



Solicitation Number: RFP #052324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dynamic Fitness & Strength, LLC, 2020 Prairie Lane, Eau Claire, WI 54703 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's. Delivery and Installation charges are unique to each facility and will not be included with the purchase price for each item. Quotes will document delivery and installation charges in advance for approval by the Participating Entity.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
3. Exception- Custom Orders built to Participating Entity specifications can only be cancelled if product has not been manufactured. (Ex. School Branded items and colors).

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Dynamic Fitness & Strength, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2024 | 12:30 PM CDT

DocuSigned by:
Curt Tambornino
D39C516798B24A4...
By: _____
Curt Tambornino
Title: Owner
Date: 7/29/2024 | 12:01 PM CDT

RFP 052324 - Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Dynamic Fitness and Strength, LLC.
Does your company conduct business under any other name? If yes, please state: Dynamic Fabrication and Finishing, LLC.
Address: 2020 Prairie Lane
Eau Claire, Wisconsin 54703
Contact: Mindy Fox
Email: Mindy.fox@mydynamicfitness.com
Phone: 715-350-7044
Fax: 715-552-4415
HST#: 27-5297900

Submission Details

Created On: Thursday April 04, 2024 15:02:02
Submitted On: Thursday May 23, 2024 07:14:03
Submitted By: Mindy Fox
Email: Mindy.fox@mydynamicfitness.com
Transaction #: 81623033-372d-4c5b-bd03-ed4d5c4b59d3
Submitter's IP Address: 216.222.161.82

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	DYNAMIC Fitness & Strength, LLC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7DUZ6
5	Proposer Physical Address:	2020 Prairie Lane Eau Claire, WI 54703
6	Proposer website address (or addresses):	https://www.mydynamicfitness.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Curt Tambornino - Owner 2020 Prairie Lane, Eau Claire, WI 54703 Curt@mydynamicfitness.com 715-702-1900
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kurt Honadel - Operations Manager 2020 Prairie Lane, Eau Claire, WI 54703 kurt@mydynamicfitness.com 715-350-7039
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mindy Fox - HR Director 2020 Prairie Lane, Eau Claire, WI 54703 mindy.fox@mydynamicfitness.com 715-563-8012 Amy Anderson - Controller 2020 Prairie Lane, Eau Claire, WI 54703 amy.anderson@mydynamicfitness.com 715-

Table 2: Company Information and Financial Strength

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

10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Dynamic Fitness & Strength is a premium manufacturer of Made-in-the-USA strength products and storage systems. Our world-class technology, American-made craftsmanship, and extensive Industry knowledge make us the trusted source of commercial grade strength equipment for athletic programs and facilities.</p> <p>Dynamic is headquartered in Eau Claire, WI in 261,000+ square feet of state-of-the-art manufacturing and warehousing space. Our expert design / engineering team pulls many years of metal fabrication experience, allowing us to develop one-of-a-kind strength equipment solutions, customized to your program's exact functional needs, and personalized to your own unique visual identity. Our people are our greatest asset and form the foundation of our company. We empower our Associates to innovate and thrive in their roles, using lean manufacturing practices to produce the highest quality equipment, while following ASTM F0S.30 standards and meeting the strict space, timeline and budget requirements of our customers.</p> <p>Professional sports franchises, NCAA D-1 colleges, championship level high schools and well-known national fitness clubs, all choose Dynamic Fitness & Strength. Our customer-first philosophy is: We listen to you and work with you, to transform your ideas and vision for your weight room or strength facility, into an exciting reality!</p> <p>MISSION STATEMENT Our team's mission is to Build a Better Athlete. We design and manufacture top quality strength equipment and provide proven educational protocols to advance your training programs. We customize our products to meet the specific functional needs of your athletes, and personalize the equipment to represent your unique Identity. Our products exceed the performance expectations of today's most demanding athletes and provide facilities with More Strength per Square Foot™.</p> <p>CORE VALUES:</p> <p>Fiscal Responsibility</p> <ul style="list-style-type: none"> • Commitment to accountability • Revenue-build relationships with customers and sales team • Growth-company and team Leadership • Lead by example • Treat everyone with respect • Positive attitude • No hidden agendas • Trust but validate -leadership Teamwork • Surround yourself with great people • Revenue-build relationships with customers and sales team • Value, encourage and support a diverse workforce • Teamwork, work as one excel as individuals Communication • Open door policy • Daily huddles, monthly departmental, quarterly company wide, annual "Town hall" meeting • Wall of measures/metrics • Company Email Updates Continuous Improvement • Commitment to embrace and drive change • Commitment to Safety, Quality and Clean work environment <p>Employee Satisfaction</p> <ul style="list-style-type: none"> • Open communication • Celebrate success <p>Customer Satisfaction (internal and external)</p> <ul style="list-style-type: none"> • Make a product that is high quality and moves us to the top of the fitness industry • On time delivery
11	<p>What are your company's expectations in the event of an award?</p>	<p>As a Sourcwell approved vendor we will have the ability to secure additional sales opportunities in the public sector. The Sourcwell contract will allow DYNAMIC Fitness & Strength to provide a purchasing solution to our customers that meets all state mandated purchasing protocol. Affiliation with Sourcwell in our marketplace will also expand the reputation and awareness of DYNAMIC Fitness & Strength.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>DYNAMIC Fitness & Strength is a Privately held organization. Personal financials and/or letters of reference and credit can be supplied by both wealth management groups and financial institutions. (See attachments for reference)</p>

13	What is your US market share for the solutions that you are proposing?	Current market share in the K-12 athletic market sector is 30-80% depending on territory. We are recognized as a leader in an expansive educational and strength market, Our market is defined as high schools, colleges, universities and professional sports teams. Visit our website at www.mydynamicfitness.com for market descriptions, testimonials, case studies and product lines.	*
14	What is your Canadian market share for the solutions that you are proposing?	Less than 5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Dynamic Fitness & Strength is a premium manufacturer of Made-In-the-USA strength products and storage systems. We are a passionate, quality-driven, customer-first company. Dynamic Fitness and Strength employs a hybrid sales model utilizing its full-time sales staff in conjunction with our dealers. This approach allows us to get the best coverage across the entire United States.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Dynamic Fitness & Strength employs certified welders on our lines, and we have certifications and licensing for environmental control on our powder line. We maintain steel certificates and heat lot numbers for all inbound raw material.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Awarded multiple patents for innovative products. Paragon award given to Dynamic Fitness & Strength by the Eau Claire, WI. Economic Development Corporation. Multiple dealer recognitions as a strategic partner and preferred vendor in our market.	*
20	What percentage of your sales are to the governmental sector in the past three years	Currently expanding into this market. Less than 10% We don't currently differentiate government from educational markets.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 90% of our sales are educational, in high school, college and university markets, both directly and indirectly through dealer networks.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are a contracted vendor with the State of Wisconsin, with annual sales at \$1 million. We have cooperative sales in the state of Texas generating \$750,000 annually.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Holmen School District	Jason Luloff, Activities Director Holmen High School, WI	608-526-3372 lujas@holmen.k12.wi.us	*
Mallard Creek High School	William Fly, Director of Athletic Performance Mallard Creek High School, NC	980-343-1341 williamn.fly@cms.k12.nc.us	*
Bastrop High School	Jake Griedl, Athletic Coordinator Bastrop High School, TX	512-772-7200 jgriedl@bisdtx.org	*
Cameron Independent School District	Rick Rhoades, Athletic Director Cameron High School, TX	254-697-2675 rrhoades@cameronisd.net	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Wisconsin Territory K-12 School Districts	Education	Wisconsin - WI	Planned and installed numerous academic fitness facilities in the Wisconsin territory.	\$200,000.00	\$5.3 Million	*
Texas Territory K-12 School Districts	Education	Texas - TX	Completed facility designs, manufacturing, procurement and Installations.	\$150,000.00	\$3 Million	*
Florida Territory K-12 School Districts	Education	Florida - FL	Architectural layouts, 3-D room renders and manufacturing of customer specific product in the Florida territory.	\$120,000.00	\$3.4 Million	*
North Carolina Territory K-12 School	Education	North Carolina - NC	Provide turnkey facility design and installation services in the Mid Atlantic Territory.	\$120,000.00	\$3 Million	*
Iowa Territory K-12 School Districts	Education	Iowa - IA	Planned and installed numerous academic fitness facilities in the Iowa territory.	\$135,000.00	\$1.8 Million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	We currently have 10 outside Territory Managers (sales representatives) and 5 inside sales team members. Collectively, they manage our hybrid sales model of direct and dealer sales. Centralized project management between our sales team and dealers is the key to our success, allowing us coverage the entire United States.	*
27	Dealer network or other distribution methods.	We currently have a dealer network that allows coverage in all 50 states, please see the attached territory maps.	*
28	Service force.	DYNAMIC Fitness & Strength LLC. utilizes our national dealer networks within each state to service customers needing annual inspections, repairs and installations.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	DYNAMIC Territory Manager will arrange a site visit with contract user to determine equipment and layout options based on the available budget. Through 2D and 3D layout software, a virtual room is created to represent the final desired space. Multiple revisions and changes will determine the final approved layout. If desired a prospective customer may request to visit our manufacturing plant in Eau Claire, WI or tour similar facilities we have completed in the territory. A quote of the final requirements is submitted to the customer for final review and approval. Once a plan is approved the customer places a purchase order with a preferred ship date to meet installation timelines. Customers are notified two weeks in advance of product leaving the DYNAMIC Fitness & Strength plant. Upon receiving shipment approval from the customer, a team is dispatched to coordinate and install all the products purchased. The customer has a final signoff prior to the installation being considered complete.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can submit a request for service by email, phone or web form. All inquiries are tracked in a service log and assigned a tracking number. Every project is assigned an owner for follow up and customer communications. Depending on the requirements an order can be created and/or service scheduled. Daily customer service team meetings are held to address any customer concerns, repairs, or inquiries. Response time for most customer requests is 24 hours, with a 48-hour response time expected for more complex situations.	*
31	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.)	DYNAMIC Fitness & Strength maintains significant inventory levels available to ship within 24 hours. Service parts are industry standard and available from many sources. Technical Support and Engineering support is available M-F 6am-5pm, After hours as needed with facility installations	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kurt We are confident in our ability and willingness to provide our services and products to Sourcewell participating entities in the United States, because we are currently do so on a daily basis. We have also recently moved our entire production operations under one roof, which has Improved our processes, procedures, and time to produce our products. This has allowed us the confidence to handle any and all work orders. The ability to run three shifts also allow us to expand if the need arises.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently sell to schools and dealers in Canada and embrace the opportunity for this to increase.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight and Installation services will require additional consideration for pricing and scheduling	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell affiliation and contract number when awarded will be added to all current forms of Marketing.</p> <p>A significant aspect of our marketing involves highlighting the high schools, colleges and other organizations we serve. We invest in professional-quality video productions that highlight each project and organization, including the participating partners logos and links (Sourcewell). Facility videos are shared across all major social media platforms and on our website. Posts are also promoted via paid advertising on social media to our key demographic market.</p> <p>Sourcewell information will be included in email campaigns to our dealer networks and customers across the nation to update them on new installs and share customer stories. Through these avenues, we would be able to extensively promote this contact.</p> <p>Product literature and specification sheets will be updated to include the Sourcewell logo and contract number. (See examples)</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have over 64,000 followers across Facebook, Twitter and Instagram. Our website has experienced 750,000 visits in the last 12 months and features a full catalog of equipment and accessories, online store and active blogs. The site includes testimonials, and a gallery of past installs. Website analytics helps us target our demographic, specific key words, affinities and In-market trends to help us segment our online marketing. Sharing mixed media content (videos, pictures, 3D renderings, and text) keeps our posts diverse and our followers engaged. As we move forward, more will be doing more to unique urls featuring customized solutions and targeted content.</p>
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Dynamic Fitness & Strength would appreciate any level of cross-promotion with contracts opportunities through Sourcewell. By following us on Facebook, Instagram, Twitter and YouTube, Sourcewell can like and share our posts promoting our connection to and tagging Sourcewell, and we can do the same if Sourcewell posts information about Dynamic Fitness & Strength and tags us.</p> <p>We will also educate our sales team on Dynamic Fitness & Strength being a Sourcewell-awarded member so they provide this as value-added information to potential educational and governmental projects we are working to obtain and be sure to include this on targeted communications to those sectors.</p> <p>Sourcewell will be promoted during the discovery phase of every project as we determine the planned procurement process for each customer.</p>
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We receive inquiries online but follow up with one-to-one engagement by our regional sales representatives and/or our dealer networks. Standard accessories are available through our website shopping cart. (Bands, Balls, Dumbbells,)</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. Please include your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	On-site training with equipment demonstration occurs during installation with follow-up visits as requested. Our website hosts training videos that can be accessed at any time for specific pieces of equipment. Maintenance manuals are supplied and discussed during the installation process. Any questions can be submitted to Customer Service by phone, email or web forms.
42	Describe any technological advances that your proposed products or services offer, including manufacturing processes.	Through the sales process and consultation, we provide a virtual experience to the customer using 3-D Engineering and Graphic programs. The customer can visually connect with operating space needed, ADA compliancy, sight lines for proper management, and proper placement of desired equipment. All metal components manufactured with fiber laser cutting technology, both 2D and 3D, providing a customized solution while conserving energy. Our powder coat process provides a superior aesthetic and protective coating to ensure highest quality.
43	Describe how advanced technology influenced the design and functionality of your fitness equipment.	Advanced Engineering software tools allow for the validation of material strength, part to part clearances, and ergonomic positioning of the user.
44	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fiber laser cutting to reduce energy consumption (Xcel Energy) Environmental controls on our powder coat line (City of Eau Claire) LED lights installed in all production areas (Xcel Energy) Air compressors feature VSD (Variable Speed Drive).
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Women owned business, 30%
47	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<ul style="list-style-type: none"> -Facility Site visits and Consultations -Engineered Solutions to match available training space - We provide "More strength per square foot" (R) - Using state-of-the-art 3D modelling software to provide virtual facility layout services -Systematic approval process for all customer specified products Project management from quoting to installation -Facility branded solutions including colors to provide the most complete strength and conditioning products unique to our clients' identities. -We supply build-to-print solutions and/or contract manufacturing beyond our normal product line.

Table 9: Warranty

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

Line Item	Question	Response *
48	Do your warranties cover all products, parts, and labor?	Dynamic Fitness and Strength equipment provides a Limited Lifetime Warranty on any manufacturing defects in STEEL, WELDING, MACHINING and general workmanship.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty shall not apply to any component or part of the products sold hereunder which a.) Is consumed by normal wear and tear, or b.) has been damaged due to negligent or faulty use, alteration, maintenance, storage, repair, operation, or handling by the buyer. Warranty on finish/logo products does not cover scratches, abrasions and other minor defects due to product usage and/or normal wear and tear.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No Service can be scheduled anywhere a Sourcewell member entity exists
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Dynamic Fitness and Strength will coordinate the warranty service for specific items made by other manufacturers that are part of our proposal.
53	What are your proposed exchange and return programs and policies?	POLICY All returns REQUIRE a Return Authorization Number (RMA). Contact our Customer Service team to receive your RMA number. Once an RMA number is assigned, the product must be returned to DYNAMIC within 7 days. The packages you send back must have an RMA number printed on the outside of each individual box. All returns must have factor authorization and should be shipped freight prepaid to DYNAMIC. All returns are subject to a 30% (thirty) restocking fee. No returns on items that are discontinued. Any returned product will be issued in the form of a credit. Credit may be used in the form of merchandise only. Neither checks nor any form of cash will be issued for credits. If any defective materials are found, they should be returned immediately. Please send all documentation with the goods on what specifically is deemed by the buyer to be the defect. Final determination of defective materials will remain with the seller. Seller will notify buyer of the final determination. Any orders that have special or customer made goods cannot be cancelled at any time nor can they be returned. Refused shipments are subject to a 30% (thirty) restocking fee. In addition, all related shipping costs will be the responsibility of the buyer and are subject to the terms of the original Invoice. DYNAMIC reserves the right to inspect all goods returned and charge back any and all necessary reconditioning and related expenses so that goods may be restored to resalable condition. No returns on custom products
54	Describe any service contract options for the items included in your proposal.	Service contracts can be discussed and coordinated to meet the customers' expectations.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	50% down and balance due upon delivery (credit applications and background checks may be required).	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Third-party finance options available.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Sales Quotes- Items identified by institution as a requirement for athletic facility.</p> <p>Sales Orders- Once approved, quotes are transferred to an order for processing and manufacturing.</p> <p>Sales Invoices- Submitted to customer upon shipment of order.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>P-cards are an accepted form a payment, a 3% service fee is required.</p> <p>We accept Visa, Mastercard, Discover and American Express. 3% service fee will be added.</p>	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcwell pricing will be percentage off DYNAMIC Fitness & Strength LLC MSRP See price file (attached).
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Proposed Sourcwell discount is 30%.
61	Describe any quantity or volume discounts or rebate programs that you offer.	There is a potential for discount based on size of project and volume of equipment. Competitive pressure may also require a proposal discount to secure business. Currently no rebate programs are offered.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quotes will be supplied for "Open market" item requests.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not included are list costs for pre-delivery inspection, customization, and installation (subcontracting and permitting), Rental equipment (such as forklifts) and disposal services are not included. Other costs may apply, based on specific job requirements.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We handle freight set-up (packaging, palletizing, quotes, and loading). Actual freight costs and logistics will be handled internally and communicated to the Sourcwell entity during the quoting process. Final approval of the quote will be recieved from entity before processing. Sourcwell entity will be accountable for additional costs such as lift gate, inside delivery, excessive length, residential, white glove, etc). These charges will be invoiced directly to the Sourcwell Entity.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcwell Entity will need to arrange freight for any offshore deliveries. Alaska, Hawaii and Canadian deliveries will be handled through our normal process and be part of the quoting phase
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Partner warehouses are available for delivery and project staging should construction timelines shift.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Dynamic Fitness & Strength, LLC. will provide Sourcwell the best pricing possible.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We employ WIPFLI, LLP, a third-party accounting firm to audit our process and contract compliance.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	All Sourcewell quotes will be tracked by contract number and compared to Sourcewell sales allowing us to calculate a sales conversion ratio.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% for all equipment and accessories sold under the contract

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

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

<p>71</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>PRODUCTS- Commercial grade equipment for Athletic Training programs. Multiple options for various training methods and preferences. Equipment ranging from plate loaded to cable systems including all cardio machine requirements</p> <p>MANUFACTURING Our world-class technology, American-made craftsmanship and deep industry knowledge make us a unique and trusted source of commercial-grade strength equipment for fitness programs and facilities worldwide. Unlike large-scale manufacturers, we specialize in customization and a personal touch. However, we're not a small operation either. Unlike one-man fab shops, we have the scale and stability to meet large customer needs and provide long-term service. Dynamic offers a full slate of manufacturing services, including sheet cutting, forming, welding and powder coat finishing.</p> <p>PROTOTYPING Our focus at Dynamic is providing you with strength and fitness equipment that is perfectly tailored to meet the needs of your athletes and the tone of your gym. Our prototyping capabilities allow us to create, challenge and explore our ideas and yours. Our engineers are able to transform sketches and concepts into concrete custom solutions that can be tested, refined and ultimately moved into production.</p> <p>LASER CUTTING The use of lasers in fabricating has changed the landscape of the industry in many positive ways. In addition to providing a level of consistent precision that is difficult to achieve using other methods, computer-automated fiber laser technology allows more efficient throughput and typically delivers cost-savings of 50% or more versus conventional machining and fabrication techniques. Dynamic has invested heavily in this area and utilizes an industry-leading BLM Fiber Laser and BLM CO2 Laser on its roster of tube laser equipment. We can deliver all levels of 3D cutting and accommodate even the most complex tab and slot assembly requests.</p> <p>WELDING Dynamic's team of AWS-certified welders occupy thirteen welding bays and have up to seven different weld certifications on steel, aluminum and stainless. All of our welders have multiple years of fabrication or production welding experience, and they are continually evaluated to ensure their skills are in keeping with our standards as a company and the trade as a whole. We use Siegmund Precision Ground Layout Tables to produce exact angles, precision welds and to meet overall quality standards in every job.</p> <p>POWDER COAT Dynamic employs a painting and powder-coating system that guarantees the color and finish applied to your part or product is both consistent and durable. Using an advanced three-stage pre-treatment, we perform an optional mechanical de-scaling and apply an zirconium base coating. Then, we apply the final powder-coating layer and run it through our curing oven. This ensures strong and consistent adhesion levels to the metal and a long-lasting color-coat that will live up to the required performance standards.</p> <p>ASSEMBLY Unlike many manufacturers in the fitness industry that have products made overseas, here at Dynamic we custom fabricate and assemble right from our facility in Eau Claire, Wisconsin. This in-house assembly process allows us to build and double check our work before it ships to you.</p> <p>SHIPPING In the manufacturing industry, shipping is a very fundamental part of the process, especially with custom-made equipment. That is why we directly handle every step of the process and most importantly custom pack every part and piece. This is crucial for keeping a product in perfect shape as well as preparing the setup teams with everything they need for a successful install.</p> <p>INSTALLATION Whether it is new construction, a remodel or simply some equipment replacements, we work directly with architects, builders and administration to ensure everyone's satisfaction. We verify proper fit and finish with every install from the moment our first truck door opens until tightening the last bolt. Your support specialist will not leave until the standards are met and you and your team can lift the first weight.</p> <p>POST-INSTALLATION With our in-house, end-to-end digital media team, we have the tools and expertise needed to help you engage your audience. From social reach, to content support and creation, we have everything you need to highlight your facilities.</p>
-----------	--	--

72	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal	Product designs follow facility layout requirements and training methods. Multiple designs specific to each location's limitations (Room size, Support columns, Ceiling Height, Space irregularities)	*
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Customization, attachments, bars, benches, cardio, flooring, glute hamstring developers, bumper plates, olympic plates, dumbbells, plate loaded machines, platforms, pin select machines, rig, racks/cages, signage, sleds, and storage solutions	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
74	Individual or group cardio training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynamic Fitness and Strength, LLC. carries a full line of Intenza and Spirit cardio equipment.
75	Individual or group strength, agility, and mobility training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes we sell equipment for both individual and group strength equipment. We also sell multiple pieces tailored to agility and mobility. We sell a full line of fitness and strength equipment.
76	Equipment and related accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes we have a variety of equipment for vocational, rehabilitation, and physical therapy. We supply equipment to fit all needs from cardio, pin select machines, dumbbells, bands, etc.
77	Technology and online or virtual programming related to the equipment and accessories described in Lines 74-76 above, such as integrated devices, subscription services, and fitness programming	<input type="radio"/> Yes <input checked="" type="radio"/> No	Additional integrated services and fitness programming referral available to customers.
78	Services related to the equipment described in Lines 74-76 above, including training, testing or calibrating, maintenance or repair, installation, design, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the equipment and accessories being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	Onsite instruction during installation and maintenance /repair scheduled as needed

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

- [Pricing](#) - SOURCEWELL-DYNAMIC Price File 052324- FINAL.xlsx - Thursday May 23, 2024 06:50:18
- [Financial Strength and Stability](#) - Dynamic Financial Strength and Stability.pdf - Tuesday May 21, 2024 16:25:18
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.pdf - Monday May 20, 2024 13:06:29
- [WMBE/MBE/SBE or Related Certificates](#) - Ownership Dynamic Fitness & Strength.pdf - Friday May 17, 2024 13:50:22
- [Warranty Information](#) - DFS Warranty Information 2024.pdf - Wednesday May 15, 2024 15:45:03
- [Standard Transaction Document Samples](#) - Quote Order Invoice Samples- Sourcewell.pdf - Friday May 17, 2024 07:06:33
- [Requested Exceptions](#) - RFP_052324_Fitness_Equipment_Contract_Template-DYNAMIC Fitness & Strength.docx - Thursday May 16, 2024 13:18:22
- [Upload Additional Document](#) - Sourcewell Additional Information.pdf - Monday May 20, 2024 13:15:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Curt Tambornino, Owner, DYNAMIC Fitness & Strength, LLC.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_052324_Fitness_Equipment Thu May 9 2024 03:43 PM	<input checked="" type="checkbox"/>	6
Addendum_3_RFP_052324_Fitness_Equipment Mon May 6 2024 01:32 PM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_052324_Fitness_Equipment Wed April 17 2024 12:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_052324_Fitness_Equipment Thu April 11 2024 02:06 PM	<input checked="" type="checkbox"/>	1