Home Office Sales Team (HOST), dedicated to assisting customers in locations currently outside of dealership territory. All HOST sales are done in collaboration with dealers, and ForeverLawn has committed to complete every HOST sale through a nearby dealership. This maintains a strong relationship between the Home Office and dealer network, while also better servicing customers by extending and strengthening ForeverLawn's overall reach. HOST members serve as the main point of contact for all National Accounts, agreements which extend nationwide and/or across multiple territories. One of our HOST members will serve as the main point of contact for Sourcewell, servicing relationships and opportunities presented through the platform. As an organization with international presence, ForeverLawn, Inc.'s overall strategy and efforts benefits all dealerships--just as a rising tide raises all ships. Beyond building brand awareness, these efforts include a variety of educational efforts, including architectural resources (such as Lunch-n-Learns, AEC Daily, Ron Blank & Associates) which are free and available to all customers, as well as relational efforts with playground representatives, park services, multi-facility owners, and more. Forever Lawn is also part of the Synthetic Turf Council (STC), with multiple members from the Home Office and our dealer network contributing to board leadership—showcasing ForeverLawn's commitment to giving back and improving spaces we enter, even as we benefit from participation in these places.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ForeverLawn is a Synthetic Turf Council Certified Builder. This program reviews a turf company's work and references to ensure consistent quality across projects. ForeverLawn maintains this certification through a team of well-seasoned installation experts, who are familiar with ForeverLawn products, practices, and the local terrain. These certified installers are part of the ForeverLawn team and provide an ownership of the project not possible with typical traveling installation teams. At a dealership level, we provide certifications for a variety of internal training and education programs spanning sales, company and product knowledge, installation procedures, and more. Our training library is updated throughout each year, adding in-depth knowledge on new facets as our business and personnel expands. Team members start this certification process during onboarding and are encouraged to obtain additional certifications as they are available.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	As of the date of this submittal. ForeverLawn certifies to the best of its knowledge and belief, ForeverLawn has not been listed by any state or federal authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our capacity to perform hereunder.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	There are many reasons why we at ForeverLawn innovate products the way we do. Thoughtful design and superior construction are a big part of our product origination process. New products come from a need to solve problems and from our customers pain points. Product innovations are new solutions that solve unmet user needs they have and often don't know they have. Inspiration can come in any form, be it an issue a residential customer may have at their home or a commercial site where a clever solution is needed. ForeverLawn works to solve specific problems and issuing unique solutions for both, and in doing so has been awarded a variety of honors and awards, including: *Canton Regional Chamber of Commerce, Stark County Ohio, 2018 Entrepreneur of the Year along with 2022 Business Excellence Award. *Synthetic Turf Council member for 14 years, and council officer(s) Dale Karmie (owner) and Marketing Manager. ForeverLawn has had recognition in many areas including LEEDS, attached in the documents section(WMBE/MBE/SBE or related certificates) of this bid are links to various articles and press releases ForeverLawn had been noted.	*
20	What percentage of your sales are to the governmental sector in the past three years	Throughout fiscal years 2019-2021, ForeverLawn sales to U.S. governmental sector have remained consistent, representing 2% of overall revenue. This sector continues to grow through our innovative playground and landscaping technology.	*
21	What percentage of your sales are to the education sector in the past three years	Throughout fiscal years 2019-2021, ForeverLawn sales to U.S. education sector have remained consistent, representing 3% of overall revenue. This sector continues to grow through our innovative playground and landscaping technology.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ForeverLawn has been a proud member of the H-GAC purchasing contract since 2016. Our total H-GAC sales volume for the past three years is $1,167,807.64	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ForeverLawn does not currently hold a GSA contract or have any Standing Offers or Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Malone University	Robert Dean	330.471.8237	*
Norton High School	Rob Howerton	330.706.2702	*
Pro Football Hall of Fame	Clint Fetty	614.208.8755	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
County of Hillsborough	Government	Florida - FL	Artificial turf and other athletic surfacing installation and associated construction	$5,000 to $2,000,000	$5,000,000+	*
MG3 Group	Education	Florida - FL	Artificial turf and other athletic surfacing installation and associated construction	$25,000 to $600,000	$1,500,000	*
Metro Christian Academy	Education	Ohio - OH	Artificial turf and other athletic surfacing installation and associated construction	$5,000 to $750,000	$800,000	*
Malone University	Education	Oklahoma - OK	Artificial turf and other athletic surfacing installation and associated construction	$5,000 to $600,000	$650,000	*
Haskell High School	Education	Oklahoma - OK	Artificial turf and other athletic surfacing installation and associated construction	$25,000 to $500,000	$700,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	We operate through an exclusive dealer network of more than 80 locations across the United States and Canada. Each of these dealers employ a sales staff that is sufficient to effectively service their territory. The number of individual salespeople within our dealer network is currently around 200 and growing at a rate of 20-30% per year. Our sales system was designed by renowned sales trainer, Laura Laaman, and consists of a sales presentation guide with an accompanying script. We provide extensive sales training for our dealers and their teams, including mandatory sales training as part of our onboarding process for new dealers, 3-4 in person sales training events per year featuring Laura, weekly webinars with sales content and an online training system with videos and quizzes. We utilize a sensory measuring device which integrates with our layout software to ensure accurate takeoffs and drawings can be created on site during the sales process. Our exclusive pricing matrix operates on an iPad and generates accurate pricing and signable sales agreements in just minutes. Our Home Office (corporate headquarters) is located in Louisville, OH, and employs a four-person Home Office Sales Team. This team specializes in servicing customers in areas where we do not have dealer coverage and manages our many national account relationships. This team collaborates with our dealer network to provide premium solutions for even those customers who fall outside our dealers' territories. Additional support for our dealers' sales efforts is provided by other teams at our Home Office, including our Dealer Support Team, specializing in business development, our Marketing Team and others. We have the largest direct sales network of any artificial turf company in the United States and are very well-positioned for continued rapid growth in both the United States and Canada.	*

27	Dealer network or other distribution methods.	We operate through an exclusive dealer network of more than 80 locations across the United States and Canada. Each of these dealers is a self-sustaining business with sales and installation capacity sufficient to effectively service their territory. The number of individual salespeople within our dealer network is currently around 200 and installation staff is around 500. We have the most extensive coverage of the United States of any company in our industry with 2-3x the coverage of other industry leaders. Our dealer network is adding new locations at a rate of 15-20% per year. This dealer network is supported by our Home Office (corporate headquarters), which is located in Louisville, OH. We have a staff of 75 individuals whose primary responsibility is serving and supporting our dealers and their teams. This Home Office consists of multiple smaller teams which provide specialized support for our dealers and their teams, from sales to installation, marketing to business development and more. Our Home Office support staff is by far the largest in our industry, both in terms of overall number of support positions and in the ratio of support positions to dealers. We take great pride in the quality and capability of our dealer network and provide extensive training and support to ensure that our dealers are properly equipped to provide the premium solutions and service that have become synonymous with the ForeverLawn brand. In addition to extensive initial training, we also offer 8-12 in-person sales training events per year covering a range of topics from installation and project management to sales and marketing. We host an annual conference every January, which registered over 300 attendees in 2022. We also offer on-site training and support for dealers in their local markets. In addition to these in-person training opportunities, we also conduct weekly educational and training webinars and provide high-quality online training for our dealers and their teams. To complement our dealer network, we also employ a four-person Home Office Sales Team. This team specializes in servicing customers in areas where we do not have dealer coverage and manage our many national account relationships. With our industry-leading dealer network coverage and Home Office support, we can provide specialized solutions and local installation support in a way that is unlike any other in our industry.	*
28	Service force.	Each of our more than 80 exclusive dealers have their own installation crews sufficient to service their territories. Our total installation force is around 400 and growing every year. Providing premium installations to accompany our premium products is paramount and we provide the most extensive installation support of any company in our industry. Our dealers' installation crews are supported by our Home Office (corporate headquarters) Installation Support Team, which is a team of 10 artificial turf installation and project management experts. In addition to mandatory installation training as part of our dealer onboarding process, this team hosts four in-person installation trainings per year and travels to provide on-site training and support for our dealers. In addition to premium installations, we prioritize the support of our customers after the initial installation. Our local dealer structure enables us to provide the best installations and ongoing support in the industry.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are directed to localized ForeverLawn Dealers, who work in close cooperation with the ForeverLawn Home Office. After reviewing blueprint specifications, our team designs a roll layout strategy with quotes for materials and labor. Our Order Processing Team cross checks all synthetic turf orders with our layout team to ensure that all details correct prior to pulling inventory or submitting to manufacturing. After orders are placed, the Order Processing Team coordinates freight to the project location.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ForeverLawn maintains one of the highest levels of customer service in the synthetic turf industry. ForeverLawn Dealers have a strong incentive to respond to customer inquiries as the reputation and viability of their business depends on it and are typically eager to connect with potential customers as soon as possible. All ForeverLawn Dealers are expected to respond to leads within 48 hours. The Home Office utilizes a variety of systems and processes to assist meeting this standard, including live phone transfers. The ForeverLawn Home Office also contributes to this effort by implementing follow up calls after the initial 48-hour period, ensuring that customers have been contacted and providing support to dealers in fulfilling customer requests. If a Dealer's lead follow-up percentage falls below 75% (as recorded through Salesforce, our Customer Relationship Management software), the Home Office contacts the dealer directly to identify any outdated processes or improvable systems. ForeverLawn is committed to premium customer service throughout every step of the sale and installation process.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ForeverLawn has over 80 exclusive dealers throughout the United States, a network that continues to expand steadily each year. ForeverLawn Dealers are entrepreneurs eager to grow their business through a proven system and excellent service. Due to a high level of project satisfaction, ForeverLawn Dealers consistently do repeat business with commercial contacts as well as residential customers.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ForeverLawn currently has 3 exclusive dealers in Canada, a number that has been growing over recent years. Our Canadian Dealers are eager to serve customers in any region of the country. The ForeverLawn Home Office plans to add more dealers throughout Canada to serve this growing market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ForeverLawn has no offshore contract requirements apart from freight and logistics. ForeverLawn has an exclusive dealer in Hawaii, and actively sells to Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ForeverLawn plans to market this contract opportunity both internally and externally, across a variety of platforms. This plan includes, but is not limited to: - ForeverLawn Dealer portal - ForeverLawn Dealer blog - External email marketing programs - Sales modules - Social campaigns - ForeverLawn brand websites and marketing materials, including Playground Grass, K9Grass, GolfGreens, SportsGrass, and ForeverLawn Landscape - Trade show signage - Marketing materials - Live sales training	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ForeverLawn leverages technology in every facet of our business. From a marketing standpoint we continually invest in developing strategy that leverages customer data to inform our vast set of marketing tactics including: - Website creation and evolution, with ongoing (monthly) content updates to our family of domains, including: foreverlawn.com, sportsgrass.com, playgroundgrass.com, k9grass.com, foreverlawnlandscape.com, golfgreens.com. - Social media presence, with over 20 active Home Office accounts on Facebook, LinkedIn, Pinterest, Instagram, and Twitter. ForeverLawn Dealers are also active on a variety of social platforms to promote their brands locally. - Salesforce cloud-based software, used to help develop and manage customer relationships. - Project location software and hardware, allowing us to communicate project details, such as measurements, with as much precision as possible. This allows us to create visual depictions and provides us the data needed to develop CAD files.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell provides a symbiotic opportunity, where one party's growth ideally contributes to the other party's growth as well. As such, we hope that Sourcewell will continue and expand active promotion and communication of its leveraging opportunities for key prospects in the U.S. and Canada. ForeverLawn will leverage the Sourcewell relationship to add a purchasing solutions procurement module to all sales training classes, conduct educational webinars within our dealer network, post information on our internal blog, leverage the Sourcewell logo on our family of websites (along with relevant printed marketing/advertising), and promotions through social outlets and email marketing.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	ForeverLawn does not offer an e-procurement system. All Forever Lawn product installations related to athletic projects require a ForeverLawn representative to review, validate, and/or recommend changes to reduce cost and maximize performance outcomes. This ensures quality standards are met throughout each step of the project, maximizing longevity of the installation.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At ForeverLawn, we have a focus on providing premium solutions for our customers. By providing a wide range of artificial turf and complementary products, ongoing maintenance and support and our premium Closed Loop Warranty, we can give our customers the most high-value solutions available. Premium Turf Products - We offer 40 different artificial turf products and have products suited for any application. For athletic applications, we offer 12 different products and also have the ability to create custom products to meet any needs the customer may have. Complementary Items - In addition to our artificial turf products, we offer a wide range of complementary items as well. We offer everything from safety pads and turf infill to portable pitching mounds and specialty tools Ongoing Maintenance and Support - Our local dealer network allows us to provide excellent ongoing maintenance and support for our customers beyond the initial installation. In the case of athletic fields, we will provide comprehensive maintenance twice annually, to reduce/eliminate the maintenance required of our customers and to ensure our fields are performing their very best. We can also provide maintenance equipment and training for any customers who may want to do their own maintenance. Closed Loop Warranty - Our Closed Loop Warranty links the customer directly to our Home Office (corporate headquarters) as the manufacturer of the artificial turf system. This eliminates the need of the customer to keep track of a paper warranty and ensures that they will always have easy access to their warranty information. It also makes our warranties fully transferrable in the event of a change of ownership. ForeverLawn has been a pioneer in quality and innovation since our founding in 2004 and will continue to lead the market in finding ways to provide the absolute best solutions for our customers.	*
41	Describe any technological advances that your proposed products or services offer.	Whether it is handling ground balls, ensuring the best footing, or delivering greater impact safety, the ForeverLawn SportsGrass team will work with you to design and custom-produce a field that fits your exact needs. SportsGrass® products are manufactured in the U.S., designed and built to precise specifications that enhance quality of play. We work closely with customers to understand their goals and desires, and guide customers to a ForeverLawn product that meets their needs. In some cases, we may manufacture a new product to meet client/project needs. Our Technological Advances include: - Innovative Product-based systems: both testing data and real-world performance have shown that product-based systems provide better performance without sacrificing safety, which equals a better long-term value. SportsGrass has engineered and refined both product- and infill-based systems, providing opportunities for customers to determine the right fit for their project and benefit from the SportsGrass experience. - Antimicrobial action: sports fields come into contact sweat, spilled drinks, blood, and other bacterial spills. By adding antimicrobial properties to the turf, bacterial growth can be restricted without hindering the play of the game. As SportsGrass blades undergo natural wear, more antimicrobial action is released. - Antistatic Technology: synthetic turf surfaces can build up static, causing shocks and potentially interfering with cochlear implants or other electronic devices. SportsGrass is the only turf on the market with the option to build antistatic technology into the blades	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ForeverLawn is a sustainable, eco-friendly solution for a variety of surfacing needs. ForeverLawn products are between 30-35% green by weight. Installed systems with rubber infill are between 60-65% green by weight. We also engage in a variety of eco-friendly initiatives, including: - Recycling: The multi-layered backing system in ForeverLawn® synthetic grass uses technology created from soybean plants, which are 100% renewable resources. The final backing layer is comprised of recycled plastic bottles from Project Yellowstone, an innovative recycling partnership with Yellowstone National Park. - Water conservation: Synthetic grass requires no water to maintain its beautiful appearance year-round. The Southern Nevada Water Authority estimates that every square foot of natural grass replaced saves 55 gallons of water per year. According to the Synthetic Turf Council, the estimated total amount of synthetic turf installed in North America annually conserves more than three billion gallons of water. - Chemical-free maintenance: Forever Lawn products eliminate the need for fertilizers, pesticides, and weed killers used to maintain natural grass. A perfectly-manicured field can be achieved with no mowing, seeding, or edging, which reduces emissions from lawn care equipment. - Environmental Stewardship- Synthetic grass helps steward a variety essential natural resource. ForeverLawn products require less water, eliminate pesticides and fertilizers, provide effective erosion control, and improve air quality by reducing emissions. - Recycling and synthetic turf: Where possible, ForeverLawn incorporates recycled and renewable components into the construction of our products. Additionally, ForeverLawn strives to look for innovative ways to repurpose used turf where possible.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ForeverLawn has partners with the capability to recycle our synthetic turf to create other useful products. Components of the recycled synthetic turf can be used to install many products in the ForeverLawn portfolio.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Started by the sons of Syrian immigrant Fred Karmie, ForeverLawn values equal opportunity for all in the workplace. Currently, 8 independent ForeverLawn dealerships are veteran-owned or WMBE—an aspect ForeverLawn is proud of and looks to continue increasing in the near future.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ForeverLawn has a very unique structure within the athletic surfacing industry. While most companies in the industry utilize regional sales reps and traveling or subcontracted installation crews, we instead operate on a local dealer network. We have over 80 dealers throughout the United States and Canada and each of these dealers services their local market with in-house sales and installation teams. This local dealer model allows us to provide our customers with more dedicated attention throughout the sales process to ensure we are providing the best solution for their needs. After the sale, our installation is performed by trained, in-house, local crews who specialize in the installation of ForeverLawn products and have a vested interest in the quality of the installation. After installation is complete, we provide excellent ongoing support for our customers, including free semiannual maintenance on any athletic fields. It is our goal to provide the best solutions and support in the industry and we have become known for premium products, installation and customer support.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	ForeverLawn offers superior product warranties covering all synthetic turf products manufactured by ForeverLawn, Inc., and tailored to each Vertical Market/product line. The ForeverLawn Closed Loop Warranty System (CLWS) is an advanced warranty tracking system recording vital information for each project including product type, installation date, and dye lot. Since the manufacturer's warranty is provided by ForeverLawn, Inc., and not the local dealer, the CLWS connects customers directly with the warranty provider in the event of a claim. The ForeverLawn Dealer Network offers, in conjunction with the ForeverLawn Closed Loop Warranty System, a minimum two-year warranty covering all aspects of synthetic grass installation performed by a ForeverLawn Dealer.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	ForeverLawn utilizes multiple platforms to inform customers of the proper ways to care for their synthetic grass purchases. Usage and maintenance guidelines can be found on all ForeverLawn websites, in the ForeverLawn Owner's Manual, and on ForeverLawn warranty documentation. ForeverLawn prides itself in offering the industry's best for product durability resiliency. Along with this, the ForeverLawn Owner's Manual outlines "Do's" and "Don'ts" for a customer's synthetic grass purchases. Usage cautions outlined in the manual include: • Do not expose the synthetic grass to direct high heat (fire, coals, hot equipment such as a lid from a grill or a weed whacker). ForeverLawn products are not flammable, and therefore do not pose a fire hazard; however exposure to high heat can curl or melt blades. • Don't mow or use power lawn care equipment on ForeverLawn. • Do not get paint on ForeverLawn products. • Avoid using harsh chemicals directly on ForeverLawn. While ForeverLawn warranties vary by product, they consistently do not cover the following: • Damage from misuse, abuse, or vandalism • Damage from external heat sources • Damage caused by vehicles or heavy equipment driving on the turf In all cases, ForeverLawn is available on a local and national level to help customers find best solutions should any issues arise with their finished project.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	ForeverLawn Inc. repairs or provide replacements for defective products or components at a cost to the purchaser/owner based on a proration chart specific to each product. This includes replacement product and re-installation labor of defective turf when installed by an exclusive ForeverLawn dealer. Example Proration Chart: (attached)	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	With over 85 regional Dealers throughout North America and a Home Office located in Ohio, ForeverLawn is never too far away to service customers. We are currently expanding our Dealership Network at a rate of 10+ new Dealers per year, with concentrated target areas in Canadian Providences. If a warranty repair is needed in a Canadian Providence that cannot be serviced by a ForeverLawn Dealership, the Home Office Team will work closely with a trusted professional landscape provider in close proximity to the project site to ensure a successful repair/installation. Map attached with our territories and location of dealers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All ForeverLawn branded products within this proposal will be covered under ForeverLawn, Inc. manufacturer's warranties. ForeverLawn maintains a close relationship with vendors that provide important components in our proprietary installation systems, therefore the ForeverLawn manufacturer's warranty encompasses all products involved in the completed surfacing project. In the rare occasion that a ForeverLawn warranty claim is filed, ForeverLawn works with any non-ForeverLawn product vendors to ensure the warranty claim is fulfilled as outlined in the manufacturer's warranty documentation.	*
51	What are your proposed exchange and return programs and policies?	ForeverLawn always strives to put the customer first and ensure complete purchasing satisfaction for the nature of these customized orders. If a product is flawed upon delivery, the local ForeverLawn Dealer initiates a product claim, which allows ForeverLawn, Inc. to evaluate the condition of the synthetic grass and determine if the product needs replaced prior to installation. If the product is deemed flawed, a replacement product is reordered and shipped at no cost to the customer. Our goal is to provide the best customer experience possible. Product issues that arise after the synthetic grass has been installed are treated as warranty claims.	*

52	Describe any service contract options for the items included in your proposal.	ForeverLawn Dealers are independent local business owners who are in business for themselves, but not by themselves. The national support network that ForeverLawn provides ensures that our dealers are never alone when they or their customers have questions or concerns. The ForeverLawn team is committed to ensuring the satisfaction of our valued customers. ForeverLawn local dealers are focused on quality, innovation, and integrity. They prioritize and customer care and satisfaction. Local ForeverLawn dealers are, by design, close to the communities they serve to ensure many years of great service. Dealerships are encouraged to provide a maintenance or service plan that includes cleaning, grooming, brushing, or treating the synthetic grass surface.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Upon shipment of any products, Each ForeverLawn dealer is responsible for invoicing their customer directly with the for agreed purchase price as listed on the attached pricing sheet. The invoice will include any applicable charges for freight shipping, taxes, accessories, and/or installation. Taxes are added in addition to the purchase price unless the customer presents a valid tax-exempt certificate. The invoice shall be paid by the customer within net thirty (30) days from the date of completion of the install. Our dealers accept many forms of payments including ACH, wire transfers, check or credit/debit cards. In addition, many dealers also offer residential and commercial financing options, creating greater access for ForeverLawn synthetic grass solutions	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	From Walt Disney World to Google to ESPN, some of the country's largest companies partner with ForeverLawn for their projects. ForeverLawn offers commercial customers financing through North Star Leasing, expanding services and making ForeverLawn synthetic grass solutions more accessible to customers worldwide. North Star Leasing has been in business since 1979, bringing a uniquely personalized level of service to the industry. ForeverLawn has partnered with North Star Leasing for over 10 years, and is extremely confident in their ability to provide accessible financing with competitive rates for various applications, including educational and governmental entities.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Once a dealer has been awarded a project through Sourcewell, the ForeverLawn team accepts the customer's PO including all required products and accessories listed individually. The dealer then places an order for any synthetic grass products, installation materials, and/or accessories on the ForeverLawn Company Store website. Each of our dealers has a personalized Company Store account to minimize risk for inaccuracy and miscommunications. The order is processed by our Order Processing Department, who issues a PO to the appropriate vendors for items to be shipped. After vendors have shipped the items on the order, the dealer is given tracking numbers, BOL's, and approximate times of delivery of the shipments. At this point, dealers are issued an invoice for shipped items with a net thirty (30) days to pay. After this invoice has been issued, our finance team will invoice our dealers for the 1.5% Sourcewell administration fee. We currently use HGA-C co-op on a regular basis, and quarterly we submit a report (using an excel spreadsheet) auditing each project and the progress. We have attached to this question a sample of an order that has been completed from start to finish, including PO from the customer, company store orders our dealer has placed, sales orders and invoices administered by our order processing team to the dealer, POs to the vendors for this order and tracking receipts for the items ordered from our vendors. In this example our dealer in Chicago had worked with HGA-C previously and sold over 9000 sf of our Playground Grass Academy.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, our dealers accept P-card and there is no fee associated with using this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The ForeverLawn pricing model will be a percentage discount off the published MSRP for each product. The discount will be standard across the product and installation line. Please see the attached document for all detailed information concerning products offered through Sourcewell.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our 10% discount off MSRP listed prices will remain consistent across all offered brands and product lines.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	ForeverLawn does not typically offer a standard quantity discount: we pride ourselves on offering the industry's highest quality products and strive to set pricing that is fair and accessible for our premium products. However, for sports field pricing, ForeverLawn is dedicated to working with customers to establish the most competitive pricing options we can provide.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ForeverLawn is committed to providing all necessary solutions for successful project performance and installation, which would extend to our Sourcewell contract. Most, if not all, of these products and services will be on the Sourcewell price list. Our goal is to provide one place customers can come and take advantage of premium product at a great price. If any products are added throughout the course of the contract, we will work to request an addition via the established Sourcewell processes and add them to our Sourcewell contract so we can continue providing unmatched service and solutions to all customers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	ForeverLawn does its best to ensure no hidden fees or unexpected costs throughout the order and installation process. Some costs do vary by project, depending on surface removal and preparation. Forever awn will work with the customer to ensure that all ground preparations are done according to the needed specifications.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	While shipping costs will be billed to Sourcewell participating entities, ForeverLawn cannot accurately provide this information up front as these costs will vary by location and project size. The cost will be FOB and priced early in the process to give the customer all needed pricing information as soon as possible. All other charges will be listed on the contracts and prices submitted to our customers.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Customized shipping an option and will be evaluated on a case-by-case need.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Expedited shipping is available upon request with additional cost	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Proposed price list is attached in documents

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to enact our customized order process to ensure accuracy and contract compliance. This includes personalized Company Store accounts for every dealer, collaboration from multiple teams throughout the project's lifetime, providing tracking numbers with corresponding delivery estimates, and providing the Sourcewell pricing sheet as a resource on the ForeverLawn Dealer Portal.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Once an order has been placed on our company store, our Order Process Team takes personal pride in populating each PO and following a predetermined system of checks and balances to ensure all ordered products are delivered to the customer in a timely manner. We also have a dedicated administrative professional who works specifically with cooperative purchasing contracts and runs quarterly reports in both our accounting system (QuickBooks) and the ForeverLawn Company Store. This follow-up ensures all orders are being processed and completed. This team member provides key insights into each order process, as they have past experience with our cooperative purchasing program and updating all involved. After the quarter ends, we will send the quarterly sales report and administration fee payment to Sourcewell for all items which are subject to the administrative fee.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	With the best interest of both Sourcewell and ForeverLawn in mind, we propose a 1.5% administrative fee to be paid for all product sales included in the pricing sheet.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	ForeverLawn offers unique products for specified solutions. Each vertical market offers products designed to fit customer-specific needs rather than forcing a "one size fits all" model to our solutions. With over 17 years of experience and over 50 million square feet installed, we strive to offer the right products for the right budget and need. All ForeverLawn products use the highest quality components and are made in the USA, providing a level of quality that separates it from the competition. While the quality of our solutions can easily be seen in the product, its true value is revealed over time by how well our products performs over the life of the installation. Our premium, three-layer backing creates dimensional stability, locking blades in place and reducing the need for infill. This backing also provides shock attenuation in The enhanced construction, durability, and safety of SportsGrass® by ForeverLawn® provides superior playing performance for years to come. SportsGrass products are produced using a unique, multi-colored grass fiber system for a solution that looks like natural grass and is constructed in a way that enhances natural grass feel and performance. SportsGrass products have a shorter blade height, higher face weight, and unique blade construction. This creates increased density along with a natural and a look and feel that mimics natural grass. Because we build stability into our products, our infill supports blades to improve performance, rather than being used as a stabilizer as seen in inferior products. The thatch component of SportsGrass products provides a realistic playing surface and a better system for locking the minimal infill used in place, resulting in less infill flying around and interfering with the players. We have highly trained, local teams to install every project who use specialized equipment and surveyor transits to ensure a precise, meticulous installation. Our professionals understand how to create the realistic finished field to offer desired performance.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SportsGrass offers both a product and infill-based solution. Both testing data and real-world performance have shown that product-based systems provide better performance without sacrificing safety, which equals a better long-term value. However, we understand that some situations may need an infill-based solution and provide a high-quality option for these customers to still benefit from the SportsGrass experience of precision installations and a partnership unlike any other. Additionally, we offer solutions for both indoor and outdoor play. By consulting with our synthetic turf experts, we can help provide the right solutions for your projects.	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	(•) Yes ( ) No	ForeverLawn has a large offering of artificial turf solutions for a wide range of athletic applications, ranging from full-size competition fields, multi-sport and community use, indoor competition and general training and fitness.	*
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	(•) Yes ( ) No	ForeverLawn offers the necessary accessories and options to provide turnkey solutions for our customers, such as a variety of infill selections and shock pads.	*
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	In addition to our artificial turf solutions, we provide ongoing maintenance, grooming and support (included biannually on all sports fields). We can also provide maintenance equipment, supplies and training for any customers who may wish to perform their own maintenance.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	Our athletic products feature a premium 3-layer backing that is 3-4x the weight of the common 2-layer backing systems in the industry. This provides a more stable, resilient backing, resulting in a more durable solution and lines and markings that stay straight for the life of the field, even in very high wear applications. Our products utilize a very dense blade structure with a premium nylon thatch, which increases durability, keeps the fibers standing upright and reduces infill requirements and flyout. We offer multiple fiber types to meet any requirements the customer may have, both slit film and monofilament as well as blended products and specialty fibers. Our thick, premium backing and dense blade structure with nylon thatch make our athletic surfacing solutions the lowest-infill options on the market. Our systems receive excellent GMax ratings in both lab testing and field testing and the reduced infill levels reduce infill flyout and leg fatigue (both common complaints among athletes who play on high-infilled artificial turf surfaces). When installing artificial turf fields, we use a construction transit to ensure all lines and markings are straight to within 1/8" variance, which significantly exceeds the industry standard. Our seams are a reinforced micro-mechanical system, which is the most secure and consistent seam type available. When applying infill, we use a metered drop and spreading machine called the SMG Sandmatic. This ensures that our infill levels are consistent across the entire surface to within 1/10". This surface consistency makes the surface more predictable and safer for athletes.	*
75	Describe any sustainability design features your product offers.	We participate in Project Yellowstone, which repurposes plastic bottles collected in national parks. The third layer of our premium backing is made from polypropylene made from bottles collected as part of this initiative at a rate of about one bottle per square foot. The second layer of our premium backing systems uses soy-based BioCel technology, as opposed to petroleum-based urethane, which is common in the industry. Our systems, when installed, are usually 50-80% recycled by weight, due to the recycled content in our preferred infill system. When replacing existing artificial turf, we make every effort to repurpose the surface, utilizing subcontractors when necessary. Our artificial turf is also completely recyclable.	

76	Describe the installation process and how it is managed from product order to completion.	After the sale is finalized, we will perform the necessary invoicing, initiate orders for materials and schedule the project for installation. Our typical installation lead time is 2-8 weeks for non-field applications and 8-12 weeks for sports field applications. The installation process begins with base construction, including necessary grading, drainage and base stone installation. The base build should have multiple inspections and should always include a proof roll, to ensure suitable conditions. After the base build is complete, the shock pad installation will begin (if applicable). The pad should be installed in 16' widths just ahead of the turf installation. The turf should be installed immediately over the pad (if applicable). First, all rolls should be rolled out and positioned and any lines should be sighted in. Next, the seams should be set and any necessary cut ins (such as hash marks, logos, letters, etc.) should be cut and seamed. Once the necessary seaming and cutting is complete, the infill should be applied by the SMG Sandmatic and the edges should be secured to the nailer board with staples. After the installation is complete, the project lead will complete a final walkthrough with the customer or customer representative. Upon completion of the walkthrough, the customer will be provided with their warranty information, owner's packet and any necessary closeout items. The local ForeverLawn dealer and the ForeverLawn Home Office will remain very accessible to the customer for any questions or requests.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell.pdf - Wednesday March 16, 2022 13:17:49
- Financial Strength and Stability - Sourcewell Financial Strength and Stability.zip - Wednesday March 16, 2022 13:18:12
- Marketing Plan/Samples - Sourcewell-Marketing.zip - Wednesday March 16, 2022 12:08:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell- warranty.zip - Tuesday March 15, 2022 11:05:59
- Standard Transaction Document Samples - Sourcewell Standard Transaction document samples .zip - Tuesday March 15, 2022 11:51:59
- Upload Additional Document - Sourcewell additional documents.zip - Wednesday March 16, 2022 14:01:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

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

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

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

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Enos, HR Manager, ForeverLawn Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	☑	2

Docusign Envelope ID: 07288988-836A-451B-8316-75413CCFBD8D

AMENDMENT #1
TO
CONTRACT # 031622-FVL

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **ForeverLawn Inc.** (Supplier).

Sourcewell entered into a contract with Supplier (031622-FVL) to provide Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies (Contract).

Supplier requested to modify its Contract to which Sourcewell has agreed.

NOW, THEREFORE, the parties amend the Contract as follows:

Table 10: Payment Terms and Financing Options, Line 53 of the Proposal is deleted in its entirety and replaced with the following:

> Each ForeverLawn dealer invoices their customer directly for the agreed-upon price listed on our price list, including any applicable charges for freight, taxes, accessories, and/or installation. Taxes are added unless a valid tax-exempt certificate is provided. Payment terms will follow the agreement between the dealer and customer. Dealers accept ACH, wire transfer, check, or credit/debit card, and many also offer residential and commercial financing options for added flexibility providing greater access to ForeverLawn synthetic grass solutions.

Except as amended, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By:

Jeremy Schwartz, Chief Operating and Procurement Officer

Date: 11/7/2025 | 3:32 PM CST

For Signed by: Amy Enos C8DD43137F69446...

By:

Amy Enos
Culture & Team Development

Date: 11/7/2025 | 2:52 PM EST