



***REQUEST FOR PROPOSALS:***

Athletic & Sports Related Supplies, Equipment, and Apparel

***RFP #:***

COG-2144

***ISSUED BY:***

The Cooperative Council of Governments

On Behalf of Equalis Group

*6001 Cochran Road, Suite 333*

*Cleveland, Ohio 44139*

***DATED:***

February 10, 2023

***SECTION TWO:***

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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# PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

## TECHNICAL PROPOSAL

Proposal Form 1: Technical Proposal

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

Proposal Form 2: Cost Proposal

## OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation
- Proposal Form 4: Certifications and Licenses
- Proposal Form 5: Unresolved Findings for Recovery
- Proposal Form 6: Mandatory Disclosures
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- Proposal Form 8: Mandatory Supplier & Proposal Certifications
- Proposal Form 9: Clean Air Act & Clean Water Act
- Proposal Form 10: Debarment Notice
- Proposal Form 11: Lobbying Certification
- Proposal Form 12: Contractor Certification Requirements
- Proposal Form 13: Boycott Certification
- Proposal Form 14 Federal Funds Certification Forms
- Proposal Form 15: Arizona Contractor Requirements
- Proposal Form 16: New Jersey Requirements
- Proposal Form 17: General Terms and Conditions Acceptance Form
- Proposal Form 18: Equalis Group Administration Agreement Declaration
- Proposal Form 19: Master Agreement Signature Form

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

1.1.1. <b>Company Name:</b>	Dynamic Fitness & Strength, LLC.	
1.1.2. <b>Corporate Street Address:</b>	2020 Prairie Lane Eau Claire, WI 54703	
1.1.3. <b>Website:</b>	www.mydynamicfitness.com	
1.1.4. <b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	2014 9yrs	
1.1.5. <b>Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Mindy Fox
	Title:	HR
	Phone:	715-350-7044
	E-Mail Address:	Mindy.fox@mydynamicfitness.com
1.1.6. <b>Authorized Representative.</b> Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Kurt Honadel
	Title:	Operations Manager
	Phone:	715-350-7039
	E-Mail Address:	kurt@mydynamicfitness.com

### 1.2. Financial Strength & Legal Considerations

<p>1.2.1. <b>Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters.</p> <p><b>Note:</b> If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, respondents may mark the information as a "Trade Secret" and the response</p>	<p>Dynamic Fitness &amp; Strength, LLC., is a financially sound and stable company with adequate financial resources to deliver any contract and/or projects. Dynamic Fitness and Strength operates out of a 261,000 square foot facility. In the last two years we invested approximately \$2,000,000 into state-of-the-art equipment to maximize our production capacity. Dynamic Fitness and Strength, LLC., has no history of bankruptcy, receivership, or insolvency. Dynamic Fitness &amp; Strength is a privately held company.</p>
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will be redacted from any future use of the RFP response.	
<b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	N/A
<b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	N/A
<b>1.3. Industry Qualifications</b>	
<b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Manufacturer
<b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	N/A
<b>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.  <b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b>	Contract will be made available through DYNAMIC Fitness & Strength Territory Managers and Dealer Networks
<b>1.3.4. Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Dealer Networks are independently owned. Dealer representatives provide detailed facility layouts to determine product needs. Develop Project timelines for each delivery and installation.

<p><b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>DYNAMIC Fitness &amp; Strength has been providing custom commercial fitness solutions for ten years. Metal fabrication experience of 25 years within a separate industry. 90% of company revenue is annually generated from the manufacturing and distribution of fitness equipment.</p>
<p><b>1.3.6. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>DYNAMIC Fitness &amp; Strength will provide services to the entire United States. Applicable charges applied based on location.</p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b>Proposal Form 5 - Certifications and Licenses.</b></p>	<p>N/A</p>
<p><b>1.4. Public Sector Experience</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>Texas Buy Board – 500k- Contract Started 3/24/22</p>
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>12M, 90% of sales</p>
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments</p>	<p>250k, 2% of sales</p>

<p>(i.e., municipalities, counties, special districts, and state agencies)?</p>	
<p><b>1.4.4. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> <li>Customer contact person and their title, telephone number, and email address;</li> <li>A brief description of the products and services provided by your company;</li> <li>Customer relationship starting and ending dates; and,</li> <li>Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ol>	<ol style="list-style-type: none"> <li>St. Edward High School Auggie Proms, Director of Strength &amp; Conditioning <a href="mailto:apromersberger@sehs.net">apromersberger@sehs.net</a>/216-965-6802 Fitness Equipment 03.11.21 to 09.29.21</li> <li>Hawken Upper School Kris Lewandoski, Director of Strength &amp; Conditioning <a href="mailto:klewa@hawken.edu">klewa@hawken.edu</a>/440-423-4446 Fitness Equipment and Flooring 01.27.21 to 02.14.23</li> <li>Shaker Heights City Schools Joe Schlesinger, Strength &amp; Conditioning Coach <a href="mailto:Schlesinger_J@shaker.org">Schlesinger_J@shaker.org</a>/216-295-6160 Fitness Equipment and Flooring 07.22.20 to 03.16.22</li> <li>Univeristy School Carlo Alvarez; Athletic Director <a href="mailto:calvarez@us.edu">calvarez@us.edu</a>/512-909-9642 Fitness Equipment 06.04.20 to 10/25/22</li> <li>Athletes in Action Paul Newman; Director <a href="mailto:paul.newman@athletesinaction.org">paul.newman@athletesinaction.org</a>/251-454-8732 Fitness Equipment and Flooring 09.25.20 to 01.05.22</li> </ol>

## 2. Products & Services

### 2.1. PRODUCTS & SERVICES

<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities &amp; advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p>	<p>Athletic Training and Conditioning Equipment, custom manufactured to school color specifications and desired logo. Facility Layout to final installation. Custom Flooring with Logo Lifting Racks, Bars, Plates, Dumbbells and all related accessories. Full line of Pin-Select and Plate loaded Equipment. Middle School, High School, College Recreation and Athletic Programs.</p>
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<p><b>IMPORTANT.</b> This description along with the products and services included in the <b>Attachment B – Cost Proposal</b> will be utilized to define the overall products and services available under a resulting contract.</p>	
<p><b>2.1.2. Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Custom Metal Fabrication</p>
<p><b>2.1.3. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>DYNAMIC Fitness &amp; Strength has a network of vendors and suppliers to support Open Market Requests.</p>
<p><b>2.1.4. Warranty.</b> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b>Attachment B – Cost Proposal</b>.</p>	<p>There is a Limited Lifetime Warranty on manufacturing defects in: 1) STEEL 2) WELDING 3) MACHINING</p> <ul style="list-style-type: none"> <li>• Warranty shall not apply to any component or part of the products sold hereunder which, is consumed by normal wear and tear, or has been damaged due to negligent or faulty use, alteration, maintenance, storage, repair, operation, or handling by the buyer.</li> <li>• Warranty on finish/logo products does not cover scratches due to heavy products being slid across the finished product or normal wear and tear.</li> <li>• Any items deemed replaceable that can be shown to have broken, must be returned to Dynamic Fitness &amp; Strength on receipt of replacement item.</li> </ul>
<p><b>3. Business Operations</b></p>	
<p><b>3.1.1. Logistics</b></p>	
<p><b>3.1.2. Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery</p>	<p>DYNAMIC Fitness &amp; Strength has national delivery contracts with major freight carriers and established accounts with all major parcel delivery vendors.</p> <p>Major facility projects are completed within an 8-12 week lead time. On time delivery data can be subject to facility status and customer delays. Expedite orders are evaluated based on size and positioned internal to already scheduled projects. Existing facilities ordering equipment receive delivery on time 98%.</p>

rates, and your ability to accommodate expedited orders.	
<b>3.2. Customer Service</b>	
<b>3.2.1. Customer Service Department.</b> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	Customer Service is managed by DYNAMIC Fitness & Strength and supported by the Dealer Network. Dedicated Team of four customer service associates are available Monday through Friday from 6am- 5pm central time.
<b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b>	
<b>3.3.1. Order &amp; Invoice Process.</b> Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	Sales completes Discovery Phase of sales process to determine facility needs. Preliminary 2-D layout and quote are presented for revisions before moving to Final phases of Quote. Final Quote and 3-D Render of entire room are reviewed and approved by customer. With customer approval the order is submitted with purchase order. Standard payment terms require 50% down payment for projects and 50% due prior to shipment. Check and Cards are acceptable payment methods.
<b>3.3.2. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	N/A
<b>4. PRICING</b>	
<b>4.1. Cost Proposal</b>	
<b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	DYNAMIC Fitness & Strength provides MSRP pricing for all products. Discounts from MSRP are provided to cooperative members and quoted using the established price level. Comparing quotes to submitted price files will allow for auditing
<b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure	Comparing quotes to submitted price files will allow for auditing

<p>compliance with pricing in the Master Agreement.</p>	
<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>N/A</p>
<p><b>4.1.5. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Discounts determined by project when available, dependent upon product selection and current raw material costs</p> <p>No, Freight is not included in pricing and is determined upon final quote approval. Freight is dependent upon product selection and delivery destination. Freight is calculated based on number of trucks required to deliver. All parcel/LTL shipments are quoted using online tools.</p>
<p><b>4.1.6. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing.</b></p>	<p>Sourced Goods are supplied at cost plus a percentage to cover administrative and handling activity.</p>
<p><b>4.1.7. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b>NOT</b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Installation costs are variable based on the equipment selected. All installations are quoted by DYNAMIC Fitness &amp; Strength authorized companies and included in the total cost of acquisition. On occasion a facility will manage the installation of equipment.</p>

## 5. GO-TO-MARKET STRATEGY

<p><b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Curt Tambornino- Executive contact (<a href="mailto:curt@mydynamicfitness.com">curt@mydynamicfitness.com</a>)</p> <p>Kurt Honadel- Contract manager (<a href="mailto:kurt@mydynamicfitness.com">kurt@mydynamicfitness.com</a>)</p> <p>Sales Leader-Nick Weiss (<a href="mailto:Nick@mydynamicfitness.com">Nick@mydynamicfitness.com</a>)</p> <p>Sales Leader-Kevin Mattocks (<a href="mailto:Kevin.mattocks@mydynamicfitness.com">Kevin.mattocks@mydynamicfitness.com</a>)</p> <p>Reporting- Amy Anderson (<a href="mailto:Amy.anderson@mydynamicfitness.com">Amy.anderson@mydynamicfitness.com</a>)</p> <p>Marketing-Tammy Tambornino (<a href="mailto:Tammy@mydynamicfitness.com">Tammy@mydynamicfitness.com</a>)</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>DYNAMIC Fitness &amp; Strength covers the entire United States with (7) Territory Managers and (2) Regional Managers (East &amp; West) Dealer Networks exist inside all (7) territories.</p>
<p><b>5.2. Contract Implementation Strategy &amp; Expectations</b></p>	
<p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>DYNAMIC Fitness &amp; Strength is expecting to improve sales opportunities with K-12 schools and related public entities.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>DYNAMIC Fitness &amp; Strength will leverage the contract award with all K-12 schools and college institutions seeking to build new or upgrade existing fitness facilities. New opportunities are identified through referendums and construction sites. The contract details would be deployed within (5) days of notification.</p>
<p><b>5.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Annual sales based on the contract award will vary with the facility budgets. Expected revenue per state is 500k This would be consistent year over year for five years</p>

<b>6. ADMIN FEE &amp; REPORTING</b>	
<b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p><b>Please provide your proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Reporting will be supplied by the 15<sup>th</sup> day of each month.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>DYNAMIC Fitness &amp; Strength sales order entry validates price level as a condition of processing. Summary reports are created monthly for all contracts and reconciled to orders processed.</p>



## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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### PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: Click or tap here to enter text.

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")**

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: Click or tap here to enter text.

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: Click or tap here to enter text.

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: Click or tap here to enter text.

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: Click or tap here to enter text.

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: Click or tap here to enter text.

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Click or tap here to enter text.

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TEXAS USE TAX PERMIT



GLENN HEGAR  
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

Taxpayer number	3-20749-7245-9
Effective date	07/07/2020

TEX. TAX CODE ANN. CH. 151

Taxpayer name and mailing address

DYNAMIC FITNESS & STRENGTH LLC  
2020 PRAIRE LANE  
EAU CLAIRE

WI 54703

  
GLENN HEGAR  
Comptroller of Public Accounts

NAICS CODE: 339920

Sporting and Athletic Goods Manufacturing

THIS PERMIT IS NON-TRANSFERABLE

Retail Sales Tax



THIS LICENSE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE RETAIL LICENSE

THIS LICENSE IS NEITHER TRANSFERABLE NOR ASSIGNABLE BEFORE POSTING READ INSTRUCTIONS BELOW

ST-1 (Rev. 08/28/18) 5000

OWNER NAME AND BUSINESS LOCATION: DYNAMIC FABRICATION AND FINISHING LLC 2020 PRAIRIE LN EAU CLAIRE WI 54703-3995

LICENSE MUST BE RETURNED FOR ALL CHANGES AND/OR CLOSE OF BUSINESS

DYNAMIC FITNESS & STRENGTH LLC 2020 PRAIRIE LN EAU CLAIRE WI 54703-3995



INDUSTRY TYPE EFFECT DATE

Table with license details: LICENSE NUMBER 104680365, 454111, 01-Jun-2021

Letter ID: L0018795689

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 104680365 SID # 9798138

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the SC Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT 1-844-898-8542

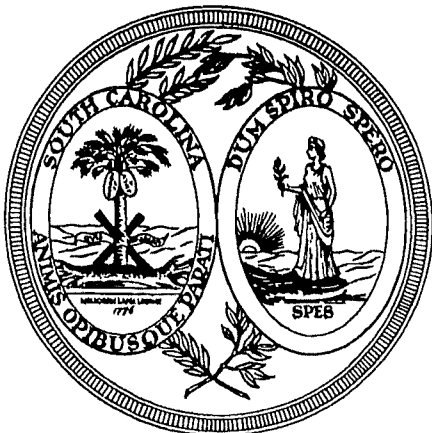
OUT OF BUSINESS OR CHANGE OF OWNERSHIP (Also complete C-278)

DATE OF CLOSING OR SALE NEW FIRM NAME NEW OWNER'S NAME OR NAMES

CHANGE OF ADDRESS AND/OR TRADE NAME (Also complete SC-8822)

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC-8822. IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME DATE BUSINESS MOVED NEW LOCATION ADDRESS BUSINESS MUNICIPAL LIMITS MAILING ADDRESS NEW TELEPHONE NUMBER



INSTRUCTIONS

This is your new license. Please fold on the above perf marks and display in a conspicuous place. If you have any questions concerning this license, please call the SC Department of Revenue 1-844-898-8542. If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

South Carolina Department of Revenue Registration Section P.O. Box 125, Columbia, SC 29214-0400

\*JP:133E:00034S:010IN:0A#:A1803013842J:0000054117\*







WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-327-0235  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000269

DYNAMIC FABRICATION & FINISHING LLC  
 2020 PRAIRIE LN STE 101  
 EAU CLAIRE WI 54703-4204

Letter ID L0165553616



## Wisconsin Business Tax Registration Certificate

REGISTRATION NUMBER

**Expiration date:** March 31, 2025  
**Legal/real name:** DYNAMIC FABRICATION & FINISHING LLC

REGISTRATION TYPE

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1027385031-02
Withholding Tax	Withholding Tax	036-1027385031-04

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION  
CERTIFICATE OF REGISTRATION - USE TAX



ACCOUNT NUMBER

247744032

DYNAMIC FABRICATION & FINISHING LLC  
2020 PRAIRIE LN  
EAU CLAIRE WI 54703-3995

**START DATE:**  
October 25, 2022

*YOU ARE REQUIRED TO OBEY ALL FEDERAL AND STATE LAWS THAT REGULATE OR CONTROL YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW YOU TO DO OTHERWISE.*

*PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.*

IS REGISTERED WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION (CDTFA) AND IS AUTHORIZED TO COLLECT STATE AND LOCAL USE TAXES REQUIRED TO BE COLLECTED UNDER PARTS 1 AND 1.5 OF THE CALIFORNIA REVENUE AND TAXATION CODE, AND TO FURNISH RECEIPTS THEREFOR. FURTHER, THE SAME AUTHORITY EXTENDS TO SELLERS, WITH RESPECT TO COLLECTION OF TRANSIT DISTRICT USE TAXES UNDER PART 1.6 OF THE CALIFORNIA REVENUE AND TAXATION CODE, WHO ARE ENGAGED IN BUSINESS IN A TRANSIT DISTRICT IMPOSING TRANSIT DISTRICT USE TAXES, OR WHO, IF NOT ENGAGED IN BUSINESS IN A TRANSIT DISTRICT, HAVE BEEN AUTHORIZED TO COLLECT TRANSIT DISTRICT USE TAXES.

**THIS CERTIFICATE IS VALID UNTIL CANCELED AND IS NOT TRANSFERABLE.**  
**FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).**  
**FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.**

CDTFA-442-U REV. 15 (2-22)

**A MESSAGE TO OUR CERTIFICATE HOLDER**

**As a certificate holder, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:**

- Our website at [www.cdffa.ca.gov](http://www.cdffa.ca.gov).
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

You are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA California Department of Tax and Fee Administration (CDTFA) representative when requested.

You must notify us if you are buying, selling, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving. This certificate is valid only for the owner specified on the certificate. A person who obtains a certificate and ceases to be a seller shall notify CDTFA immediately and surrender the certificate to the California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the certificate to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a certificate may be disclosed to other government agencies.









COMPTROLLER  
*of* MARYLAND  
*Serving the People*

Peter Franchot  
Comptroller

Wayne P. Green, CPA  
Director  
Revenue Administration Division

DYNAMIC FRABRICATION & FINISHING LLC  
2020 PRAIRIE LN  
EAU CLAIRE, WI 54703

DATE: 05/26/2020

Dear Maryland Merchant:

I am pleased to enclose your new sales and use tax license that authorizes you to collect Maryland sales tax. This license should be prominently displayed so that the public can easily see it. Please verify that the information recorded on the license is accurate. If corrections are necessary, please call 410-260-7980 from Central Maryland or toll free 1-800-638-2937.

I hope your new business venture will be successful and rewarding. If the Comptroller's office could provide any assistance or information to ensure its success, please contact us by calling the above numbers or by visiting any of our 11 branch offices located throughout the state. You will also find our website at [www.marylandtaxes.gov](http://www.marylandtaxes.gov), a valuable resource.

Sincerely,

  
Peter Franchot  
Comptroller of Maryland

FOR THE HEARING IMPAIRED: Maryland Relay Service 711

# MARYLAND SALES & USE TAX LICENSE

17888642

Sales and Use Tax Registration Number

05/26/2020

Issue Date



Peter Franchot  
Comptroller

DYNAMIC FRABRICATION & FINISHING LLC  
DYNAMIC FITNESS & STRENGTH  
2020 PRAIRIE LN  
EAU CLAIRE, WI 54703



COMPTROLLER  
*of* MARYLAND  
*Serving the People*

Revenue Administration Division  
110 Carroll Street • Annapolis, MD 21411

*This license must be displayed prominently. A separate license is required for each place of business.*

001001001001

## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No formal claims on record.

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. **No adverse regulatory or governmental action on record.**

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

**Yes**

**No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement?

This list can be updated from time to time upon CCOG's approval.

Bidder Response: List of Authorized Dealers will be supplied upon award of contract.

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Kurt Honadel, hereby certify and affirm that Dynamic Fitness & Strength, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Kurt Honadel, hereby certify and affirm that Dynamic Fitness & Strength, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Kurt Honadel, hereby certify and affirm that Dynamic Fitness & Strength, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

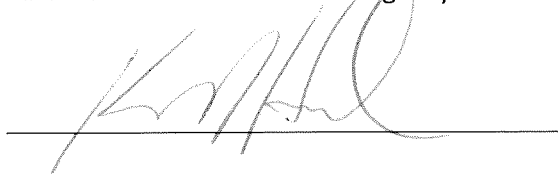
I, Kurt Honadel, hereby certify and affirm that Dynamic Fitness & Strength either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Kurt Honadel, hereby affirm that this proposal accurately represents the capabilities and qualifications of Dynamic Fitness & Strength, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:

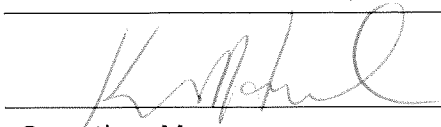


Printed Name: Kurt Honadel  
Company Name: Dynamic Fitness & Strength  
2020 Prairie Lane Eau Claire, WI  
Mailing Address: 54703  
Email Address: kurt@mydynamicfitness.com  
Job Title: Operations Manager



## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	<u>Kurt Honadel</u>
Mailing Address:	<u>2020 Prairie Lane Eau Claire, WI 54703</u>
Signature	<u></u>
Title of Signatory:	<u>Operations Manager</u>

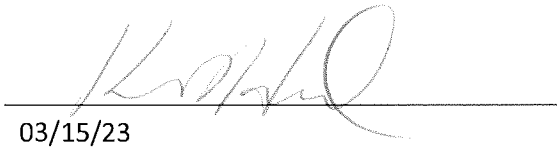
## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

03/15/23

# PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

## 1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

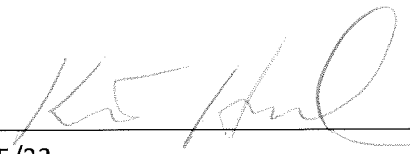
## 2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:

  
\_\_\_\_\_

Date:

03/15/23  
\_\_\_\_\_

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree?  KH  
(Initials of Authorized Representative)

## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. *Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree?   KH    
(Initials of Authorized Representative)

### **2. *Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 Partner agrees to comply with the above requirements when applicable.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree?   KH    
(Initials of Authorized Representative)

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree?   KH    
(Initials of Authorized Representative)

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree?   KH



(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?  KH   
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? KH  
(Initials of Authorized Representative)

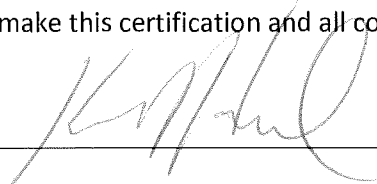
**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? KH  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized  
signature:



---

Printed Name: Kurt Honadel  
Company Name: Dynamic Fitness & Strength  
Mailing Address: 2020 Prairie Lane Eau Claire, WI 54703  
Job Title: Operations Manager

# PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

*Please answer the following question. If yes, please complete Proposal Form 15.*

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree?    KH  
(Initials of Authorized Representative)

Date:    3/13/23

# PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

### **A. Ownership Disclosure Form (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Dynamic Fitness & Strength  
**Street:** 2020 Prairie Lane  
**City, State, Zip Code:** Eau Claire, WI 54703

**Complete as appropriate:**

*I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I, Curt Tambornino, a partner in Dynamic Fitness & Strength, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name

Address

Interest

Tammy Tambornino

2020 Prairie Lane Eau Claire, WI 54703

30%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:



---

Date:

03/15/23

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**B. Non-Collusion Affidavit**

**Bidder Name:** Dynamic Fitness & Strength

**Street Address:** 2020 Prairie Lane

**City, State Zip:** Eau Claire, WI 54703

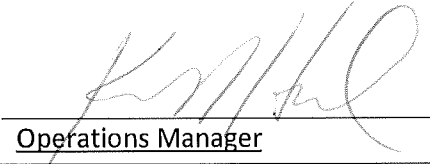
State of Wisconsin

County of Eau Claire

I, Kurt Honadel of the Eau Claire in the County of Eau Claire, State of Wisconsin of full age, being duly sworn according to law on my oath depose and say that:

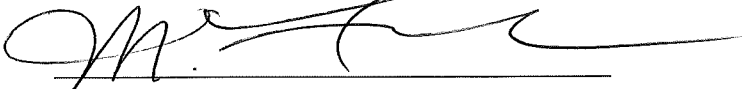
I am the Operations Manager of the firm DYNAMIC Fitness & Strength the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:   
Job Title: Operations Manager

Subscribed and sworn before me

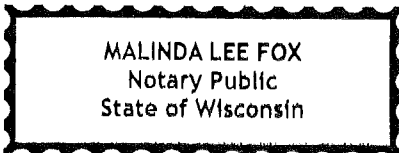
this 15<sup>th</sup> day of March, 2023



Notary Public of Wisconsin

My commission expires February 17<sup>th</sup>, 2024

SEAL



**C. Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Dynamic Fitness & Strength  
Street Address: 2020 Prairie Lane  
City, State, Zip Code: Eau Claire, WI 54703

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

*Suppliers must submit with proposal:*

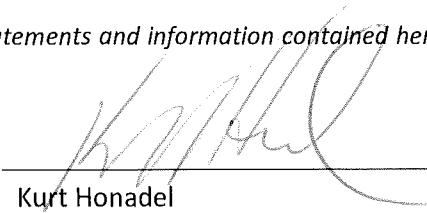
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

*No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education*

*Approved Federal or New Jersey Plan – certificate enclosed*

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Authorized Signature:   
Title of Signatory: Kurt Honadel  
Date: 03/15/23

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,



marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

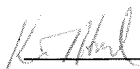
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



\_\_\_\_\_  
Signature of Procurement Agent

## **D. C. 271 Political Contribution Disclosure Form**

### **PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

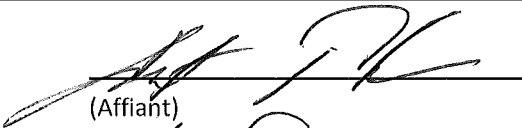
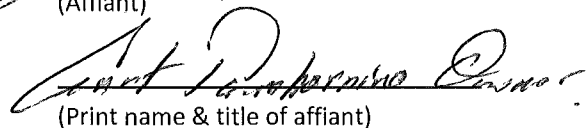
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Curt Tambornino Home Address: 2020 High Point Drive Altoona, WI 54720	Name: Tammy Tambornino Home Address: 2020 High Point Drive Altoona, WI 54720
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this <u>15<sup>th</sup></u> day of <u>March</u> , 20 <u>23</u>  (Notary Public) <b>MALINDA LEE FOX</b> Notary Public State of Wisconsin  My Commission expires: <u>February 17, 2024</u>	 (Affiant)  (Print name & title of affiant)  (Corporate Seal)

## PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

All terms and conditions acceptable with clarification required on marketing expectations.

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

*Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.*

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

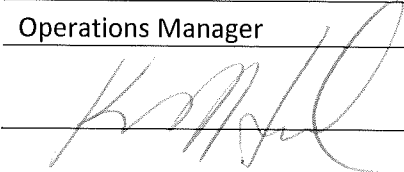
Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

# PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Dynamic Fitness & Strength  
Address 2020 Prairie Lane  
City/State/Zip Eau Claire, WI 54703  
Phone Number 715-350-7044  
Email Address kurt@mydynamicfitness.com  
Printed Name Kurt Honadel  
Job Title Operations Manager  
Authorized Signature 

## Initial Term of the Master Agreement

Contract Effective Date: May 1, 2023  
Contract Expiration Date: April 30, 2027  
Contract Number: [REDACTED]

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

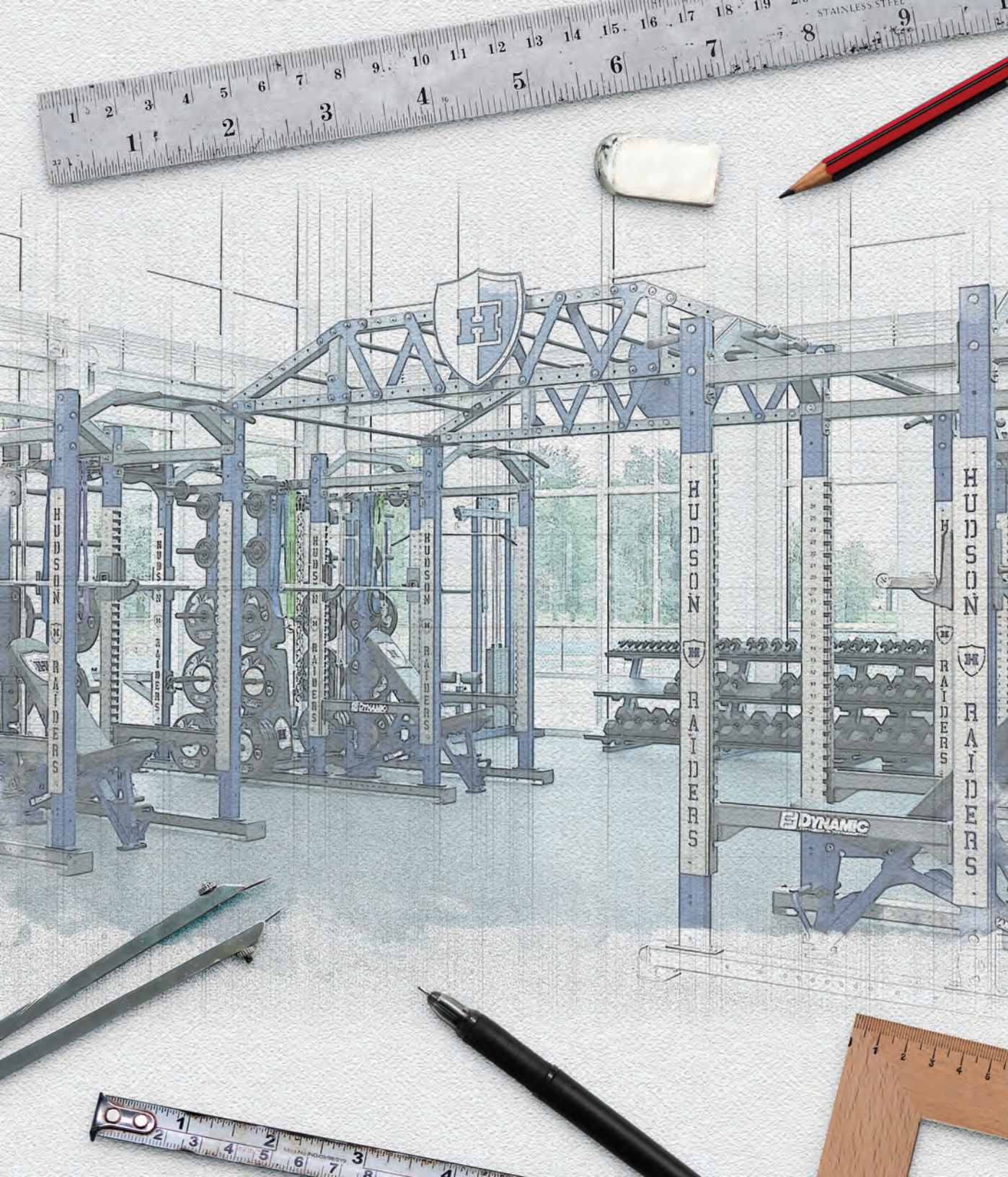
The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By: \_\_\_\_\_  
Name: Franklyn A. Corlett  
As: CCOG Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Merkle  
As: EVP, Procurement & Operations  
Date: \_\_\_\_\_





# WEIGHT ROOM SOLUTIONS

Your Official Dynamic  
Site Planning Guide



# 500-999 SQ. FEET

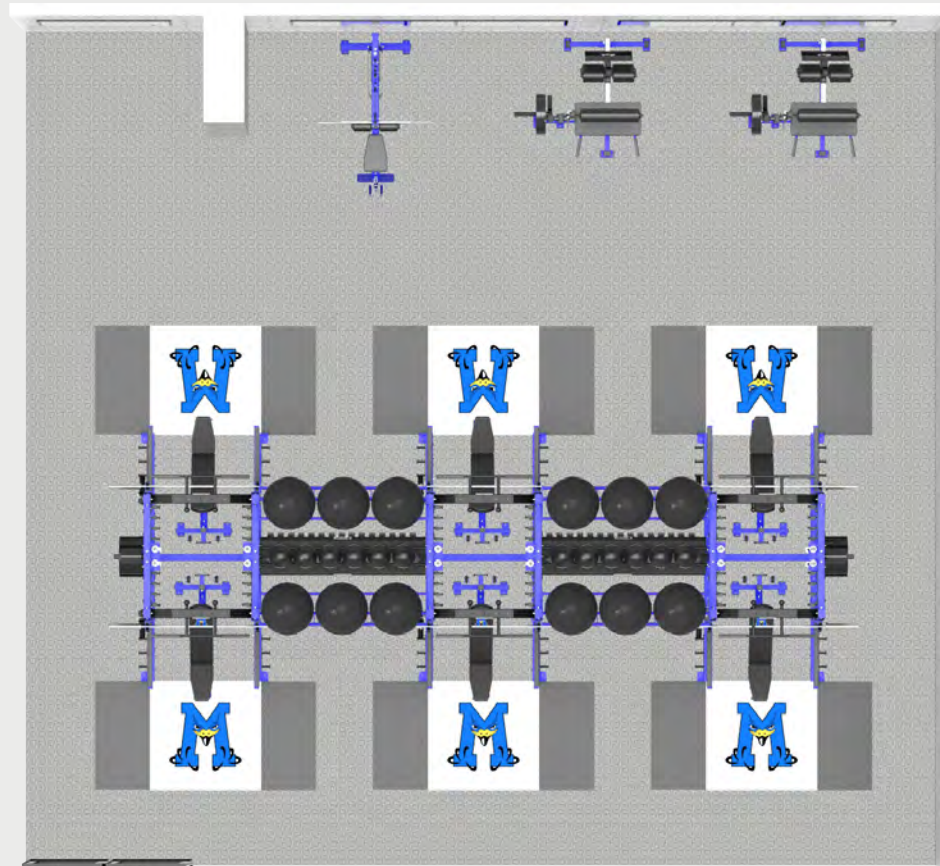
Cost Range:  
\$40 - \$60 per sq ft

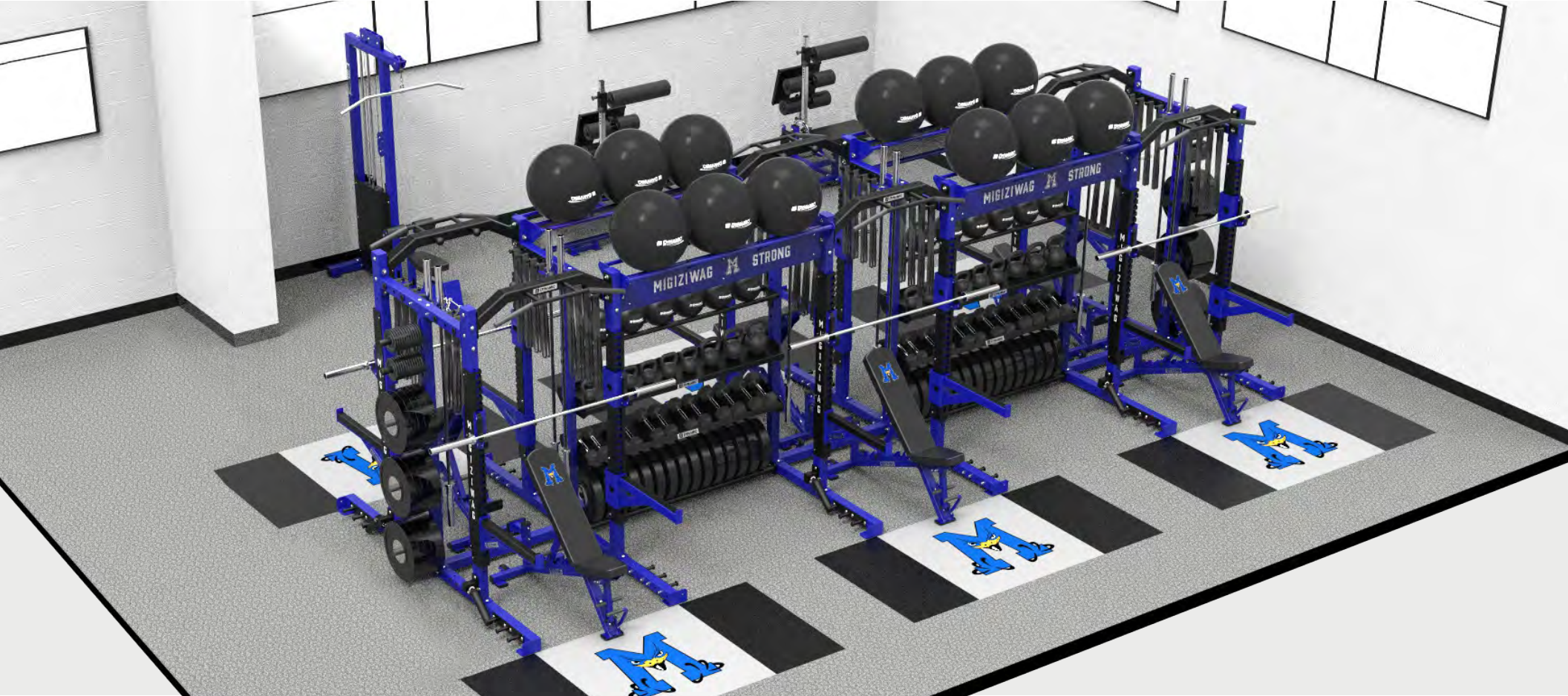
Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



## **Solution 1**

Lac Courte Oreilles Ojibwe School  
Hayward, WI





**EQUIPMENT:**

- (3) Ultra Pro G2 Double Half Rack Single Post
- (6) Ladder Bench
- (2) Inverse Leg Curl
- (1) Lat/Low Row
- (2) Annex Plate Storage
- (2) Annex Medicine Ball Shelf
- (4) Annex Dumbbell/Kettlebell Shelf

**ACCESSORIES:**

- (1,220LB) Bumper Plates - 45/25/10/5/2.5
- (6) Resistance Band Set
- (6) Olympic Barbells
- (6) Power Barbells
- (6) Technique Training Barbells
- (12) Collar Sets
- (2) 5-50LB Hex Dumbbell Set
- 55-75LB Hex Dumbbell Set
- Kettlebells
- Slam Balls
- Physio Balls

**CUSTOMIZING:**

- Rack Uprights
- Bench Slip Covers
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms



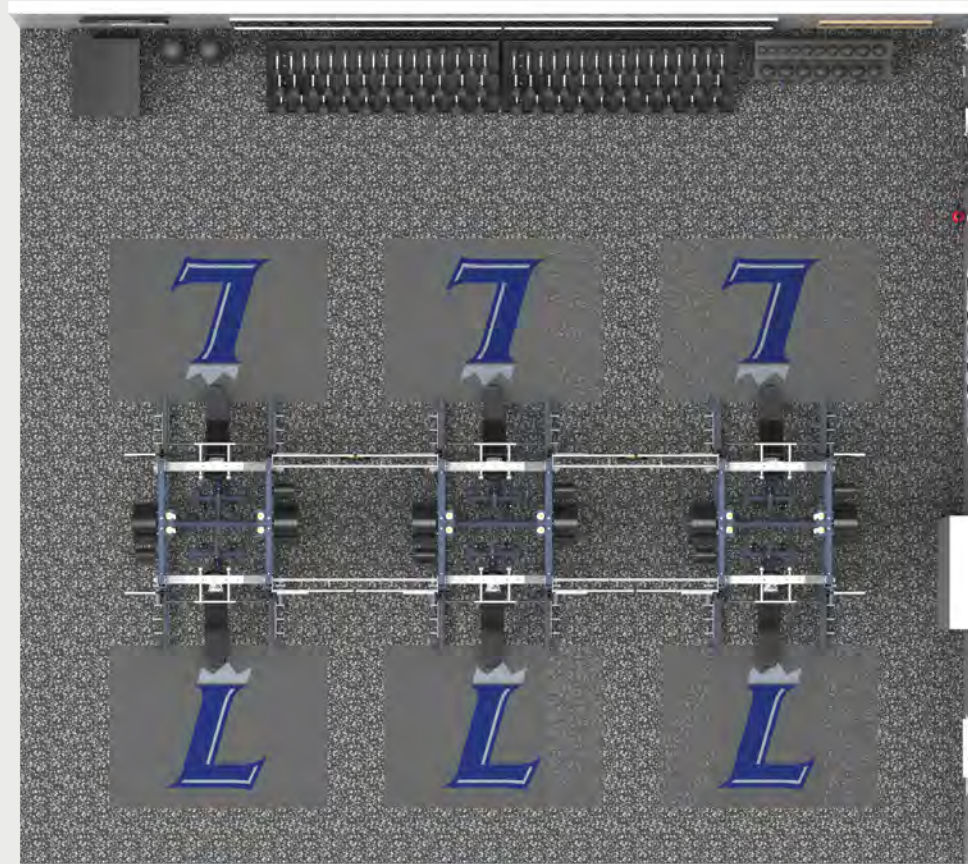
**500-999  
SQ. FEET**

Cost Range:  
\$35 - \$55 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 2**  
Lakeway Christian Academy  
White Pine, TN







**EQUIPMENT:**

- (3) Ultra Pro G2 Double Half Rack Single Post
- (6) Ladder Bench
- (2) Ultra Pro 3-Tier Dumbbell Rack
- (1) Accell 2-Tier Kettlebell Rack
- (2) Accell Wall Ball Storage
- (4) TRX Suspension Trainer

**ACCESSORIES:**

- (2,660LB) Bumper Plates - 45/25/10/5/2.5
- (12) Olympic Barbells
- (12) Collar Sets
- (2) 5-100LB Hex Dumbbell Set
- (2) Ultra Pro Athletic Training Arms
- Kettlebells
- Wall Balls
- (3) Resistance Band Set
- Soft Plyo Set

**CUSTOMIZING:**

- Rack Uprights
- Laser-Cut Logo Connector Bars
- Bench Slip Covers
- Barbell Caps
- Bumper Plates
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Monster Wall Logo Sign

# 1000-1999 SQ. FEET

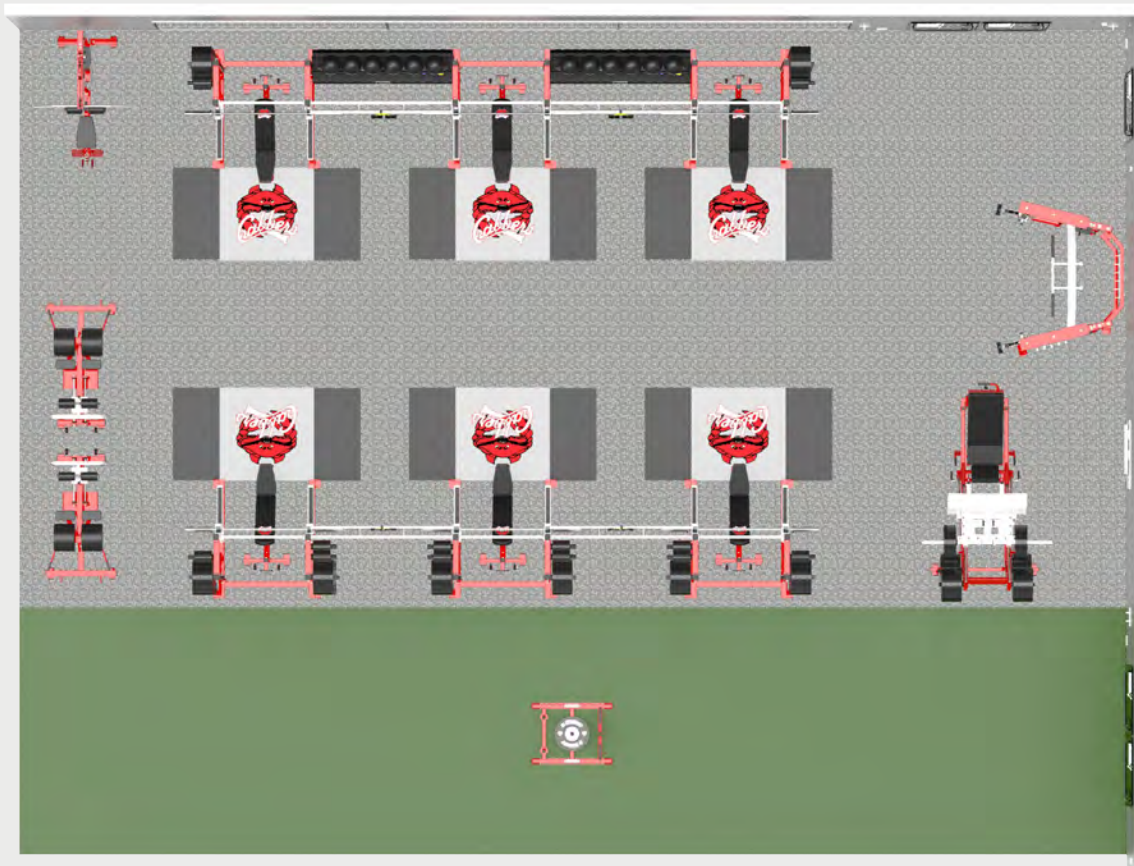
Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



## **Solution 1**

Hampton High School  
Hampton, VA







**EQUIPMENT:**

- (6) Titan G2 Half Rack
- (8) Ladder Bench
- (1) Lat/Low Row
- (1) Functional Trainer
- (1) Leg Press
- (1) Accell Sled
- (2) Linear GHD
- (2) Annex Plate Storage
- (1) Annex Medicine Ball Shelf
- (5) Annex Dumbbell/Kettlebell Shelf
- (4) TRX Suspension Trainer

**ACCESSORIES:**

- (3,200LB) Bumper Plates - 45/25/10/5/2.5
- (6) Olympic Barbells
- (6) Collar Sets
- 5-100LB Hex Dumbbell Set
- (3) Titan Athletic Training Arms
- (2) Titan Quick-Change Dip Station
- (2) Battle Rope
- Medicine Balls
- Kettlebells
- (1) Resistance Band Set

**CUSTOMIZING:**

- Laser-Cut Logo Connector Bars
- Bench Slip Covers
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Turf Option



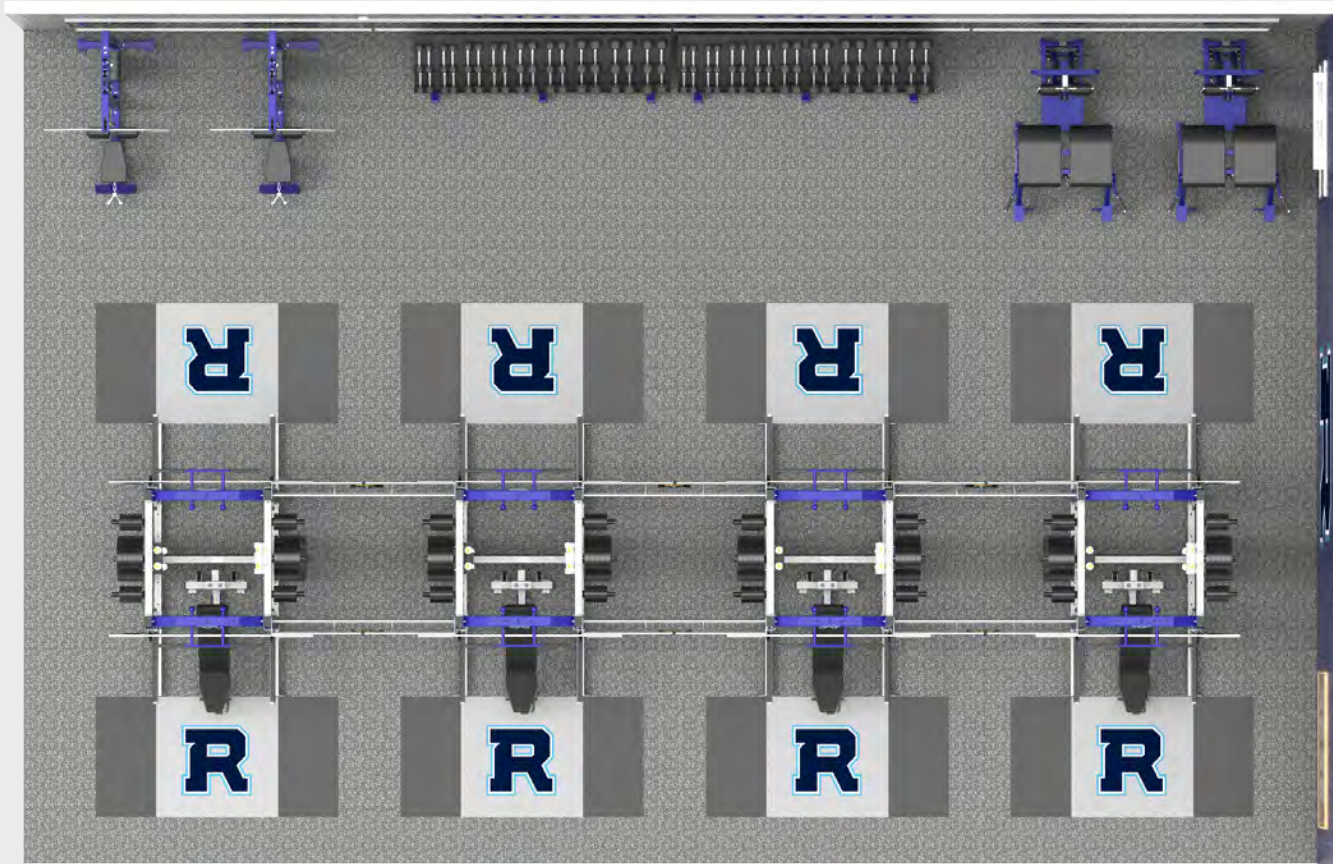
# 1000-1999 SQ. FEET

Cost Range:  
\$40 - \$60 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification

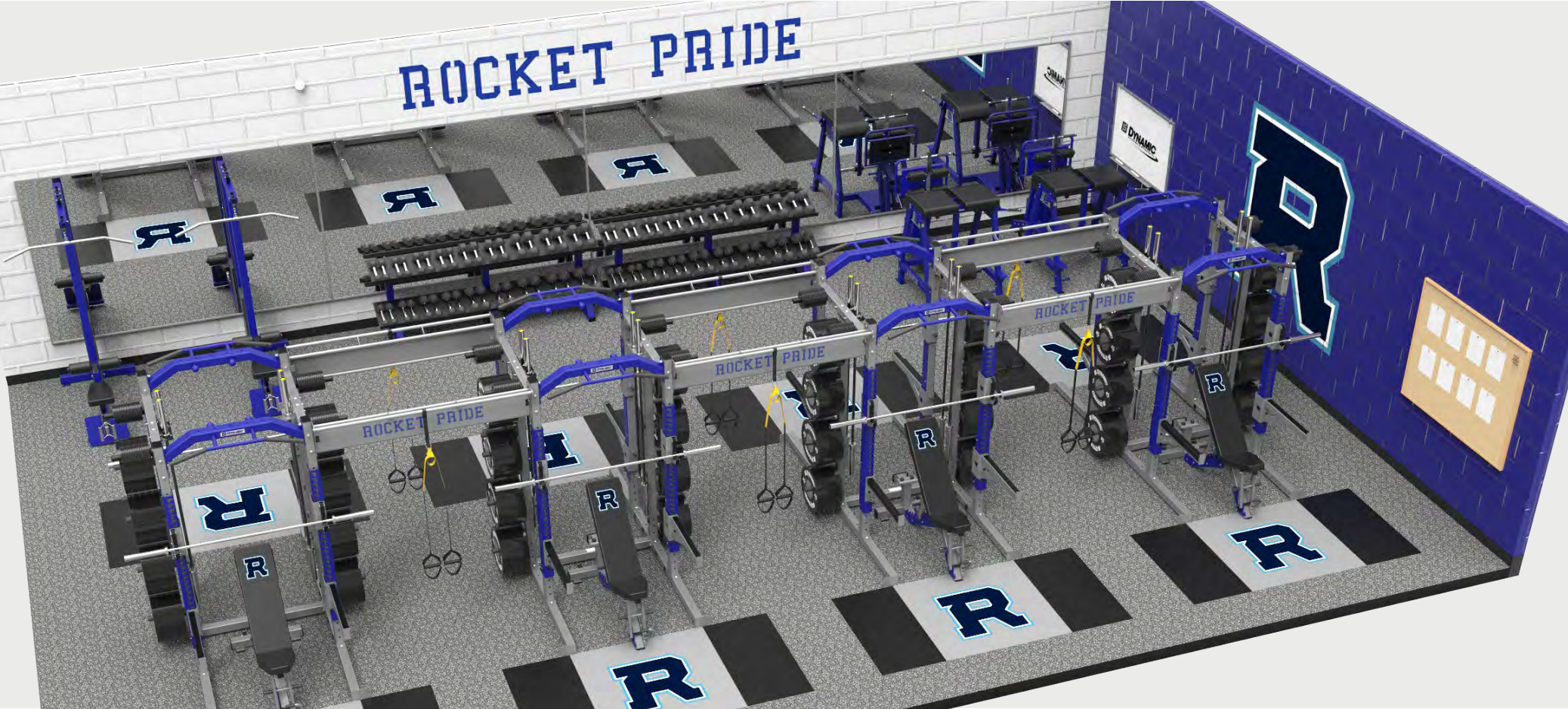


**Solution 2**  
Rockvale High School  
Rockvale, TN





# ROCKET PRIDE



## **EQUIPMENT:**

- (4) Ultra Pro G2 Double Half Rack Single Post
- (6) Ladder Bench
- (2) Hyper/GHD Combo
- (2) Lat/Low Row
- (2) Ultra Pro 2-Tier Dumbbell Rack
- (6) TRX Suspension Trainer

## **ACCESSORIES:**

- (1,170LB) Bumper Plates - 45/25/10/5/2.5
- (6) Power Barbells
- (2) Hex/Trap Bar
- (8) Collar Sets
- Ultra Pro Dip Station
- (2) Ultra Pro Athletic Training Arms
- (2) Resistance Band Set
- Wall Balls

## **CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Laser-Cut Logo Connector Bars
- Bumper Plates
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps



# 2000-2999 SQ. FEET

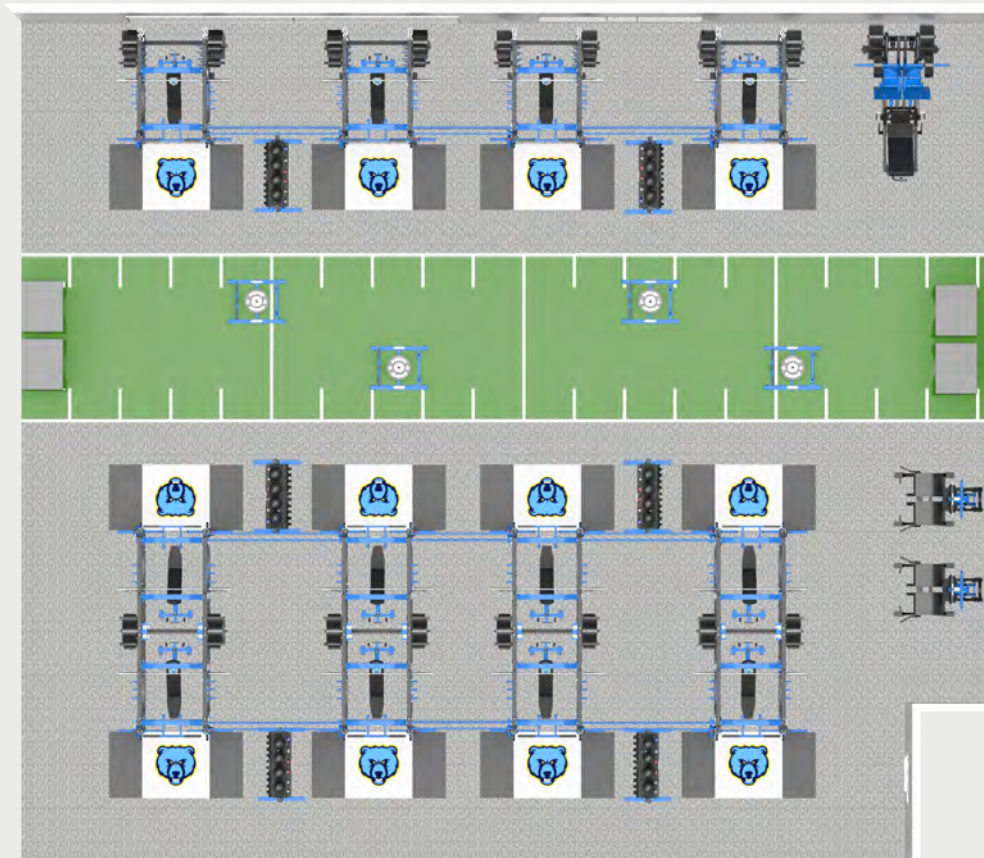
Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification

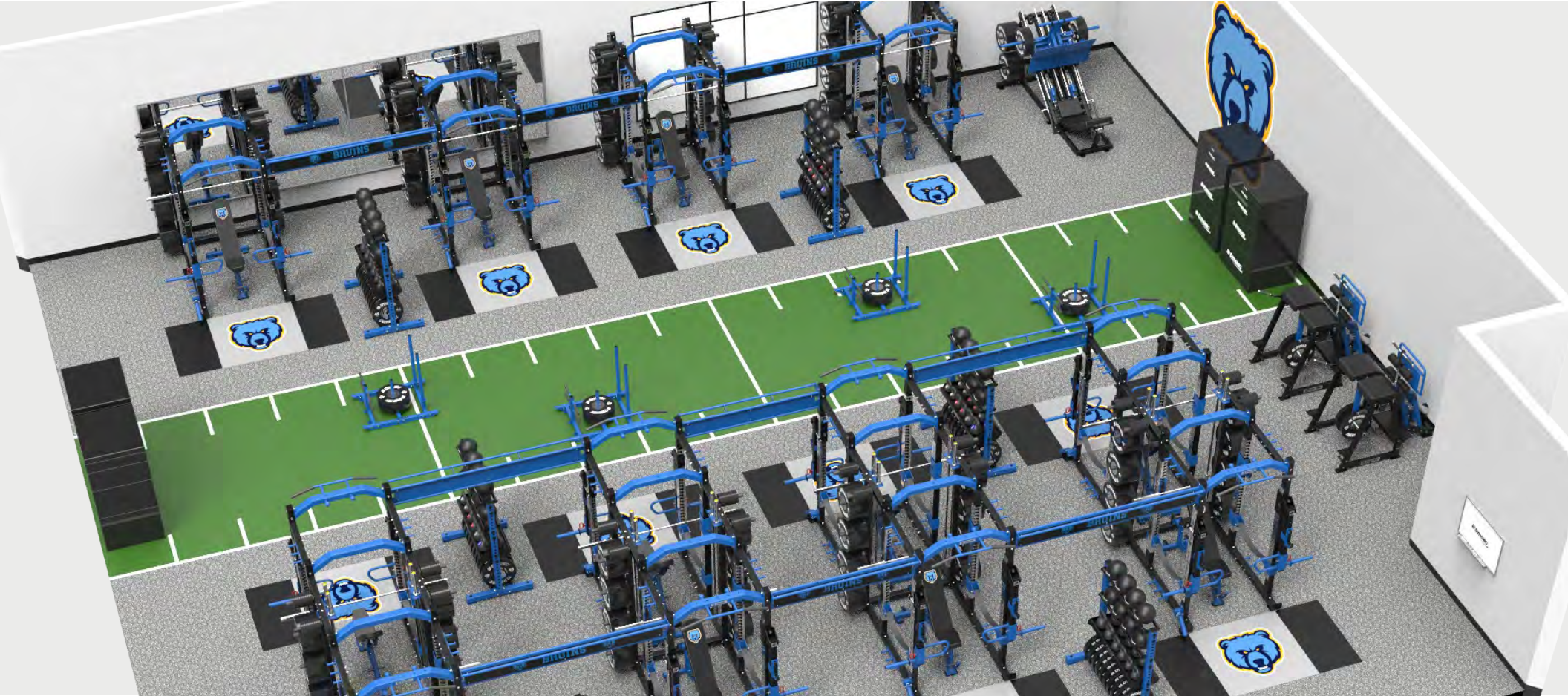


## ***Solution 1***

South Florence High School  
Florence, SC







**EQUIPMENT:**

- (4) Ultra Pro Double Power Rack  
Single Post
- (4) Ultra Pro Power Rack
- (12) Ladder Bench
- (2) Hyper/GHD Combo
- (4) Accell Sled
- (1) Bilateral Leg Press
- (6) Annex Plate Storage
- (12) Ultra Pro Upright Storage
- (12) Annex Medicine Ball Shelf
- (6) Annex Dumbbell/Kettlebell  
Shelf

**ACCESSORIES:**

- (2,250LB) Bumper Plates -  
45/25/10/5/2.5
- (24) Power Barbells
- (12) Hex/Trap Bar
- (12) Collar Sets
- (12) Ultra Pro Reverse Dip Station
- (12) Ultra Pro Athletic Training  
Arms
- Medicine Balls
- (4) Battle Rope
- (12) Lifting Chain Set
- (4) Soft Plyo Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary &  
Secondary Colors
- Inlaid Platforms
- Turf Option



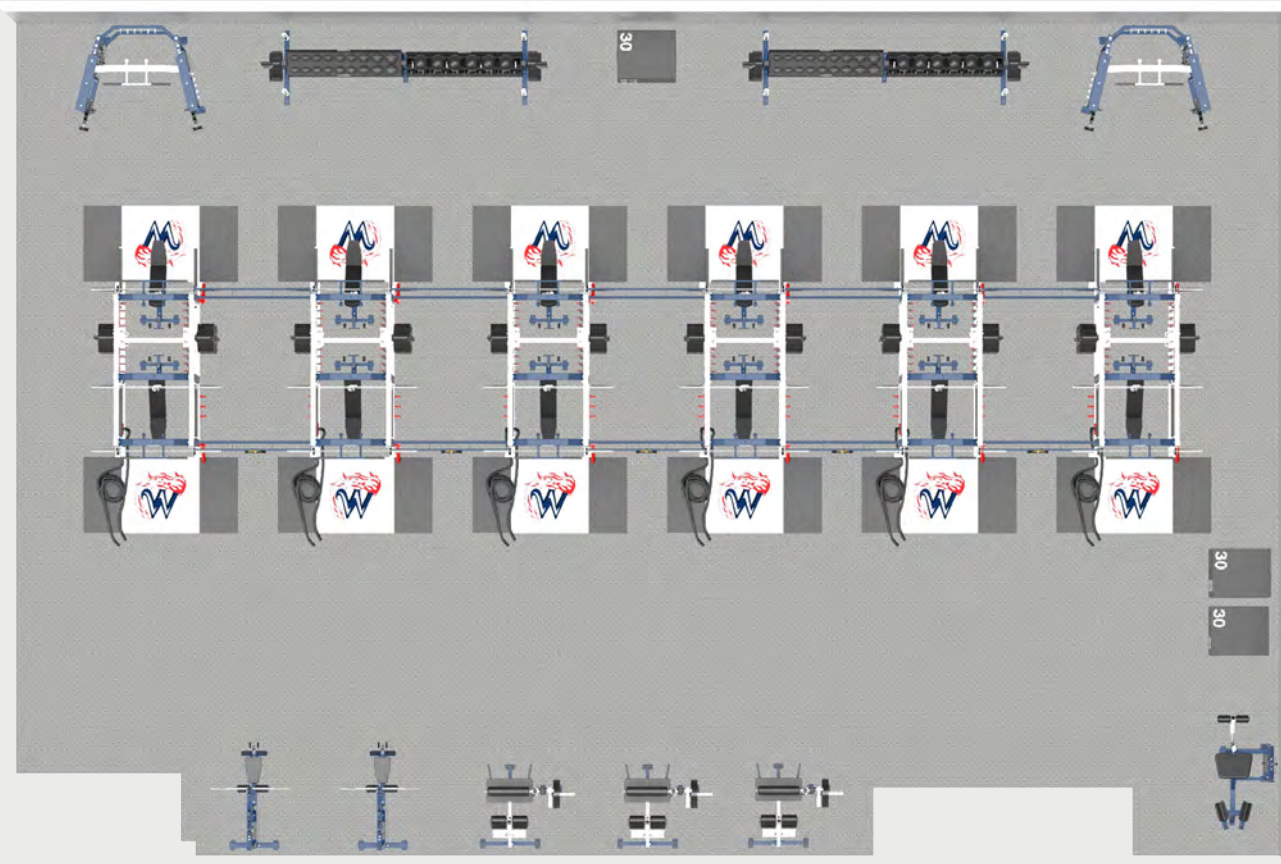
# 2000-2999 SQ. FEET

Cost Range:  
\$45 - \$65 per sq ft



**Solution 2**  
Waupaca High School  
Waupaca, WI

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification







**EQUIPMENT:**

- (6) Ultra Pro G2 Power Rack/Half Rack Combo Single Post
- (12) Ladder Bench
- (1) Leg Curl
- (2) Lat/Low Row
- (2) Functional Trainer
- (3) Inverse Leg Curl
- (6) Ultra Pro Upright Storage
- (12) Annex Saddle Dumbbell Shelf
- (2) Annex Medicine Ball Shelf
- (2) Annex Dumbbell/Kettlebell Shelf

- (5) TRX Suspension Trainer

**ACCESSORIES:**

- (2,570LB) Bumper Plates - 45/25/10/5/2.5
- (18) Power Barbells
- (4) Hex/Trap Bar
- (4) Olympic Curl Bar
- (16) Collar Sets
- (2) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- Slam Balls
- (6) Battle Rope

- (5) Soft Plyo Set

- (24) Resistance Band Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps

# 3000-3999 SQ. FEET

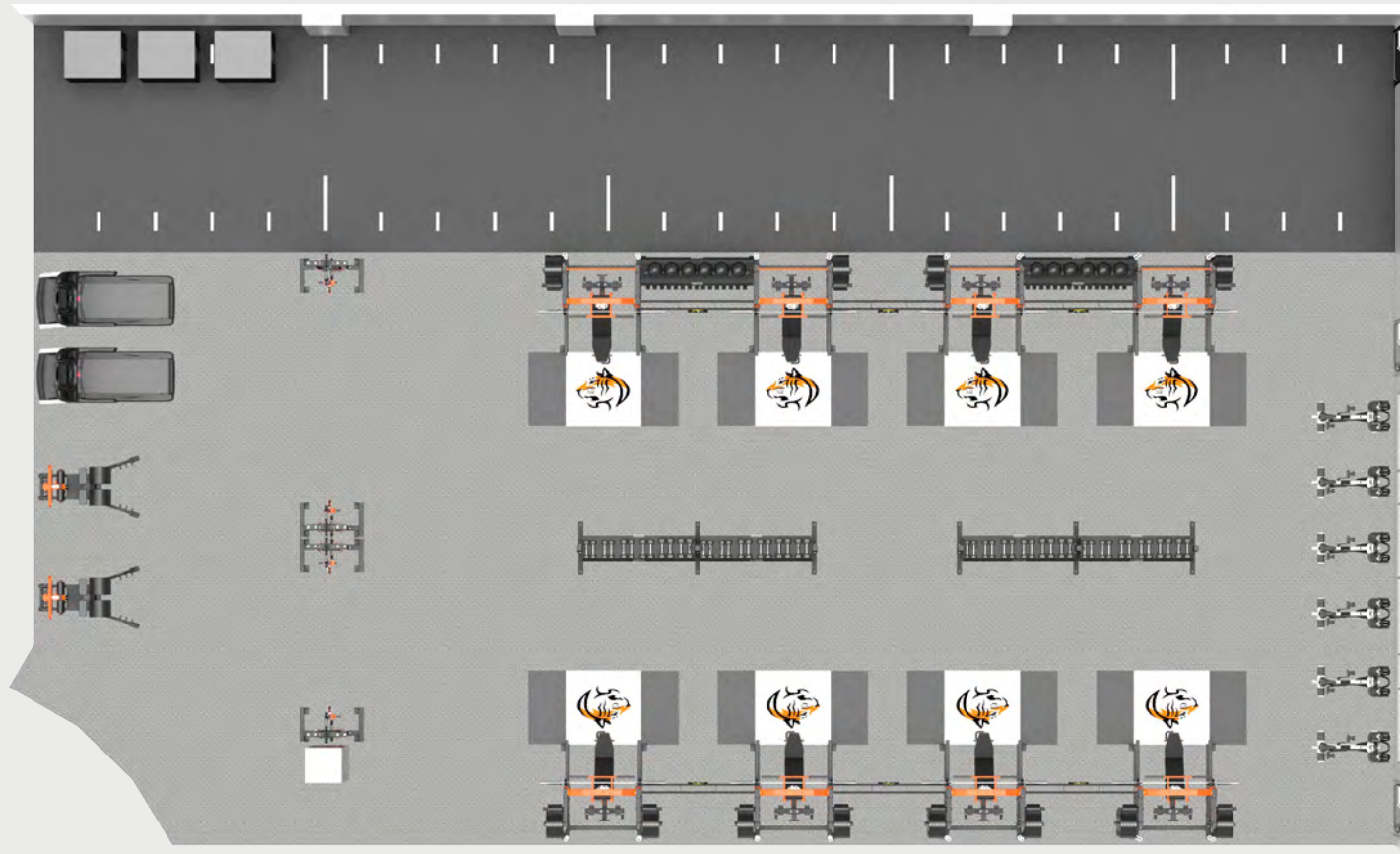
Cost Range:  
\$65 - \$85 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



## **Solution 1**

Greenwich Country Day School  
Greenwich, CT









# 3000-3999 SQ. FEET

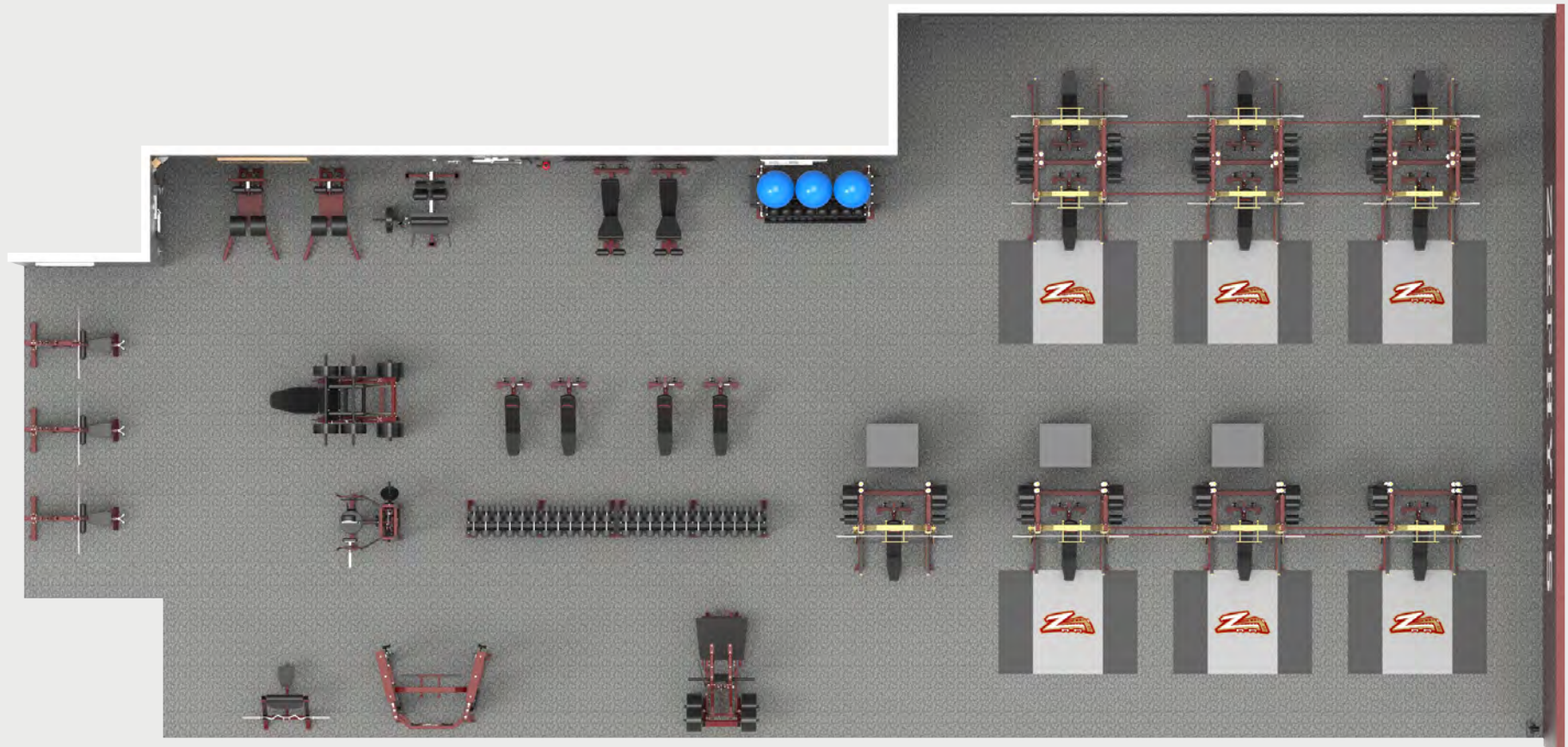
Cost Range:  
\$45 - \$65 per sq ft



## **Solution 2**

Whitehall High School  
Whitehall, PA

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification







**EQUIPMENT:**

- (3) Ultra Pro Double Half Rack Single Post
- (4) Ultra Pro Half Rack
- (10) Ladder Bench
- (3) Ladder Bench With Spotter Stands
- (3) Lat/Low Row
- (1) Functional Trainer
- (1) Inverse Leg Curl
- (1) Head & Neck Isolator
- (1) Leg Press
- (1) Keiser Squat

- (1) Cable High/Low Trainer
- (2) Walk Thru GHD
- (1) Preacher Curl
- (2) Ultra Pro 3-Tier Dumbbell Rack
- (1) Ultra Pro Upright Storage
- (1) 10-Foot Storage Locker
- (2) TRX Suspension Trainer

**ACCESSORIES:**

- (3,480LB) Bumper Plates - 45/25/10/5/2.5
- (4) Olympic Barbells
- (12) Power Barbells

- (16) Collar Sets
- (4) 2.5-20LB Hex Dumbbell Set
- (2) 25-110LB Hex Dumbbell Set
- (2) Ultra Pro Athletic Training Arms
- (4) Ultra Pro Dip Station
- Medicine Balls
- Physio Balls
- BOSU Balls
- (3) Battle Rope
- Chalk Bowl
- (24) Resistance Band Set
- (3) Soft Plyo Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps



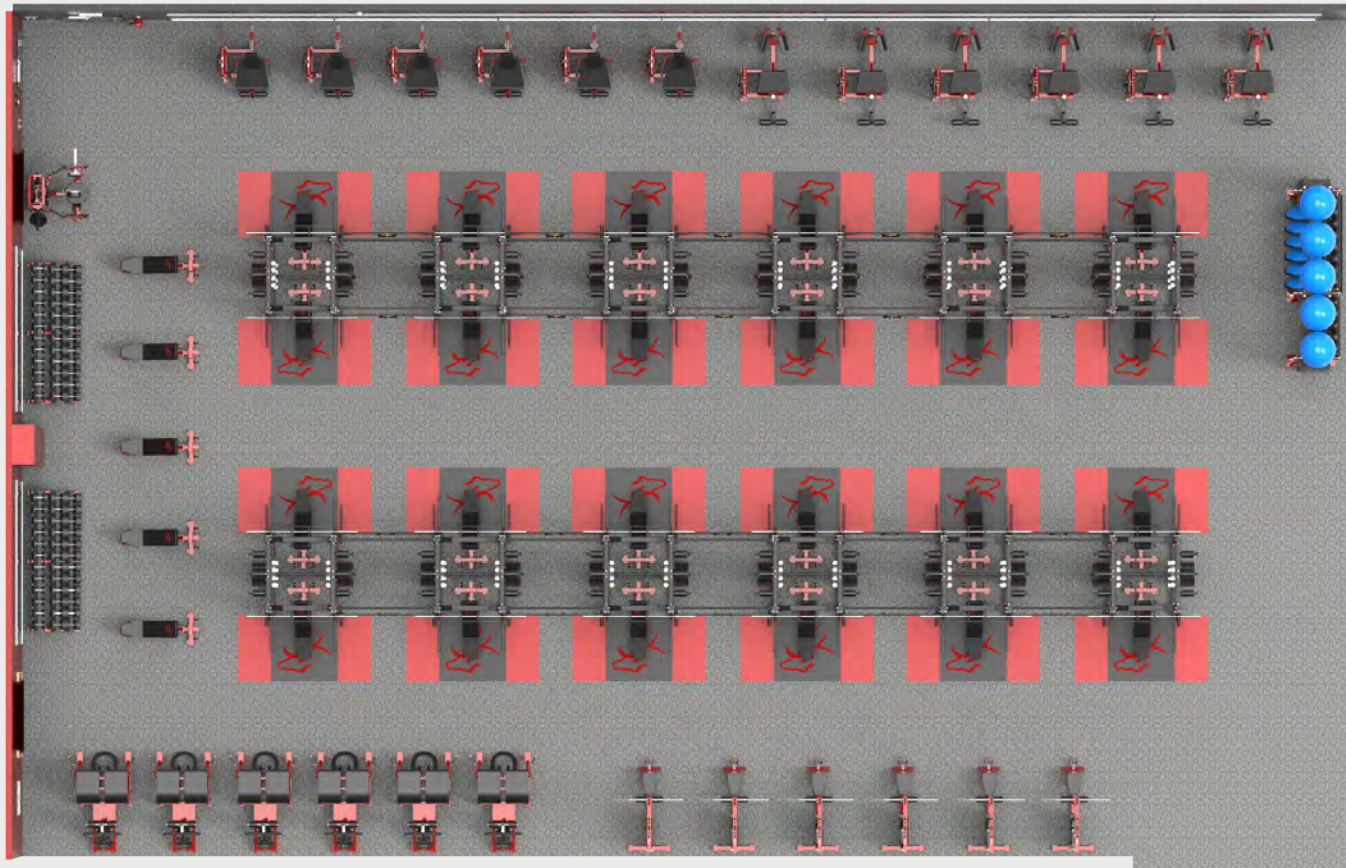
# 4000-4999 SQ. FEET

Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 1**  
Burleson High School  
Burleson, TX







### **EQUIPMENT:**

- (12) Ultra Pro Double Half Rack Single Post
- (29) Ladder Bench
- (6) Lat/Low Row
- (6) Hyper/GHD Combo
- (1) Head & Neck Isolator
- (6) Leg Extension
- (6) Prone Leg Curl
- (2) Ultra Pro 3-Tier Dumbbell Rack
- (1) 10-Foot Storage Locker
- (20) TRX Suspension Trainer

### **ACCESSORIES:**

- (8,400LB) Bumper Plates - 45/25/10/5/2.5
- (12) Olympic Barbells
- (12) Power Barbells
- (7) Olympic Curl Bar
- (24) Collar Sets
- (3) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- (2) 80-100LB Hex Dumbbell Set
- Physio Balls
- Slam Balls
- Kettlebells

### **BOSU Balls**

- (2) Foam Roller
- (2) Battle Rope
- (24) Resistance Band Set
- (10) Foam Floor Mats
- (12) Lifting Chain Set

### **CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps



# 4000-4999 SQ. FEET

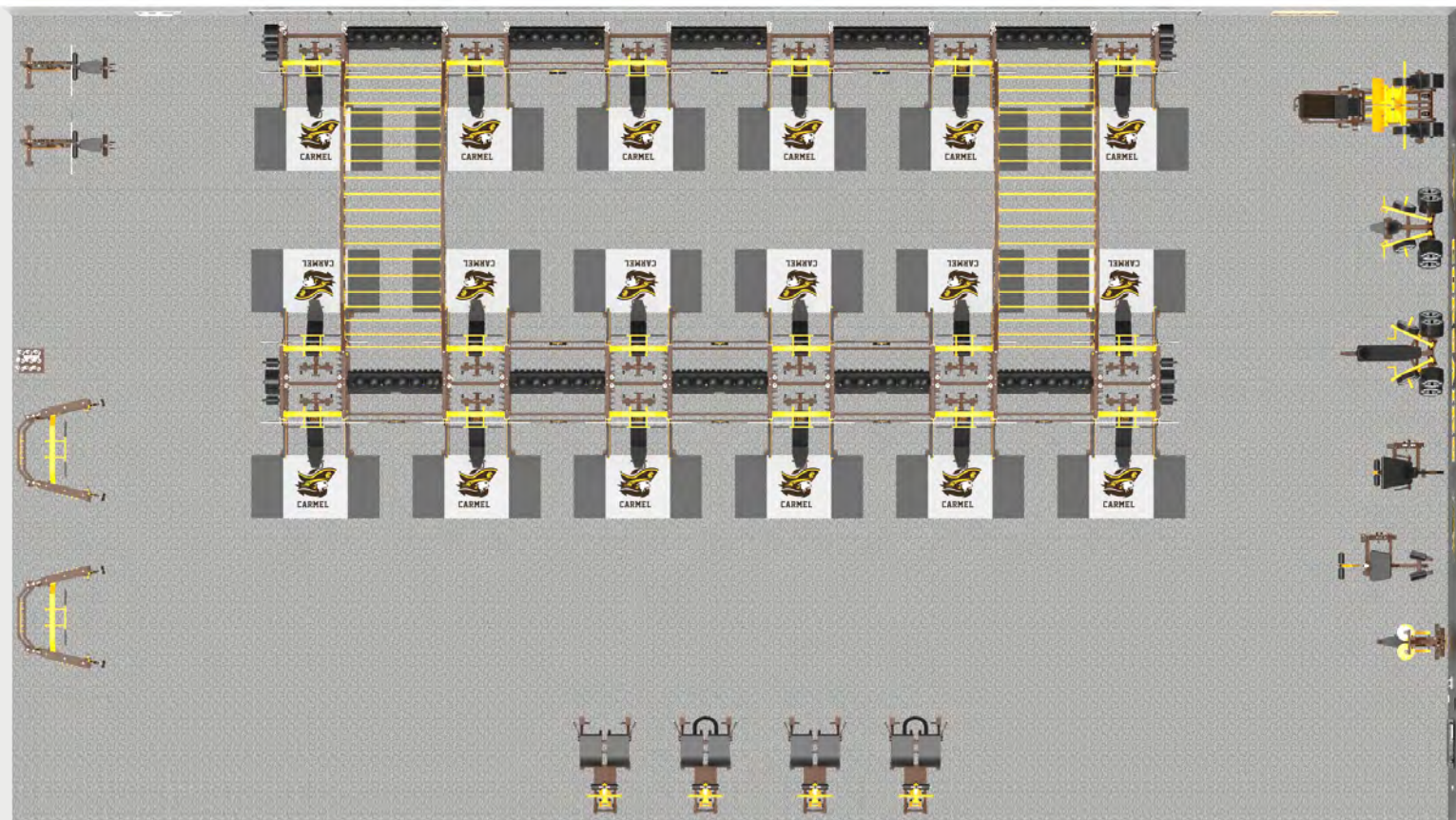
Cost Range:  
\$65 - \$85 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification

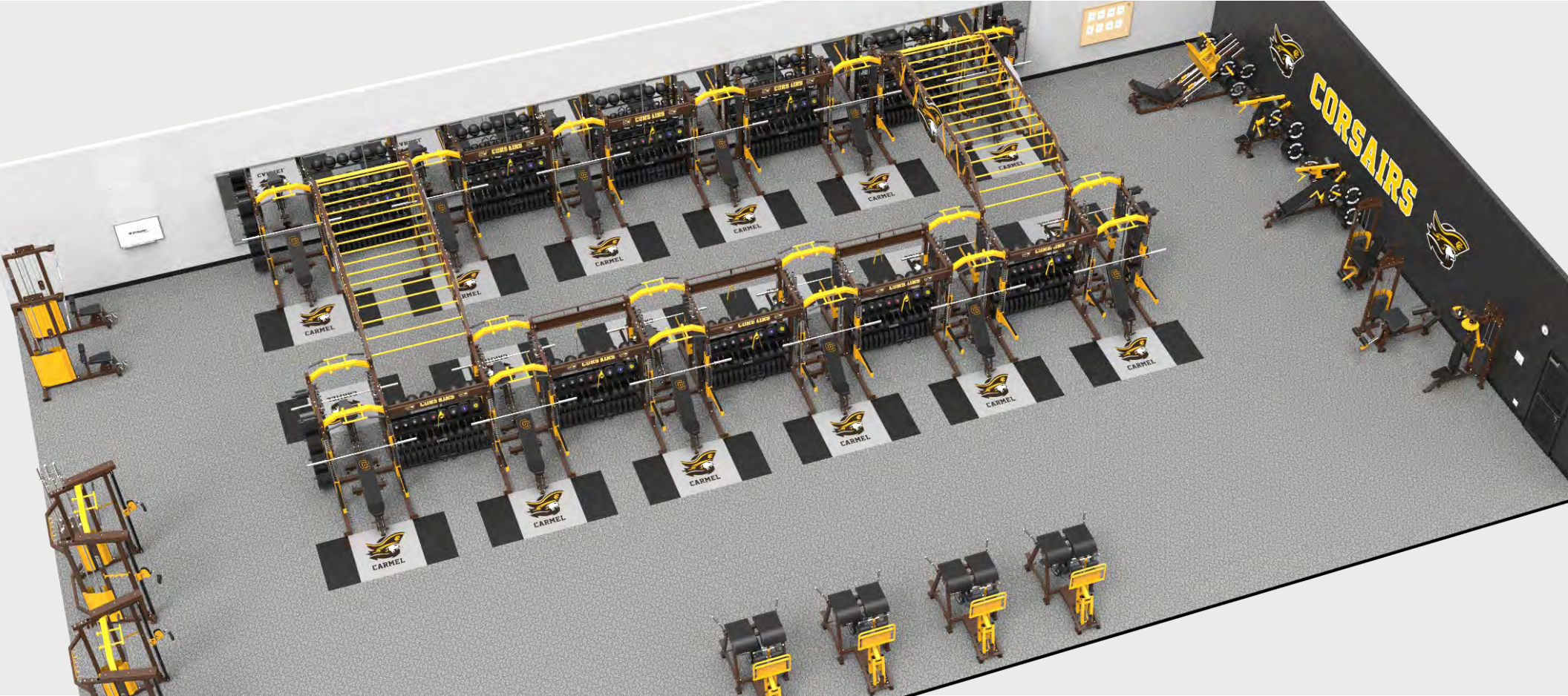


## Solution 2

Carmel Catholic High School  
Mundelein, IL







**EQUIPMENT:**

- (6) Ultra Pro Double Half Rack Single Post
- (6) Ultra Pro Half Rack
- (22) Ladder Bench
- (2) Lat/Low Row
- (1) Steated Preacher Curl
- (4) Hyper/GHD Combo
- (2) Functional Trainer
- (1) Bilateral Leg Press
- (1) Leg Extension
- (1) Rear Delt Pec Combo
- (1) Bilateral Shoulder Press

- (1) Bilateral Chest Press
- (2) Ultra Pro Bridge
- (10) Annex Plate Storage
- (10) Annex Medicine Ball Shelf
- (20) Annex Dumbbell/Kettlebell Shelf
- (2) 10-Bar Wall Mount Storage

**ACCESSORIES:**

- (2,880LB) Bumper Plates - 45/25/10
- (18) Olympic Barbells
- (18) Collar Sets
- (4) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- Medicine Balls
- Kettlebells

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Bridge Logos



# 5000-5999 SQ. FEET

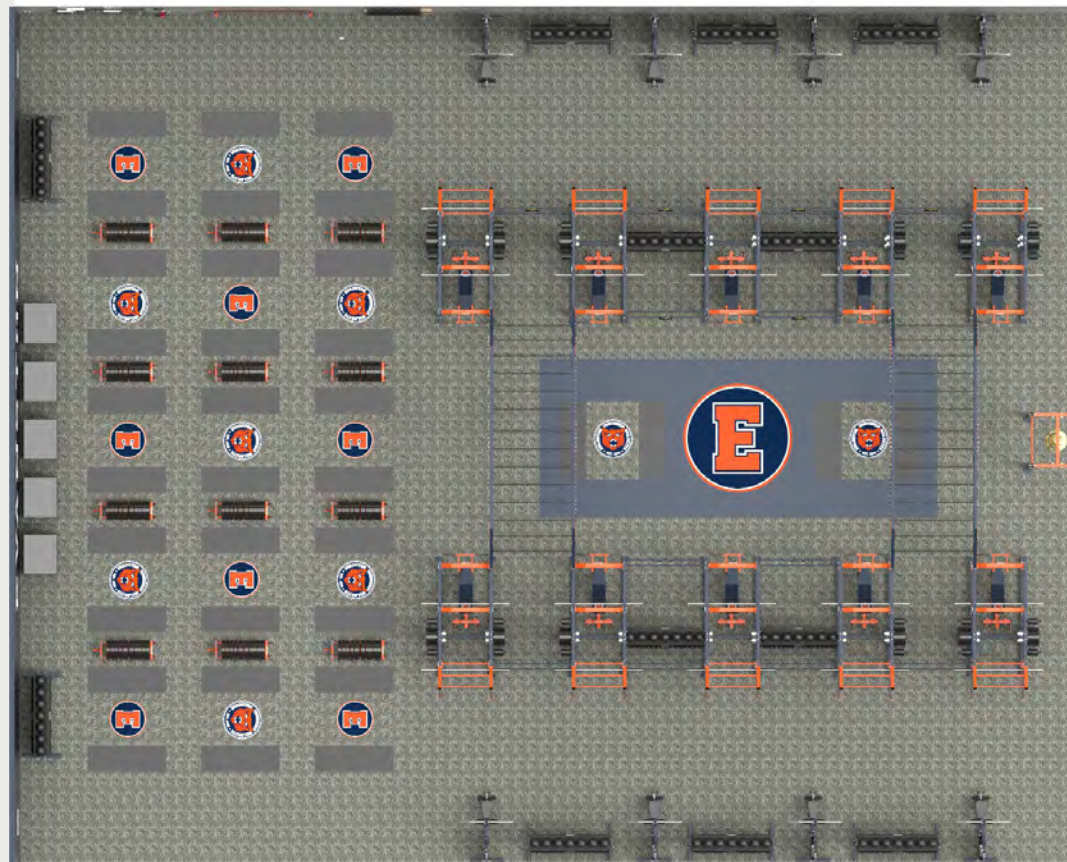
Cost Range:  
\$65 - \$85 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



## **Solution 1**

Evanston High School  
Evanston, IL







**EQUIPMENT:**

- (10) Ultra Pro Power Rack/Half Rack Combo
- (25) Ladder Bench
- (8) Lat/Low Row
- (4) Accell Sled
- (2) Ultra Pro Bridge
- (4) Annex Plate Storage
- (8) Annex Medicine Ball Shelf
- (36) Annex Dumbbell/Kettlebell Shelf
- (16) Annex Free-Standing Upright Storage

- (12) Horizontal Rolling Bumper Storage
- (2) 10-Bar Wall Mount Storage
- (12) TRX Suspension Trainer

**ACCESSORIES:**

- (8,900LB) Bumper Plates - 45/25/10/5/2.5
- (20) Olympic Barbells
- (35) Collar Sets
- (6) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- (2) 80-100LB Hex Dumbbell Set

- Slam Balls
- Medicine Balls
- Kettlebells
- (20) Resistance Band Set
- (20) Split Squat Roller
- (10) Dip Belts
- (5) Soft Plyo Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps
- Bridge Logos
- Custom Bell Tower



# 5000-5999 SQ. FEET

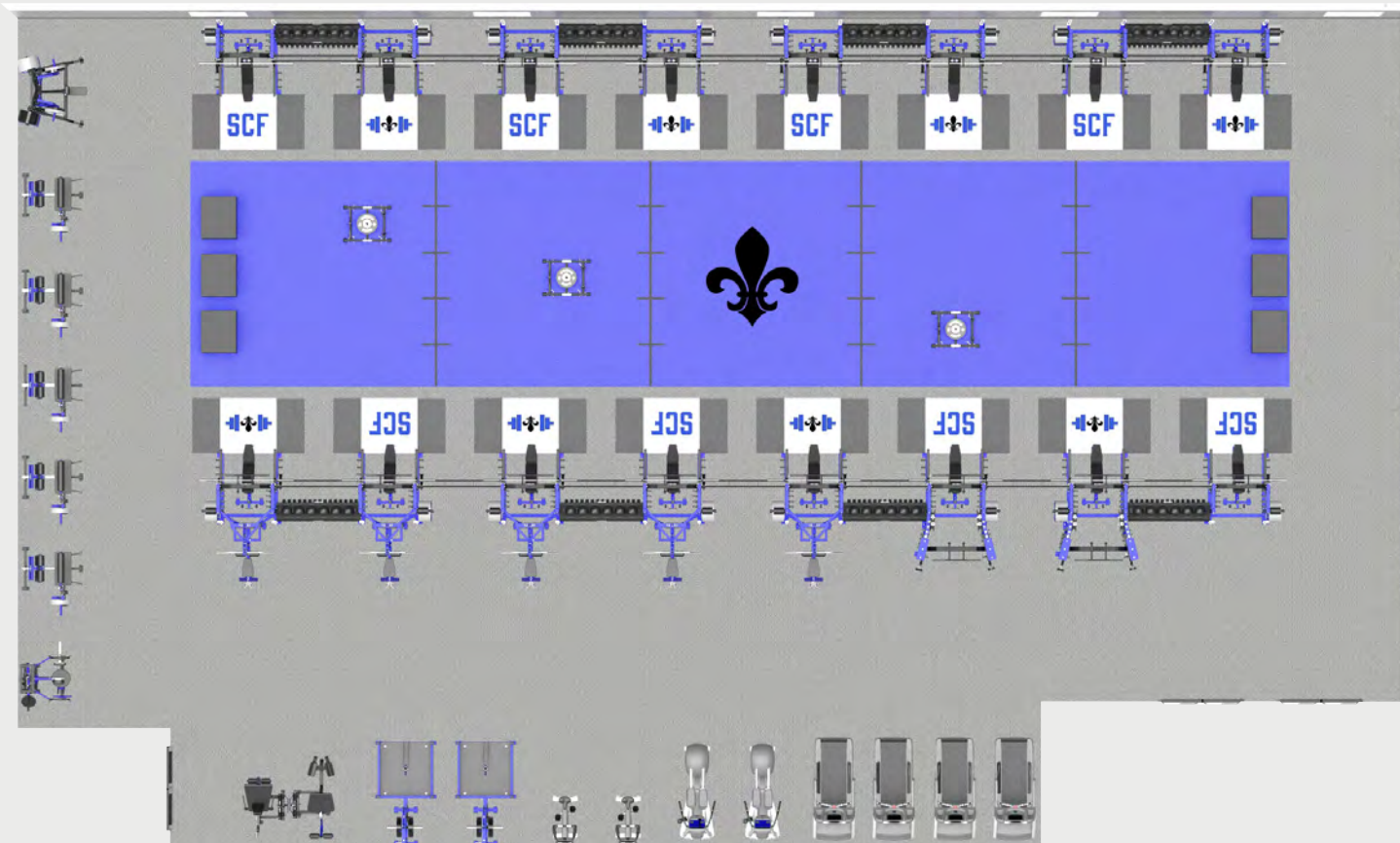
Cost Range:  
\$50 - \$70 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



## ***Solution 2***

St. Croix Falls High School  
St. Croix Falls, WI





**EQUIPMENT:**

- (16) Ultra Pro Half Rack
- (16) Ladder Bench
- (5) Lat/Low Row
- (2) Functional Trainer
- (5) Inverse Leg Curl
- (1) Head & Neck Isolator
- (1) Leg Extension
- (1) Prone Leg Curl
- (1) Bilateral Low Row
- (2) Belt Squat
- (2) Accell Sled
- (1) Vertical Foam Mat Rack
- (8) Annex Plate Storage

- (8) Annex Medicine Ball Shelf
- (16) Annex Dumbbell/Kettlebell Shelf
- (4) Treadmill
- (4) Elliptical or Cycle Trainer

**ACCESSORIES:**

- (4,020LB) Bumper Plates - 45/25/10/5/2.5
- (6) Olympic Barbells
- (28) Power Barbells
- (6) Technique Training Barbells
- (16) Hex/Trap Bar
- (2) Safety Squat Bar

- (16) Collar Sets
- (2) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- (2) 80-100LB Hex Dumbbell Set
- (8) Ultra Pro Dip Station
- Medicine Balls
- Wall Balls
- Kettlebells
- (8) Battle Rope
- (32) Resistance Band Set
- (4) Soft Plyo Set
- (30) Foam Floor Mats
- (20) Jump Ropes
- (24) Banana Hurdles

- (8) Padded Lifting Belts
- Vertical Jump Tester

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps
- Turf Option
- Monster Wall Logo Sign



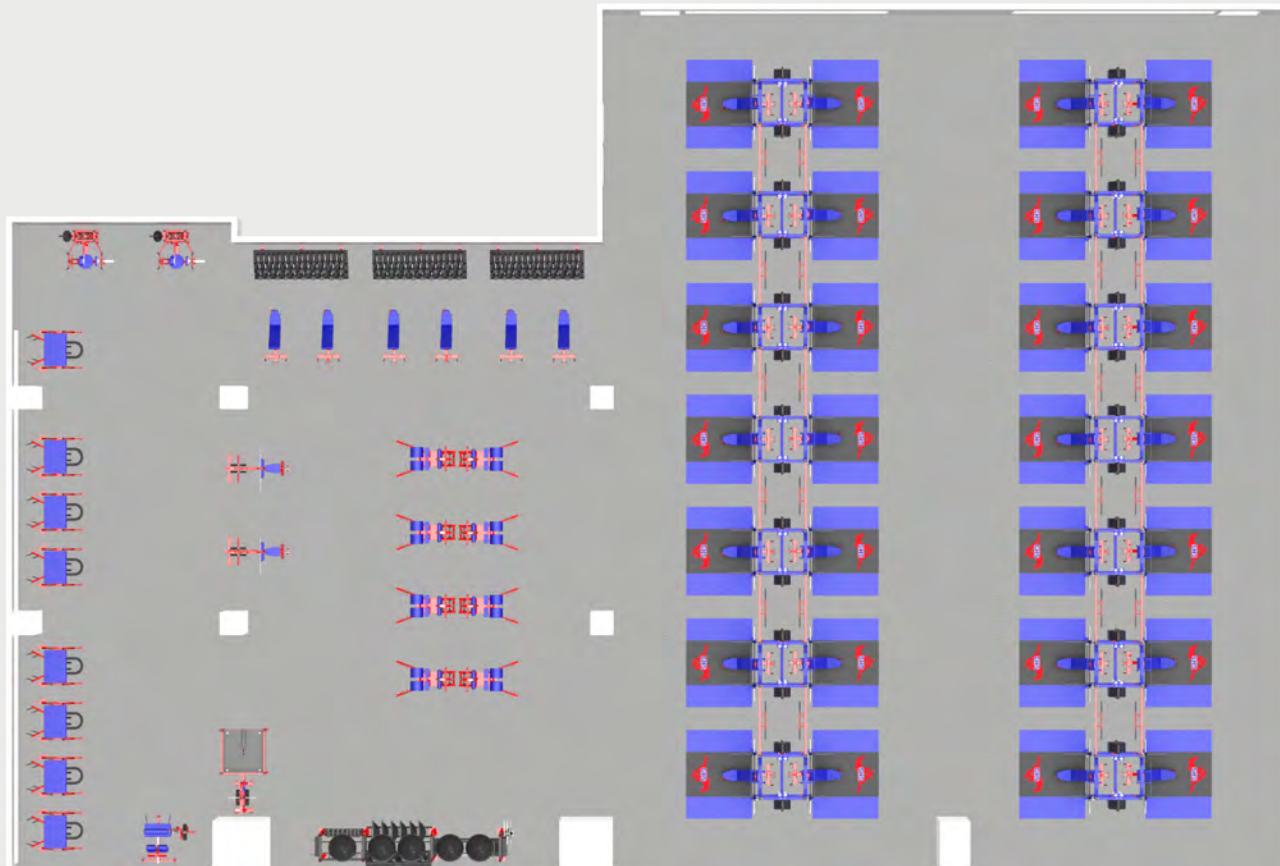
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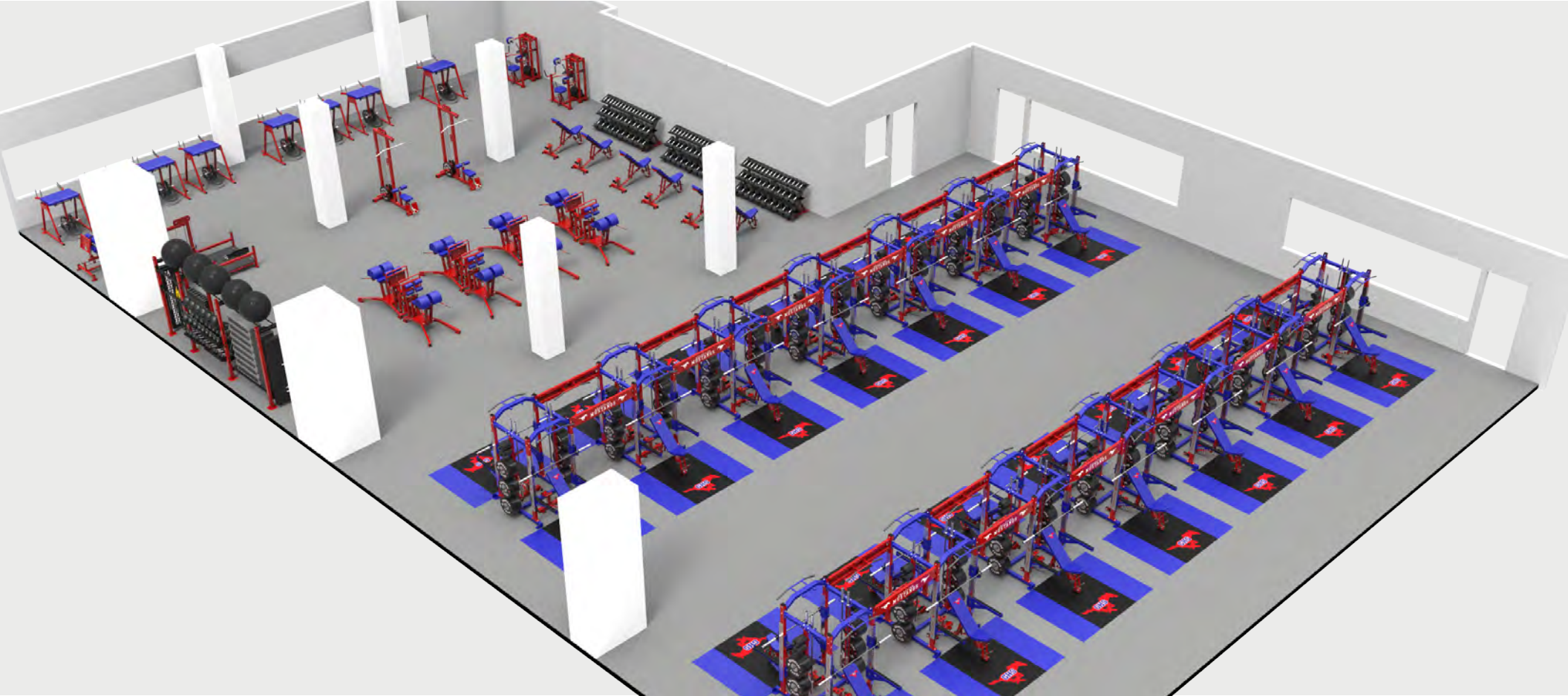
Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 1**  
Grapevine High School  
Grapevine, TX





**EQUIPMENT:**

- (14) Ultra Pro Double Half Rack Single Post
- (34) Ladder Bench
- (2) Lat/Low Row
- (8) Walk Thru GHD
- (8) Hyper/GHD Combo
- (1) Inverse Leg Curl
- (1) Belt Squat
- (2) Head & Neck Isolator
- (3) Ultra Pro 3-Tier Dumbbell Rack
- (1) 16-Foot Storage Locker
- (1) TRX Suspension Trainer

**ACCESSORIES:**

- (8,200LB) Bumper Plates - 45/35/25/10/5/2.5
- (10) Olympic Barbells
- (18) Power Barbells
- (6) Technique Training Barbells
- (28) Collar Sets
- (3) 5-50LB Hex Dumbbell Set
- (3) 55-75LB Hex Dumbbell Set
- (3) 80-100LB Hex Dumbbell Set
- Slam Balls
- Physio Balls
- Kettlebells

- (14) Resistance Band Set
- (14) Foam Floor Mats
- Lifting Chain Set
- (12) Aerobic Step Platforms
- (24) Exercise Step Risers

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms

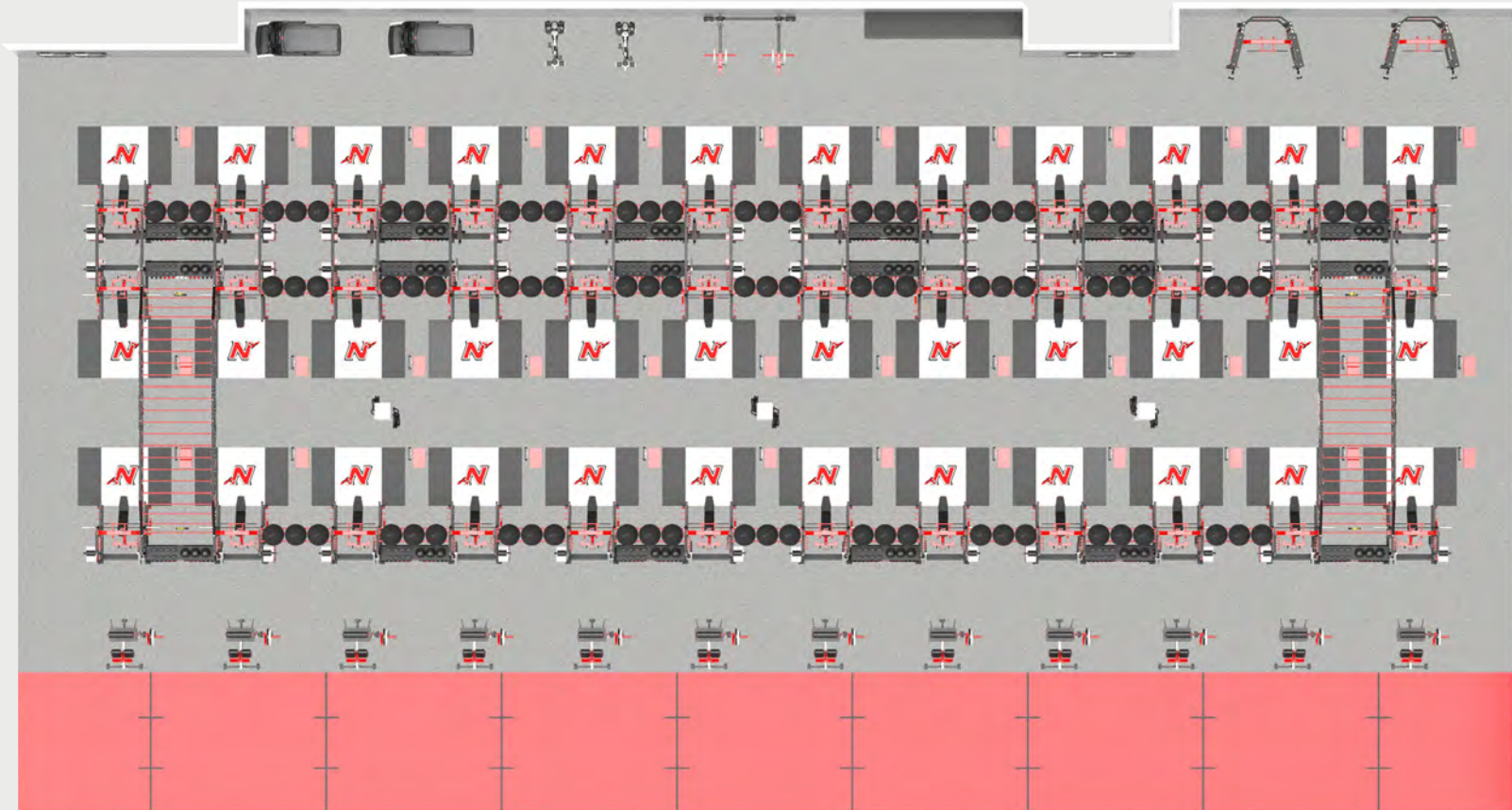
# 6000-7999 SQ. FEET

Cost Range:  
\$65 - \$85 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 2**  
Neenah High School  
Neenah, WI







**EQUIPMENT:**

- (36) Ultra Pro G2 Half Rack
- (36) Ladder Bench
- (12) Inverse Leg Curl
- (2) Functional Trainer
- (2) Ultra Pro Bridge
- (1) Athletic Training Squat System
- (36) Annex Saddle Dumbbell Shelf
- (18) Annex Plate Storage
- (18) Annex Dumbbell/Kettlebell Shelf
- (32) TRX Suspension Trainer
- (2) Treadmill

- (2) Elliptical or Cycle Trainer

**ACCESSORIES:**

- (10,080LB) Bumper Plates - 45/25/10/5/2.5
- (20) Olympic Barbells
- (36) Power Barbells
- (8) Technique Training Barbells
- (2) Safety Squat Bar
- (8) Swiss Bar
- (18) Hex/Trap Bar
- (36) Collar Sets
- 5-100LB Round Dumbbell Set

- (3) 5-50LB Round Dumbbell Set
- (3) 55-75LB Round Dumbbell Set
- (10) 30-65LB Round Dumbbells
- (3) 80-90LB Round Dumbbells
- (18) Ultra Pro Dip Station
- (36) Squat Box
- Physio Balls
- Slam Balls
- Kettlebells
- (6) Battle Rope
- (36) Split Squat Roller

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Bridge Logos
- Turf Option

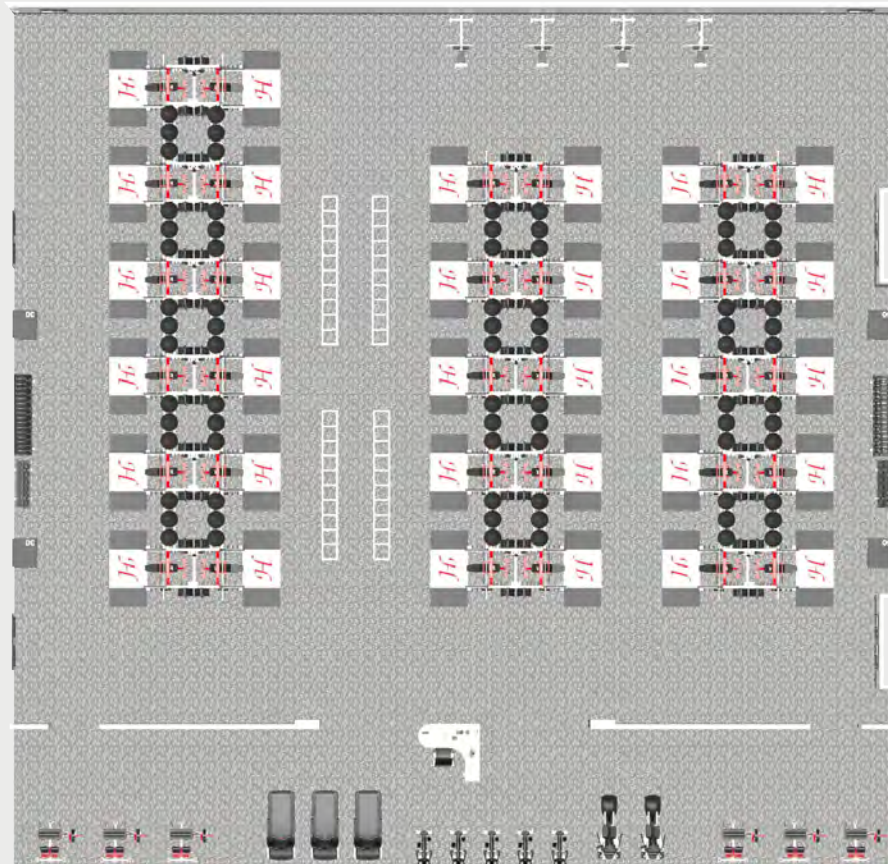
# 8000-9999 SQ. FEET

Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 1**  
Hortonville High School  
Hortonville, WI







**EQUIPMENT:**

- (16) Ultra Pro G2 Double Half Rack
- (32) Ladder Bench
- (4) Lat/Low Row
- (6) Inverse Leg Curl
- (1) Ultra Pro 2-Tier Dumbbell Rack
- (1) Accell 2-Tier Kettlebell Rack
- (3) Treadmill
- (7) Elliptical or Cycle Trainer

**ACCESSORIES:**

- (8,190LB) Bumper Plates - 45/25/10/5/2.5
- (32) Olympic Barbells
- (32) Collar Sets
- 5-50LB Hex Dumbbell Set
- 55-75LB Hex Dumbbell Set
- (32) Ultra Pro Dip Station
- Physio Balls
- Kettlebells
- (32) Resistance Band Set
- (32) Split Squat Roller
- (8) Soft Plyo Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps



# 8000-9999 SQ. FEET

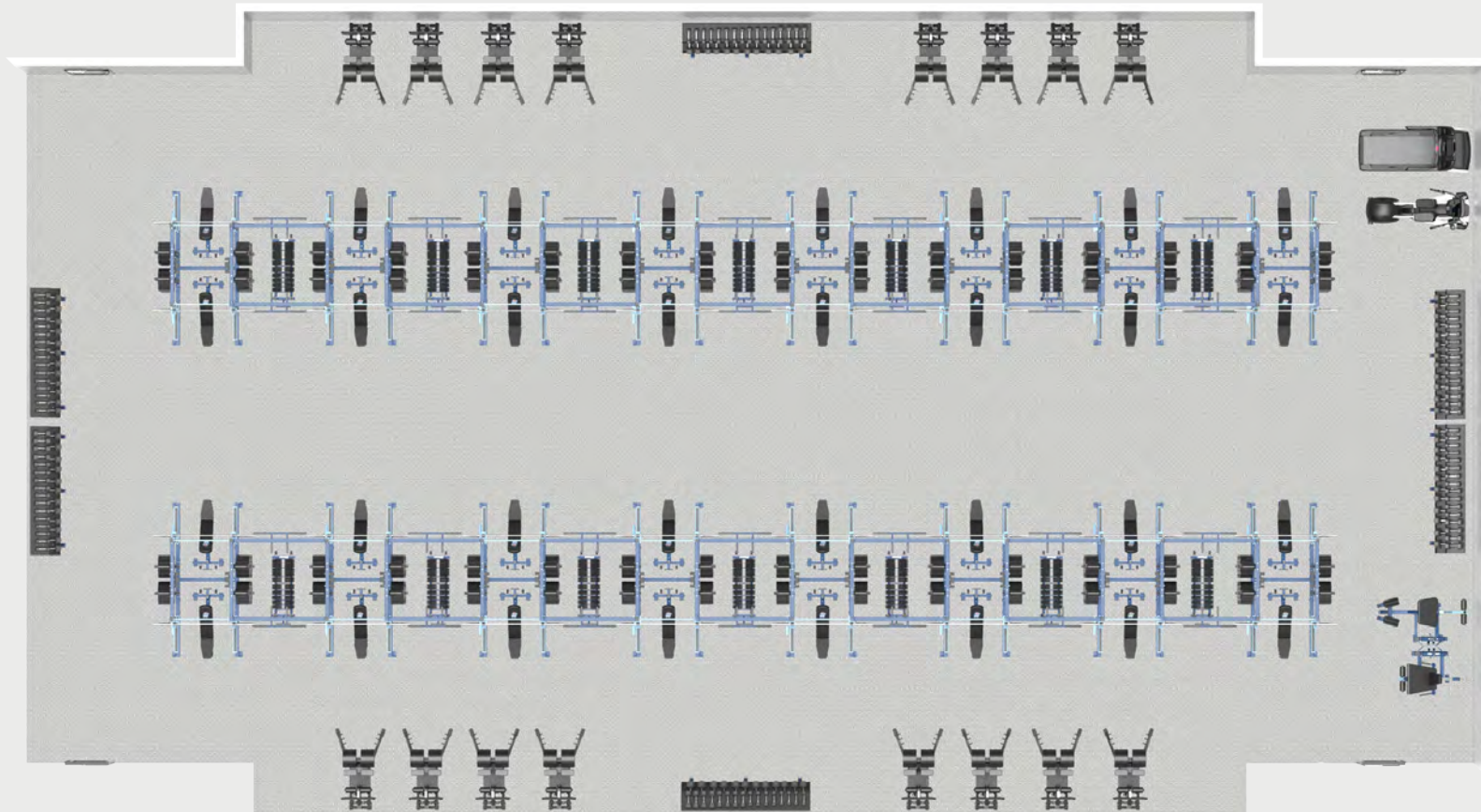
Cost Range:  
\$45 - \$65 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification

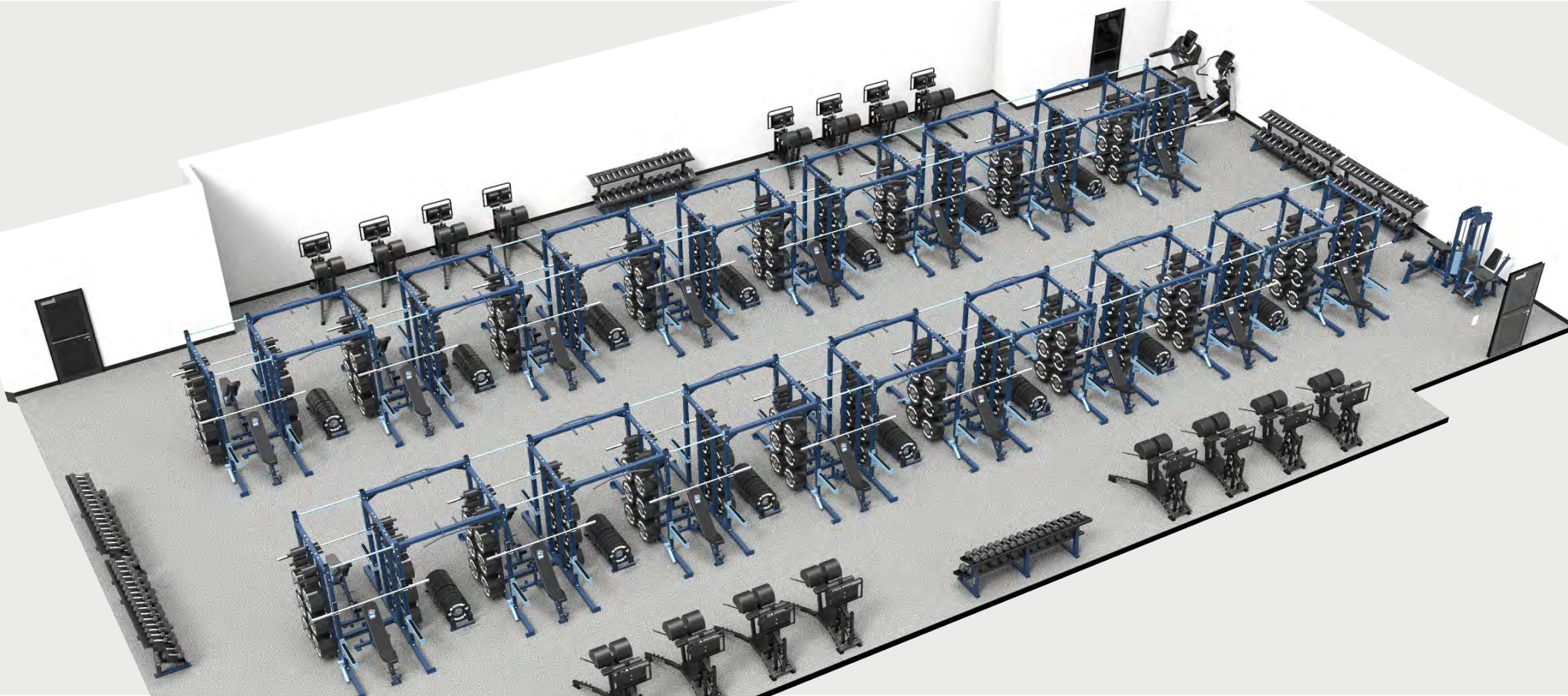


## *Solution 2*

Mary Carroll High School  
Corpus Christi, TX







**EQUIPMENT:**

- (16) Titan G2 Double Half Rack
- (32) Ladder Bench
- (16) Accell GHD
- (1) Leg Extension
- (1) Prone Leg Curl
- (16) Horizontal Rolling Bumper Storage
- (6) Ultra Pro 2-Tier Dumbbell Rack
- (1) Treadmill
- (1) Elliptical or Cycle Trainer

**ACCESSORIES:**

- (17,920LB) Cast Iron Plates - 45/25/10/5/2.5
- (5,120LB) Bumper Plates - 45/25/10
- (32) Olympic Barbells
- (32) Power Barbells
- (32) Technique Training Barbells
- (96) Collar Sets
- (4) 5-50LB Hex Dumbbell Set
- (2) 55-75LB Hex Dumbbell Set
- (2) 80-100LB Hex Dumbbell Set
- (32) Battle Rope

- (32) Lifting Chain Set

**CUSTOMIZING:**

- Bench Slip Covers
- Powder-Coat Primary & Secondary Colors

# 10000-11999 SQ. FEET

Cost Range:  
\$65 - \$85 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 1**  
Bay Port High School  
Green Bay, WI







**EQUIPMENT:**

- (20) Ultra Pro G2 Double Half Rack  
Double Post
- (40) Ladder Bench
- (6) Lat/Low Row
- (5) Inverse Leg Curl
- (5) Hyper/GHD Combo
- (3) Functional Trainer
- (8) Accell Sled
- (6) Ultra Pro 3-Tier Dumbbell Rack
- (1) Annex Saddle Dumbbell Shelf
- (4) Treadmill
- (4) Education Tables

- (4) Ultra Pro Bridge

**ACCESSORIES:**

- (11,100LB) Bumper Plates -  
45/25/10/5/2.5
- (45) Power Barbells
- (20) Technique Training Barbells
- (40) Hex/Trap Bar
- (60) Collar Sets
- (5) 5-50LB Hex Dumbbell Set
- (5) 55-85LB Hex Dumbbell Set
- (40) Ultra Pro Dip Station
- (40) Squat Box

- Medicine Balls
- Wall Balls
- Physio Balls
- Kettlebells
- (50) Resistance Band Set
- (15) Battle Rope
- (8) Soft Plyo Set
- (8) Agility Ladder

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary &  
Secondary Colors
- Inlaid Platforms
- Barbell Caps
- Bridge Logos
- Turf Option



# 10000-11999 SQ. FEET

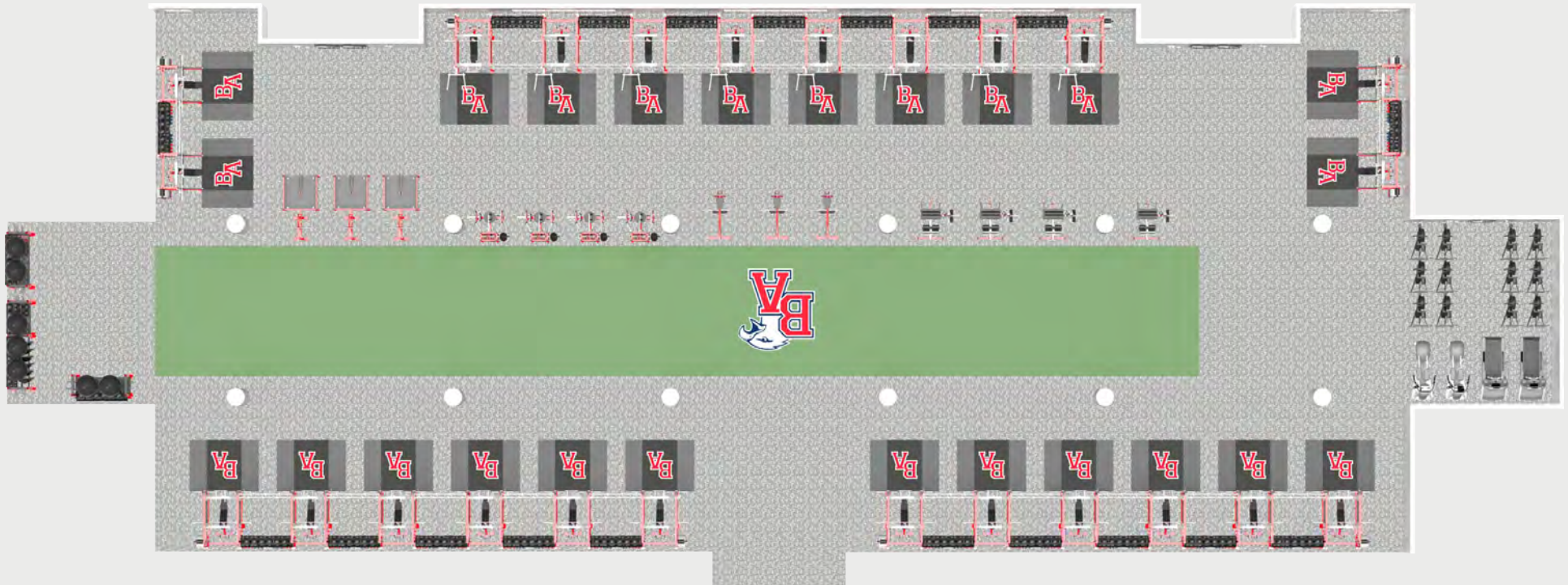
Cost Range:  
\$60 - \$80 per sq ft

Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification

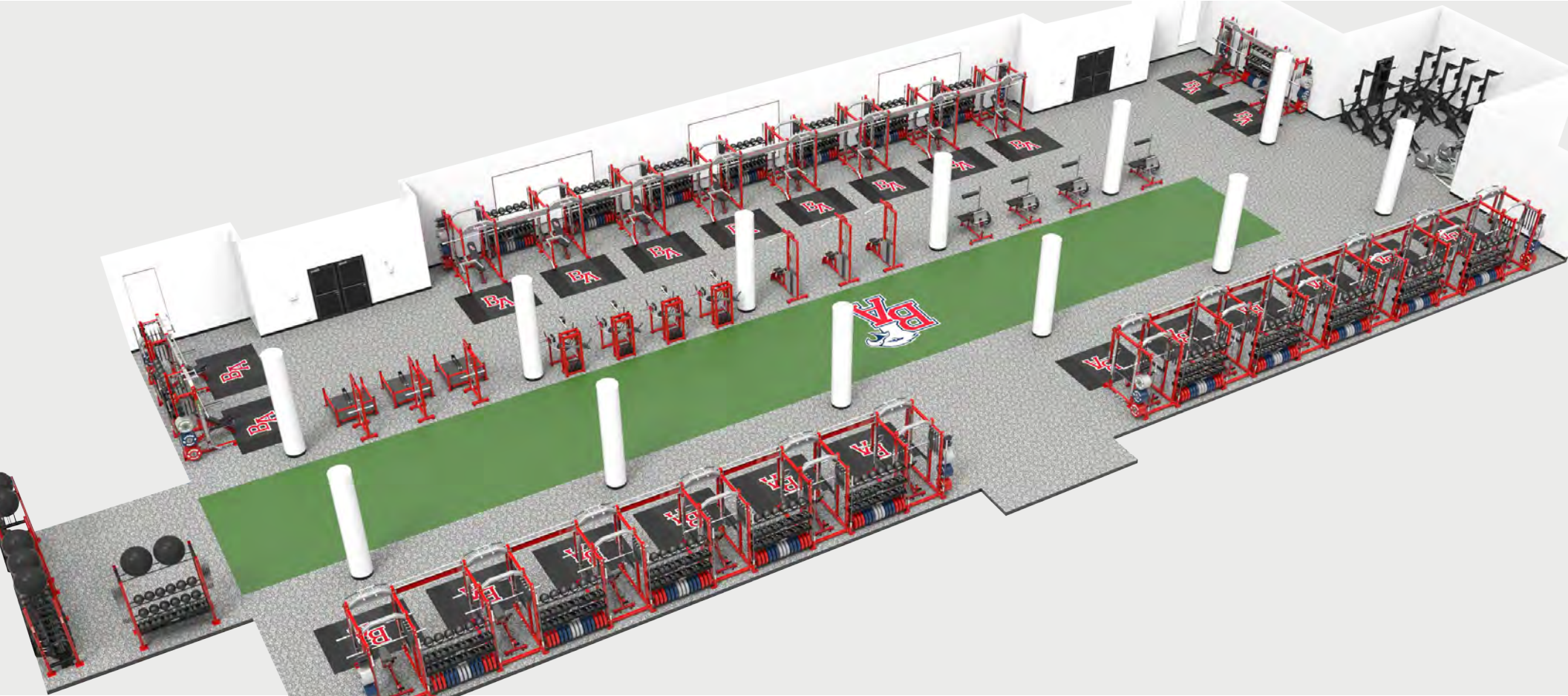


## *Solution 2*

Brentwood Academy High School  
Brentwood, TN







**EQUIPMENT:**

- (20) Ultra Pro Power Rack
- (8) Ultra Pro Half Rack
- (24) Ladder Bench
- (3) Lat/Low Row
- (3) Belt Squat
- (4) Inverse Leg Curl
- (4) Head & Neck Isolator
- (19) Annex Plate Storage
- (19) Annex Medicine Ball Shelf
- (38) Annex Dumbbell/Kettlebell Shelf
- (1) 10-Foot Storage Locker

- (2) Titan Storage Unit
- (2) Treadmill
- (2) Elliptical or Cycle Trainer
- (6) Rowers

**ACCESSORIES:**

- (12,720LB) Bumper Plates - 45/25/10/5/2.5
- (24) Olympic Barbells
- (24) Power Barbells
- (24) Technique Training Barbells
- (72) Collar Sets
- (14) 5-50LB Hex Dumbbell Set

- (5) 20LB Hex Dumbbells
- (14) 55LB Hex Dumbbells
- (5) 60-100LB Hex Dumbbell Set
- (12) Ultra Pro Athletic Training Arms
- (8) Ultra Pro Reverse Dip Station
- Medicine Balls
- Wall Balls
- (48) Resistance Band Set

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Bumper Plates
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Barbell Caps
- Turf Option

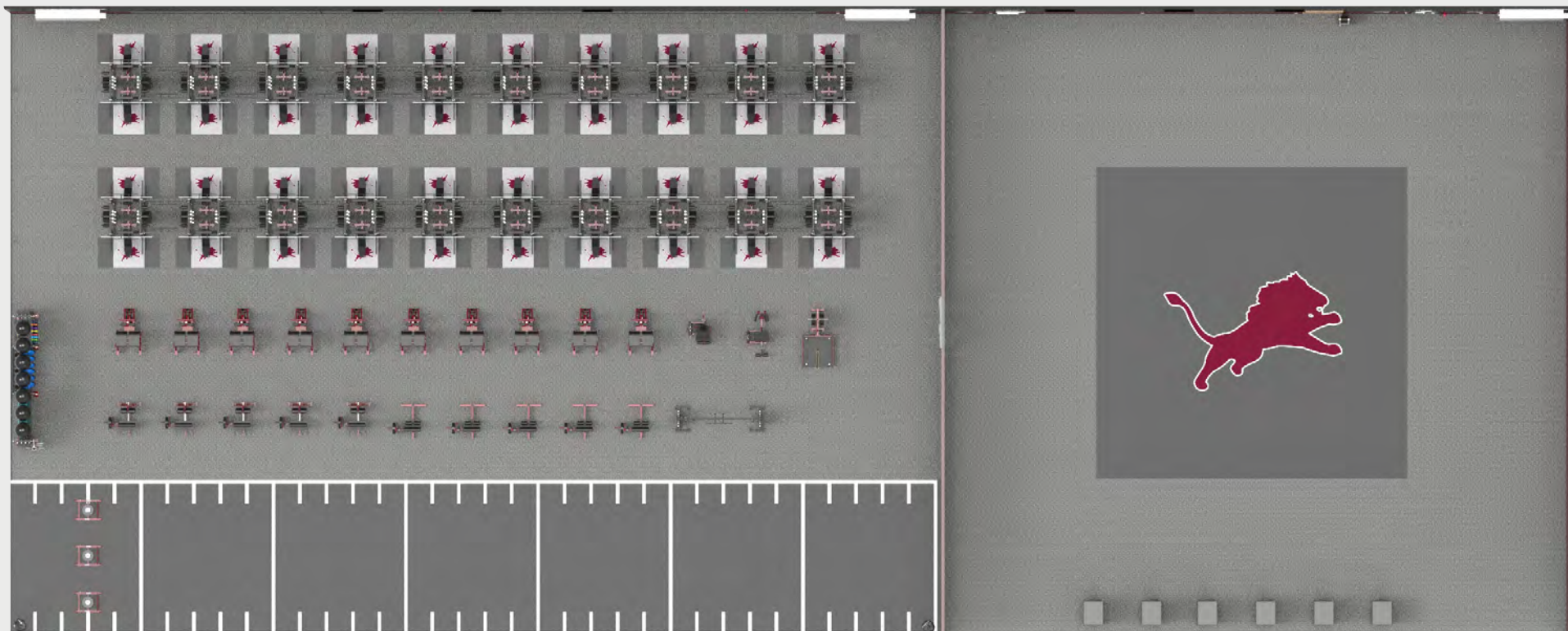
**12000+  
SQ. FEET**

Cost Range:  
\$45 - \$65 per sq ft

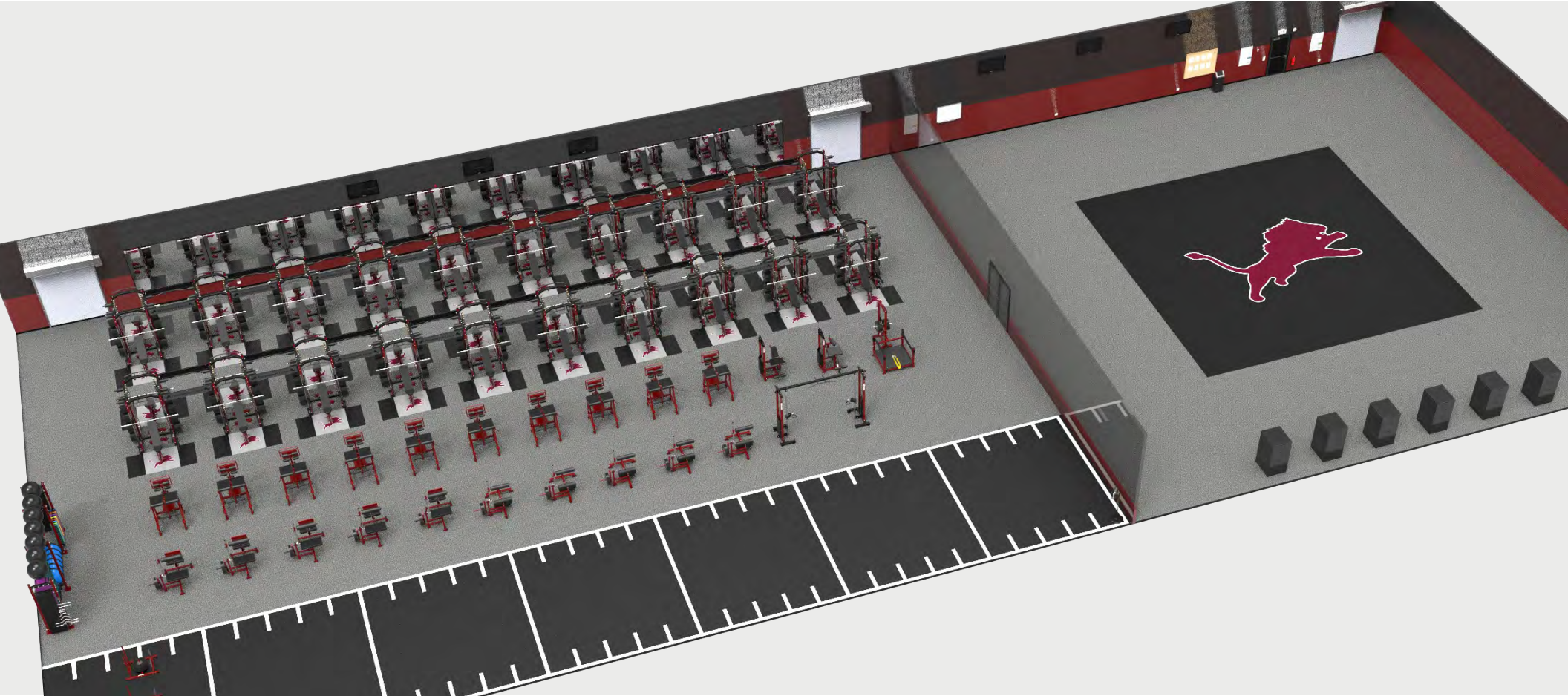
Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 1**  
Brownwood High School  
Brownwood, TX







**EQUIPMENT:**

- (20) Ultra Pro Double Half Rack Single Post
- (40) Ladder Bench
- (1) Belt Squat
- (10) Inverse Leg Curl
- (1) Leg Extension
- (1) Prone Leg Curl
- (10) Hyper/GHD Combo
- (3) Accell Sled
- (1) Cable Crossover System
- (1) TRX Suspension Trainer

**ACCESSORIES:**

- (7,000LB) Bumper Plates - 45/25/10/5/2.5
- (20) Olympic Barbells
- (40) Power Barbells
- (20) Technique Training Barbells
- (40) Collar Sets
- 5-50LB Hex Dumbbell Set
- 55-75LB Hex Dumbbell Set
- 80-100LB Hex Dumbbell Set
- Medicine Balls
- Physio Balls
- Kettlebells

BOSU Balls

- (8) Battle Rope
- (8) Resistance Band Set
- (6) Soft Plyo Set
- (20) Foam Floor Mats
- Lifting Chain Set
- (12) Aerobic Step Platforms
- (24) Exercise Step Risers

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Laser-Cut Logo Connector Bars
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms
- Turf Option
- Dedicated Athletic Training Floor with Monster Logo



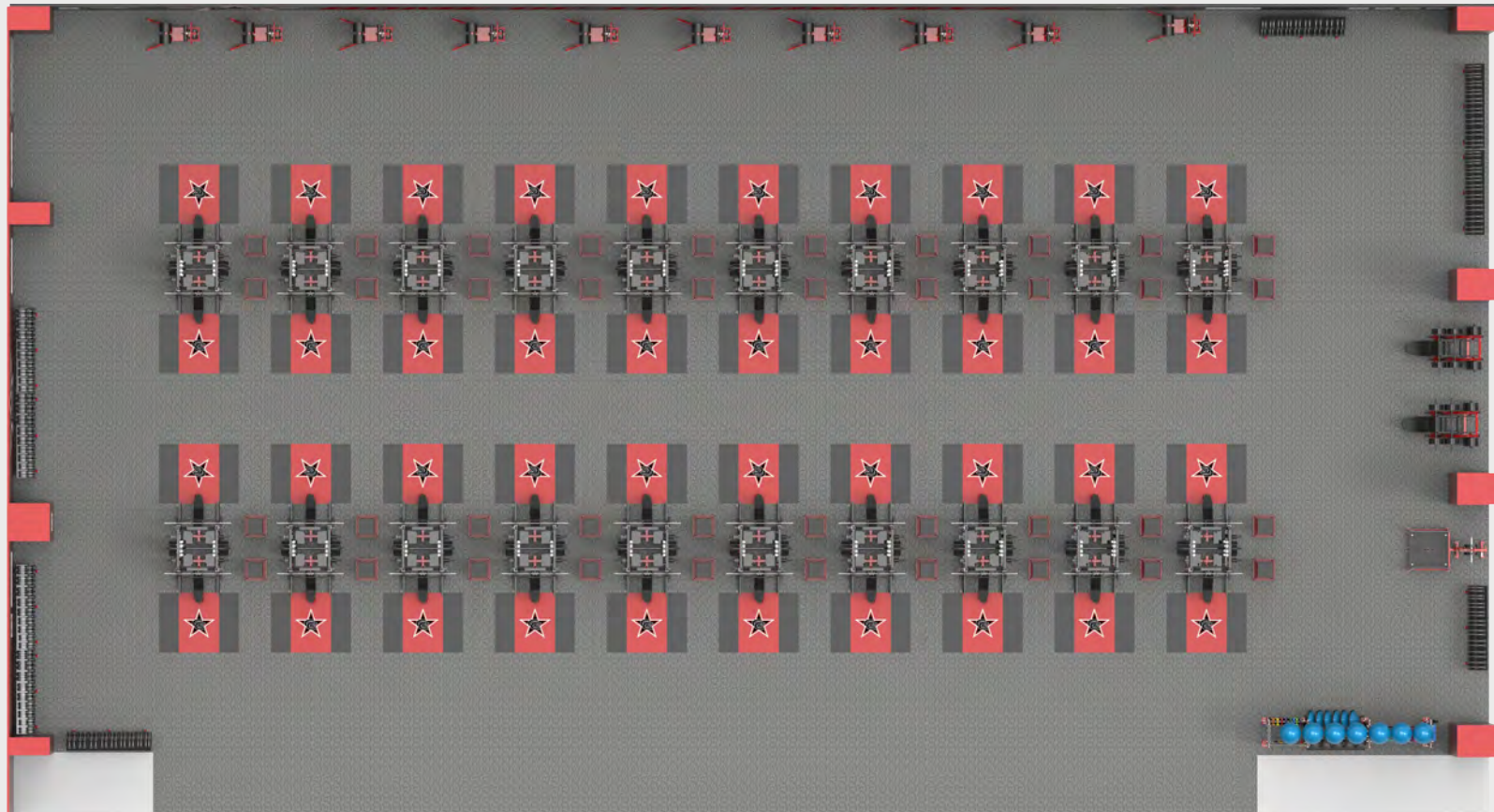
**12000+  
SQ. FEET**

Cost Range:  
\$45 - \$65 per sq ft

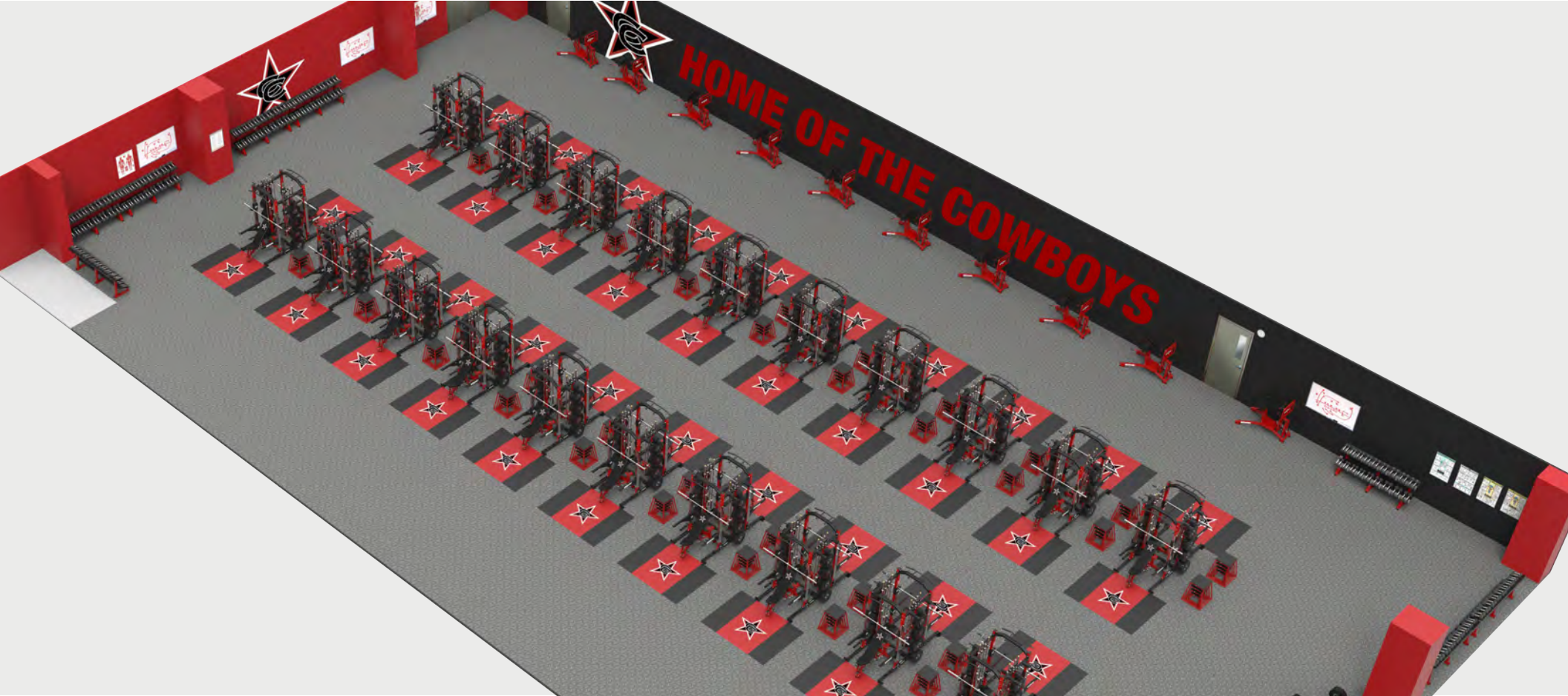
Dollar amounts represent a baseline starting point for planning your room.  
Cost can vary significantly depending on equipment customization and modification



**Solution 2**  
Coppell High School  
Coppell, TX







**EQUIPMENT:**

- (20) Ultra Pro Double Half Rack Single Post
- (40) Ladder Bench
- (1) Belt Squat
- (2) Leg Press
- (10) Walk Thru GHD
- (4) Accell 2-Tier Kettlebell Shelf
- (9) Ultra Pro 2-Tier Dumbbell Rack
- (2) TRX Suspension Trainer
- (1) 16-Foot Storage Locker
- (1) Athletic Training Platform

**ACCESSORIES:**

- (9,120LB) Bumper Plates - 45/35/25/10/5/2.5
- (8) Olympic Barbells
- (10) Technique Training Barbells
- (8) Collar Sets
- (6) 5-50LB Hex Dumbbell Set
- (3) 55-75LB Hex Dumbbell Set
- (3) 80-100LB Hex Dumbbell Set
- (16) Spotter Stands
- Medicine Balls
- Physio Balls
- Kettlebells

- (2) Battle Rope
- (40) Resistance Band Set
- (10) Split Squat Roller
- (40) Ultra Pro Plyo Step Set
- (10) Foam Floor Mats
- Lifting Chain Set
- (12) Aerobic Step Platforms
- (24) Exercise Step Risers
- (10) Jump Ropes
- (20) Padded Lifting Belts

**CUSTOMIZING:**

- Bench Slip Covers
- Rack Uprights
- Powder-Coat Primary & Secondary Colors
- Inlaid Platforms







# UNIQUE FACILITY SOLUTIONS







# APARTMENTS & MULTI UNIT PROPERTIES



## *Solution*

Paramark Real Estate Services  
Dakota Meadows Family Housing  
New Richmond, WI



# ATHLETIC TRAINING



## Solution

OPS DuPont Performance Center  
Fort Wayne, IN





# CORPORATE WELLNESS



**Solution**  
Bill's Distributing  
Menomonie, WI





**FIRE / POLICE /  
EMS / RESCUE**



**DYNAMIC**  
FITNESS & STRENGTH

**Solution**

Polk County Sheriff's Office  
Des Moines, IA

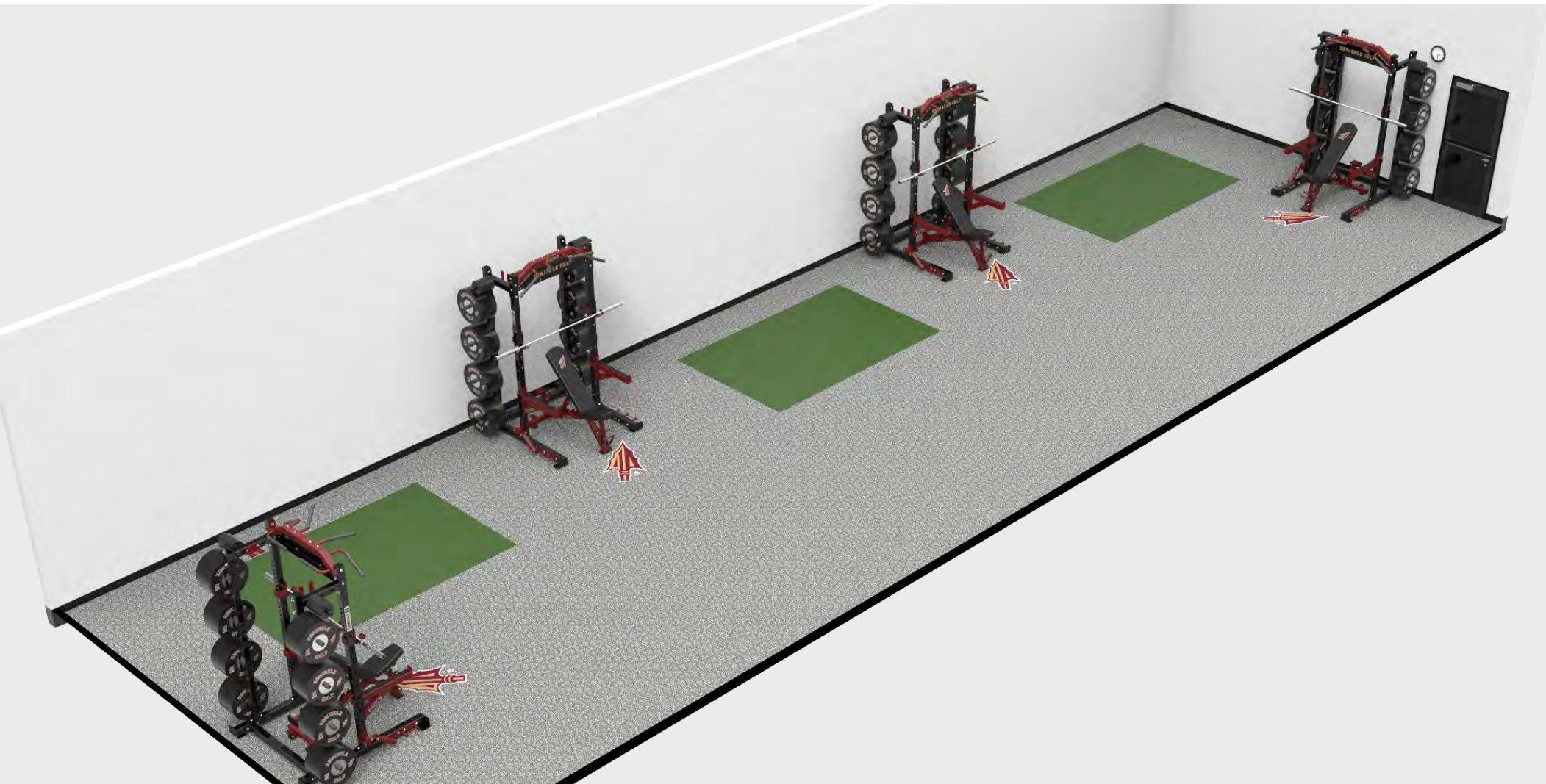


# GOLF COURSES



## Solution

Seminole Legacy Golf Club  
Tallahassee, Florida



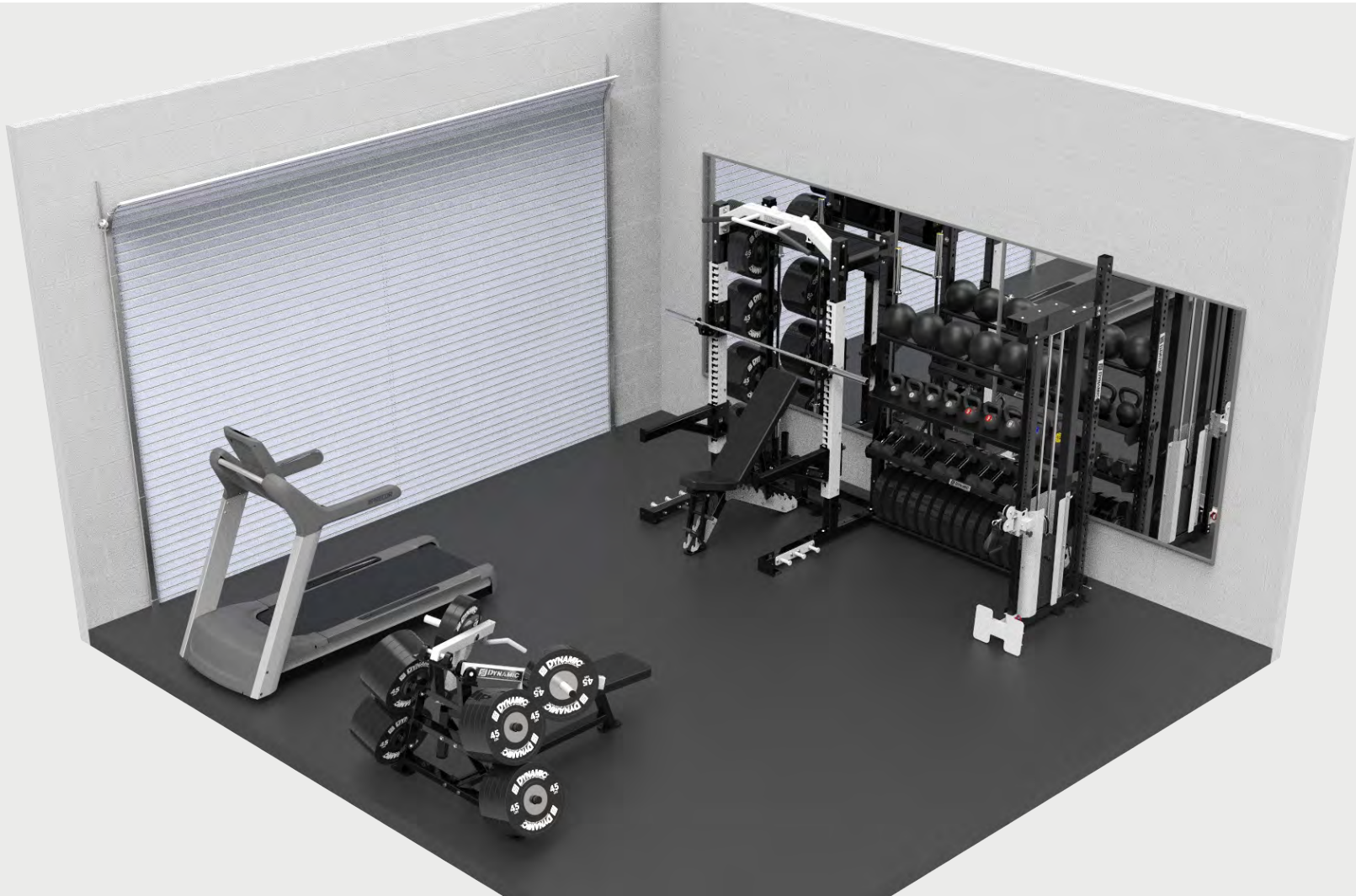


# HOME GYMS



## Solution

Private Residence  
Riverview, FL





# MILITARY & TACTICAL



## **Solution**

558th Flying Training Squadron  
Randolph Air Force Base  
Randolph, TX



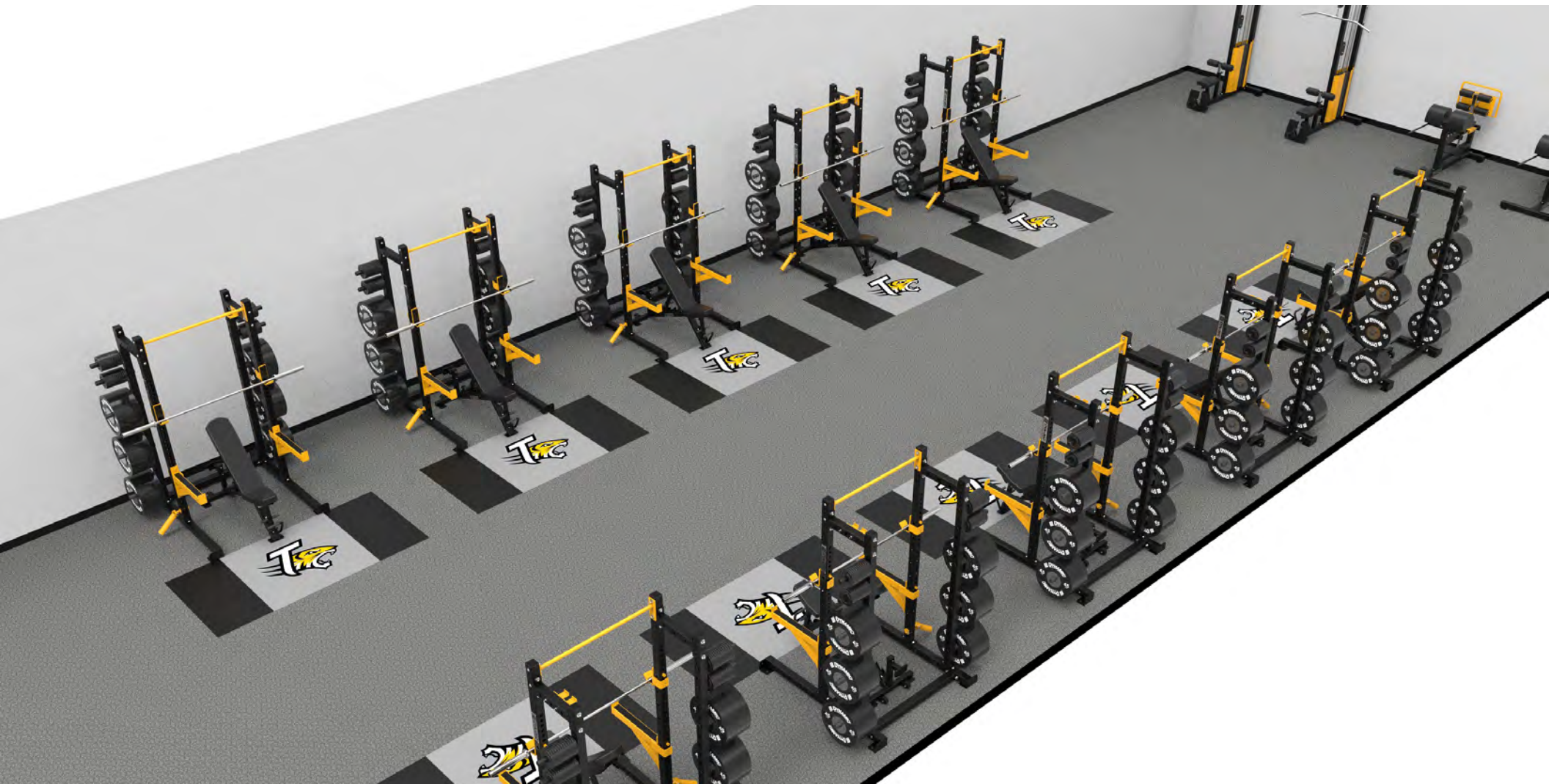
# RECREATION CENTERS



**DYNAMIC**  
FITNESS & STRENGTH

## *Solution*

Towson University  
University Health & Wellbeing  
Towson, Maryland





# RESORTS & HOTELS

KOMPOSE  
*Hotel*

**Solution**  
Kompose Hotel  
Sarasota, FL









# ORDER PROCESS

We work with you as part  
of your team to guide you  
through the process





### ***COST VARIABLES***

• Dynamic Fitness & Strength is determined to provide the best in quality, service, and lead times across the fitness and strength equipment industry. While we are able to confidently provide estimates on costs associated with developing, manufacturing, shipping, and installing your new, state-of-the-art fitness solution, there are additional factors which must be considered when estimating the cost per square foot for your new facility.

### ***RACK SELECTION***

• Dynamic has developed two industry-leading rack systems for your weight room selection, the Ultra Pro® and Titan series of racks. Each of these can be customized and present different solutions to different needs and they are manufactured at different costs.

### ***FLOORING OPTIONS***

• Flooring options range from standard to customized to turf

### ***BRIDGES***

- Multiple Layer
- Front Plate
- Standard

### ***CONNECTOR BARS***

### ***PIN SELECT EQUIPMENT***

- Equipment options
- Quantity

### ***PLATE LOADED EQUIPMENT***

- Equipment options
- Quantity

### ***PLATE QUANTITY (PER RACK)***

### ***DUMBBELLS***

- Coating: Urethane or Rubber
- Quantity
- Weight

### ***PLATES***

- Coating: Urethane or Rubber
- Quantity
- Weight

### ***CUSTOM BRANDING***

- Walls and other custom branding

### ***ATHLETIC TRAINING ARMS***

### ***SITE PREPARATION***

- Floor
- HVAC
- Electrical
- Sound
- Platforms



### **INITIAL CONSULTATION**

- Get understanding of your program and needs
- Get Square Footage of Room
- Architectural or other accurate document of floor plan

### **PRELIMINARY 2D ROOM LAYOUT**

- Better determine space limitations and initial layout preference

### **YOU PROVIDE VECTOR LOGOS AND PMS COLORS**

- If required for customization

### **PRELIMINARY 3D RENDER GENERATED**

### **CHANGES AND ADJUSTMENTS AS NEEDED**

### **FINAL 3D RENDER AND QUOTE SUBMITTED TO YOU**

- Includes freight and tax

### **YOU APPROVE RENDERS AND SIGN QUOTE**

### **YOU SUBMIT PURCHASE ORDER**

### **WE DO FINAL REVIEW TO MAKE SURE PURCHASE ORDER MATCHES QUOTE**

### **FINAL RENDER GENERATED BASED ON SIGNED QUOTE**

### **PRODUCTION IS SCHEDULED**

### **PROOFS AND SAMPLES PROVIDED FOR YOUR APPROVAL**

- Custom Bumper Plates
- Custom Color Urethane
- Custom platforms
- Bench slip covers

### **PRE-INSTALLATION VISIT AND CHECKLIST TO ENSURE COMPLETION OF:**

- HVAC
- Electrical & lights
- Electronics
- Concrete
- Painting
- Flooring (if not through Dynamic)
- Doors & windows

### **DELIVERY REQUIREMENTS:**

- Contact info needed for all key individuals
- Lift gate needed?
- Forklift/pallet jack on site or needed?
  - Extended forks?
- Site review
  - Parking lot paved and able to handle number of trucks/equipment arriving?
  - Receiving dock location and directions
  - Onsite receiving personal available to assist with receiving?
  - Requirements for access (key cards, code, etc)?
  - Dumpsters on site or needed?
- Room review
  - Double doors?
  - First floor? Or, if not, are there elevators?

















THE ROBINSON-DOWNEY

HAIL STATE  
BULLDOG STRENGTH

MISSISSIPPI STATE

HAIL STATE

MISSISSIPPI STATE

MISSISSIPPI STATE







ST. CLOUD STATE HOCKEY

ST. CLOUD STATE HOCKEY

ST. CLOUD STATE HOCKEY

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