

RESOLUTION NO. 2023- 2982

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT WITH JOHNSON HEALTH TECH NORTH AMERICA INC. D/B/A MATRIX FITNESS FOR THE NEW POLICE GYM AND TRAINING FACILITY UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL CO-OPERATIVE PURCHASING ALLIANCE CONTRACT NO. 08-23 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; APPROVING AND AUTHORIZING THE PURCHASE OF ROGUE GYM EQUIPMENT FROM COULTER VENTURES, LLC D/B/A ROGUE FITNESS PURSUANT TO SECTION 3-13(7)(K) OF THE TOWN CODE; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND 3-13(7)(K) OF THE TOWN CODE; AUTHORIZING EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") seeks to purchase and install new gym equipment for the new Police gym and training facility (the "Project"); and

WHEREAS, the National Cooperative Purchasing Alliance ("NCPA") is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states; and

WHEREAS, on June 11, 2019, Region 14 Education Service Center (the "Lead Agency") on behalf of NCPA and all public agencies in all 50 states, issued RFP No. 19-19 for Athletic Supplies and Equipment; and

WHEREAS, on August 19, 2019, the Lead Agency competitively awarded Johnson Health Tech North America Inc. d/b/a Matrix Fitness ("Matrix Fitness") a contract for Athletic Supplies and Equipment under NCPA Contract No. 08-23 (the "NCPA Contract"), attached hereto as Exhibit "A"; and

WHEREAS, Matrix Fitness has provided the Town with a quote for gym equipment (the "Matrix Equipment") attached hereto as Exhibit "B" in the amount of \$29,582.00 based on the terms, conditions, and pricing of the NCPA Contract; and

WHEREAS, Section 3-13(3) of the Town Code provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, in accordance with Section 3-13(3) of the Town's Code, the Town Commission seeks to authorize the Town Manager to purchase the Matrix Equipment in an amount not to exceed \$29,582.00; and

WHEREAS, the Town also seeks to purchase additional gym equipment from Coulter Ventures, LLC d/b/a Rogue Fitness for the Project, pursuant to the quote attached hereto as Exhibit "C" for the additional gym equipment in an amount not to exceed \$6,701.95 (the "Rogue Equipment"); and

WHEREAS, pursuant to Section 3-13(7)(k) of the Town's Code, purchase of parts and supplies required for town operations and administration, including, but not limited to, police or public safety-related supplies and equipment, are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve and authorize the Town Manager to purchase the Rogue Equipment for the Project on behalf of the Town in an amount of \$6,701.95, in accordance with the quote attached hereto as Exhibit "C"; and

WHEREAS, the total cost of all purchases of equipment and installation for the Project is \$36,283.95; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization of Purchase of Matrix Equipment.
The Town Commission hereby approves and authorizes the purchase and expenditure of funds for the Matrix Equipment for the Project in an amount not to exceed \$29,582.00 pursuant to Section 3-13(3) of the Town Code, consistent with the terms, conditions, and pricing of the NCPA Contract, and the quote attached hereto as Exhibit "B".

Section 3. Approval and Authorization of Purchase of Rogue Equipment from Rogue Fitness. The Town Commission hereby approves and authorizes the purchase and expenditure of funds for the Rogue Equipment from Rogue Fitness in an amount not to exceed \$6,701.95, in accordance with the quote attached hereto as Exhibit "C".

Section 4. Exemption from Competitive Bidding. The Town Commission finds that the purchase of the Matrix Equipment based on the terms and conditions of the NCPA Contract with Matrix Fitness for the Project is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code. The Town Commission further finds that the purchase of the Rogue Equipment from Rogue Fitness is exempt from competitive bidding pursuant to Section 3-13(7)(k) of the Town Code.

Section 5. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase orders or required agreements or documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 18th day of April, 2022.

Motion By: Vice Mayor Rose
Second By: Commissioner Landsman

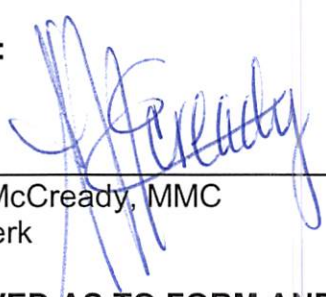
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>




Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



MATRIX

FITNESS EQUIPMENT PROPOSAL

RFP NUMBER

19-19

PROPOSAL DUE DATE

JULY 23, 2019

PREPARED EXCLUSIVELY FOR

**REGION 14 EDUCATION
SERVICE CENTER**



&

NCPA

National Cooperative Purchasing Alliance

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TAB 1 - MASTER
AGREEMENT /
SIGNATURE FORM

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

- Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

- Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- Warranty
 - Proposals should address each of the following:
 - § Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - § Availability of replacement parts
 - § Life expectancy of equipment under normal use
 - § Detailed information as to proposed return policy on all equipment
- Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

– Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

– Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

– Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - § Name, address and telephone number of protester
 - § Original signature of protester or its representative
 - § Identification of the solicitation by RFP number
 - § Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

– Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
 - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
 - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
 - Because Region 14 ESC is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
 - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

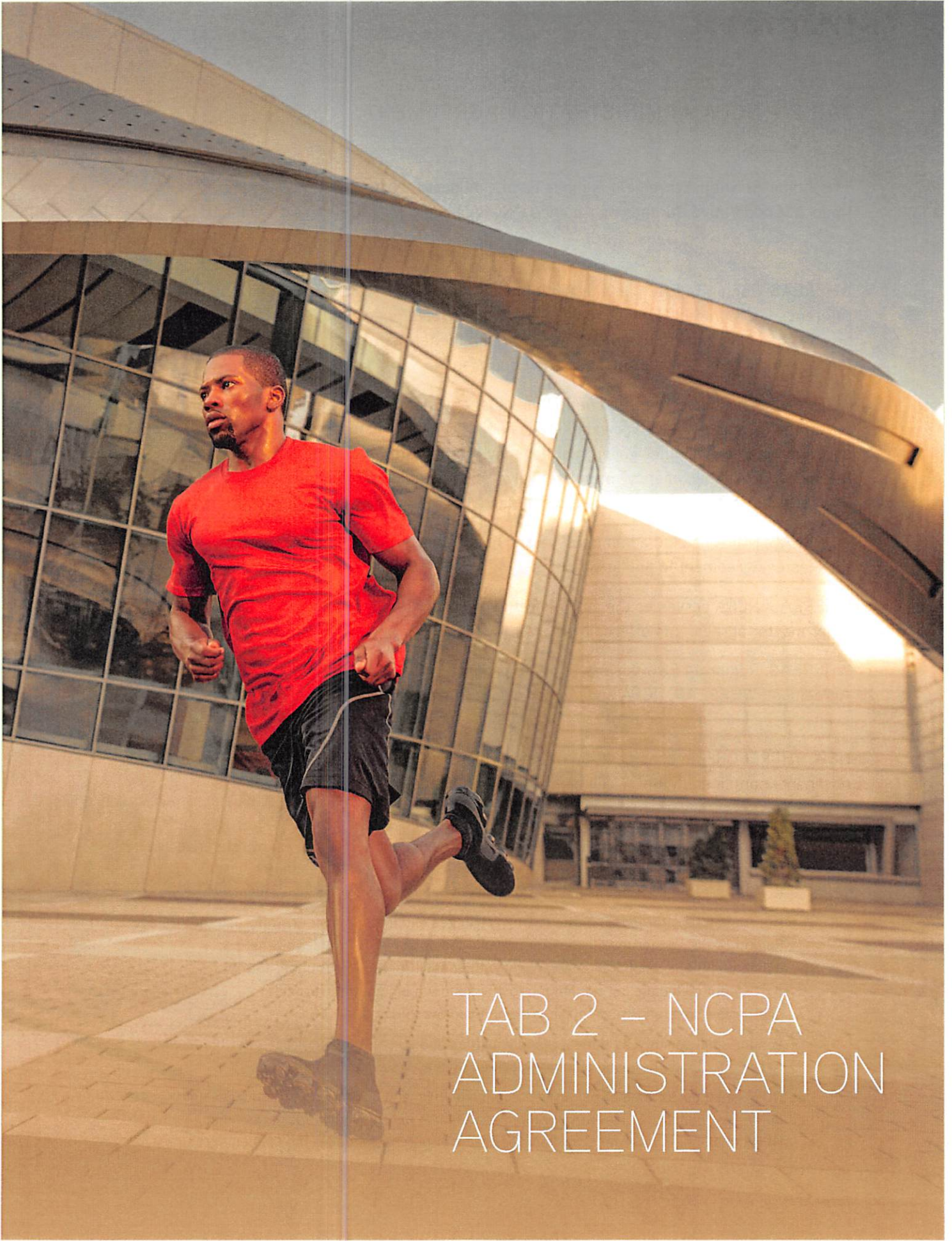
SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name	<u>Johnson Health Tech North America Inc dba Matrix Fitness</u>
Address	<u>1600 Landmark Drive</u>
City/State/Zip	<u>Cottage Grove, WI 53527</u>
Telephone No.	<u>608.839.8662</u>
Fax No.	<u>608.839.1245</u>
Email address	<u>mark.zabel@johnsonfit.com</u>
Printed name	<u>Mark Zabel</u>
Position with company	<u>President- US Commercial Division; Global Chief Marketing Officer</u>
Authorized signature	<u></u>





TAB 2 – NCPA
ADMINISTRATION
AGREEMENT

TAB 2 – NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of, August 1, 2019 by and between National Cooperative Purchasing Alliance ("NCPA") and Matrix Fitness ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **August 1, 2019**, referenced as Contract Number **08-23**, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Supplies and Equipment;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

– General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

TAB 2 – NCPA ADMINISTRATION AGREEMENT

- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

– Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

– Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

ENTITY NAME	ZIP CODE	STATE	PO OR JOB #	SALE AMOUNT
			TOTAL	

TAB 2 – NCPA ADMINISTRATION AGREEMENT

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>ANNUAL SALES THROUGH CONTRACT</u>	<u>ADMINISTRATIVE FEE</u>
\$0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

– General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

TAB 2 – NCPA ADMINISTRATION AGREEMENT


- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

NATIONAL COOPERATIVE PURCHASING ALLIANCE:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 


Date: August 1, 2019

VENDOR:

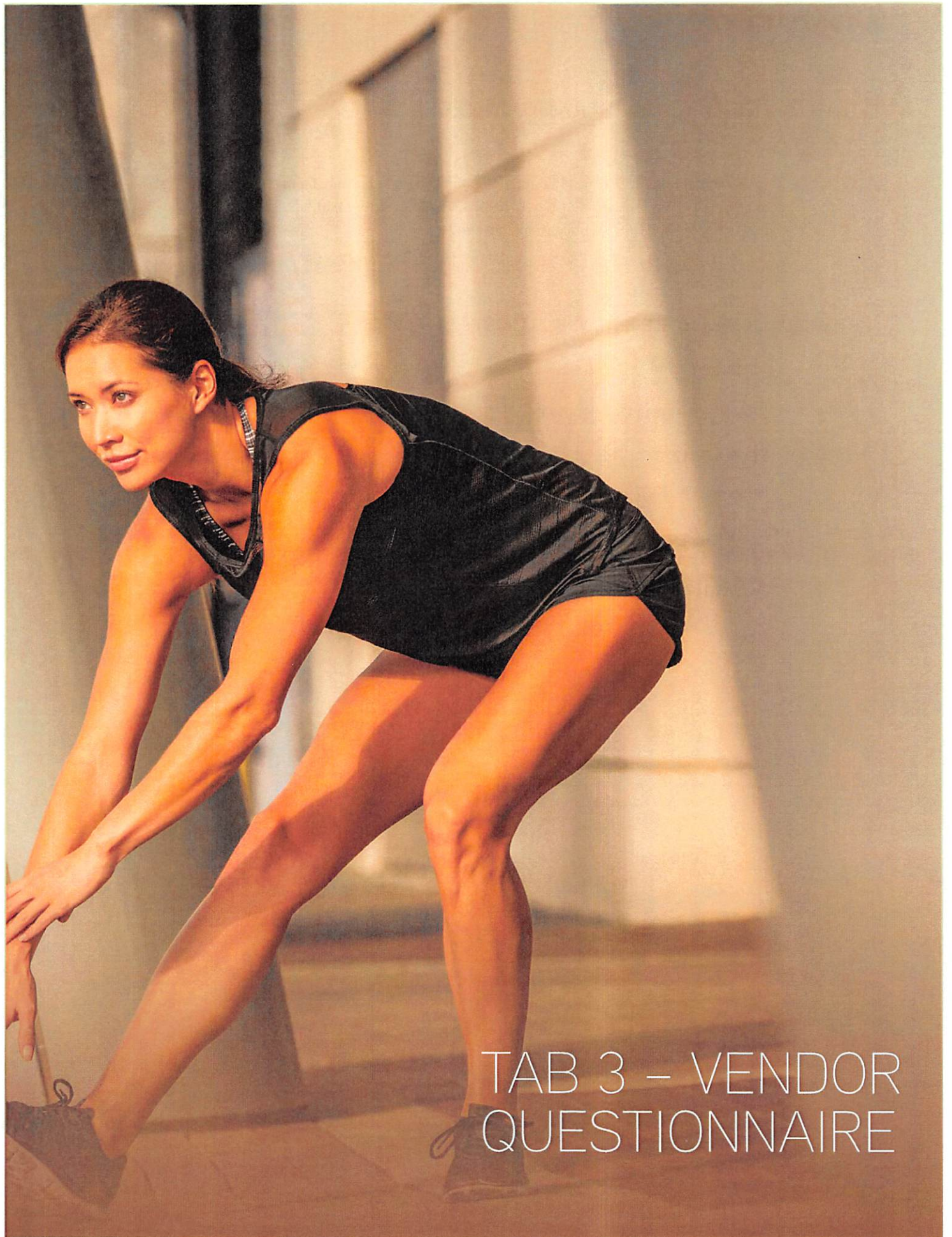
Name: Mark Zabel

Title: President- US Commercial Division;
Global Chief Marketing Officer

Address: 1600 Landmark Drive
Cottage Grove, WI 53527

Signature: 

Date: July 23, 2019



TAB 3 – VENDOR
QUESTIONNAIRE

TAB 3 – VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

– States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

■ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

■ All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

TAB 3 – VENDOR QUESTIONNAIRE

– Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

§ Minority / Women Business Enterprise

- Respondent Certifies that this firm is a M/WBE ☐

§ Historically Underutilized Business

- Respondent Certifies that this firm is a HUB ☐

– Residency

- Responding Company's principal place of business is in the city of Cottage Grove, State of Wisconsin

– Felony Conviction Notice

- Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

– Distribution Channel

- Which best describes your company's position in the distribution channel:
 - ☒ Manufacturer Direct ☐ Certified education/government reseller
 - ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
 - ☐ Value-added reseller ☐ Other:

– Processing Information

- Provide company contact information for the following:

SALES REPORTS			
Contact Name and Title	Chris Kohlhoff, Senior Manager- Commercial Sales and Analytics		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	920-342-2377	Email	Chris.Kohlhoff@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

TAB 3 – VENDOR QUESTIONNAIRE

ACCOUNTS PAYABLE			
Contact Name and Title	Marlene Atkinson, Accounts Payable		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	608-839-1240 ext. 2415	Email	Marlene.atkinson@johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

PURCHASE ORDERS			
Contact Name and Title	Marc Loomer, National Sales Manager-Campus Recreation		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	703-623-2932	Email	Marc.Loomer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

SALES AND MARKETING			
Contact Name and Title	Marc Loomer, National Sales Manager-Campus Recreation		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	703-623-2932	Email	Marc.Loomer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

- Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

§ If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No



TAB 4 – VENDOR
PROFILE

TAB 4 – VENDOR PROFILE**COMPANY'S OFFICIAL REGISTERED NAME**

Johnson Health Tech North America Inc (JHTNA)

HISTORY

Johnson Health Tech was founded in 1975 in Taichung, Taiwan. Johnson Health Tech started its business model as an original equipment manufacturer for multiple brands in the fitness equipment industry. In 2001, Johnson Health Tech established Matrix Fitness, a brand positioned for the global commercial segment.

Matrix Fitness is the industry's fastest growing manufacturer of commercial fitness equipment and a favorite choice of fitness facilities worldwide. We have grown to be one of the leading fitness equipment brands in the global commercial segment through new product development, continuous innovation, strategic partnerships, distribution excellence, superior customer tech support and forwardthinking business solutions for our customers.

Headquartered just outside Madison, Wisconsin, our North American office houses our US business operation, plus global marketing, product design, research and development. JHTNA operates an East Coast, Central and West Coast warehouses that are strategically positioned to minimize the time it takes to deliver our products to our customers. Also located in near Milwaukee, WI is our advanced strength production facility that manufactures racks, free weights and plate-loaded equipment. When facilities choose Matrix, they get more than the world's finest equipment. They get a robust product portfolio, connected technology, facility planning, marketing support, industry-leading warranties, unmatched customer support and a partner who will be there every step of the way. Together, there's no detail of their facility we can't refine, reimagine or reinvent.

Matrix has contracts with several accounts with the following companies:

- LA Fitness – United States
- Planet Fitness – United States
- SNAP Fitness – Global
- Marriott – global account in all 30 brands
- IHG – Global account for all brands
- Drury Inn
- 24Hour Fitness – United States
- Gold's Gym – Global
- YMCA – United states
- GSA – United States Navy contract for all 286 ships on the sea. Matrix has provided the treadmills on board all ship since 2009 and provides 500 new treadmills annually as the ships refresh. Matrix also provides Cardio equipment for the U.S. Army bulk buy. Matrix has and continues to meet the GSA standards for products.

DUN & BRADSTREET (D&B) NUMBER

82-8480165



TAB 4 – VENDOR PROFILE

DEDICATED ACCOUNT MANAGEMENT

We have an experienced account management team that is managing the university, recreation and vertical market business – Doug Marquette, Director of Vertical Markets, Marc Loomer National Sales Manager of Campus Recreation, and each respective territory manager listed below in the key contacts section.

CORPORATE OFFICE LOCATION

The corporate office of Johnson Health Tech North America is located at:
1600 Landmark Drive, Cottage Grove, WI 53527

SALES AND SERVICE OFFICES

Johnson has a primary, secondary and territory presence in all fifty states. Service is centralized out of the Cottage Grove offices and a series of direct and authorized service dealers are utilized to provide warranty, preventative maintenance and out of warranty service.

KEY CONTACTS:

STATE		CONTACT & TITLE	CONTACT INFO
Alabama	Recreation & Athletics	Andrew Starkey South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	Ready Fitness	
Alaska	Recreation & Athletics	Tim Schmidt Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
Arizona	Recreation	Marc Loomer National Sales Manager – Campus Recreation	Email: Marc.Loomer@matrixfitness.com Phone: 703-623-2932
	Athletics	Erik Haessly Mountain West Territory Manager	Email: Erik.Haessly@matrixfitness.com Phone: 719-522-3663
	Recreation & Athletics: Small Colleges/K12:	Fit Logistics	

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Arkansas	Recreation & Athletics	Wes Galloway Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
California (North)	Recreation & Athletics	Pat Jimison Northwest Sales Representative	Email: Pat.Jimison@matrixfitness.com Phone: 916-790-0718
	Small Colleges/K12	Opti Fit	
California (South)	Recreation & Athletics	Laura Higgins Territory Manager	Email: Laura.Higgins@matrixfitness.com Phone: 619-990-0256
	Small Colleges/K12	Opti Fit	
Colorado	Recreation & Athletics	Derrick Gleason Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Connecticut	Recreation & Athletics	Wes Galloway Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Florida	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Georgia	Recreation & Athletics	Robert Balcomb South Territory Sales Manager	Email: Robert.Balcomb@matrixfitness.com Phone: 404-304-0040
	Small Colleges/K12	Ready Fitness	
Hawaii	Recreation & Athletics	Rich Fonbuena	Email: Rich.Fonbuena@matrixfitness.com Phone: 916-803-2838
Idaho	Recreation & Athletics	Derrick Gleason Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Illinois	Recreation & Athletics	Andrew Starkey South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	Ready Fitness	

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Indiana	Recreation & Athletics	Andrew Starkey South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	Ready Fitness	
Iowa	Recreation & Athletics	Brian Knaup Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	Second Wind	Email: Laura.Higgins@matrixfitness.com Phone: 619-990-0256
Kansas	Recreation & Athletics	Wes Galloway Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Kentucky	Recreation & Athletics	Brian Fergeson KY/TN Territory Sales Manager	Email: Brian.Ferguson@matrixfitness.com Phone: 615-806-3512
Louisiana	Recreation & Athletics	KC Wright East TX/LA Territory Sales Representative	Email: Kc.wright@matrixfitness.com Phone: 225-316-3852
Maine	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Massachusetts	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Minnesota	Recreation & Athletics	Brian Knaup Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	Second Wind	
Mississippi	Recreation & Athletics	Wes Galloway Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Montana	Recreation & Athletics	Derrick Gleason Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Nebraska	Recreation & Athletics	Pat Jimison Northwest Sales Representative	Email: Pat.Jimison@matrixfitness.com Phone: 916-790-0718

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
New Hampshire	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
New Jersey	Recreation & Athletics	Todd Cohen Territory Manager - NYC/NJ	Email: Todd.Cohen@matrixfitness.com Phone: 516-557-3913
New Mexico	Recreation & Athletics	Erik Haessly Mountain West Territory Manager	Email: Erik.Haessly@matrixfitness.com Phone: 719-522-3663
	Small Colleges/K12	Fit Logistics	
New York	Recreation & Athletics	Todd Cohen Territory Manager - NYC/NJ	Email: Todd.Cohen@matrixfitness.com Phone: 516-557-3913
North Carolina	Recreation & Athletics	Todd St. Clair South Atlantic Territory Manager	Email: Todd.stclair@matrixfitness.com Phone: 919-414-3466
	Small Colleges/K12	Ready Fitness	
North Dakota	Recreation & Athletics	Brian Knaup Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	Nova	
Ohio	Recreation & Athletics	Danielle De Vaux Great Lakes Territory Manager	Email: Danielle.devaux@matrixfitness.com Phone: 269-612-7126
	Small Colleges/K12	Tom Varga	
Oklahoma	Recreation & Athletics	Wes Galloway Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
	Small Colleges/K12	PR Fitness	
Oregon	Recreation & Athletics	Tim Schmidt Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
	Small Colleges/K12	Foundation Fitness	

TAB 4 – VENDOR PROFILE

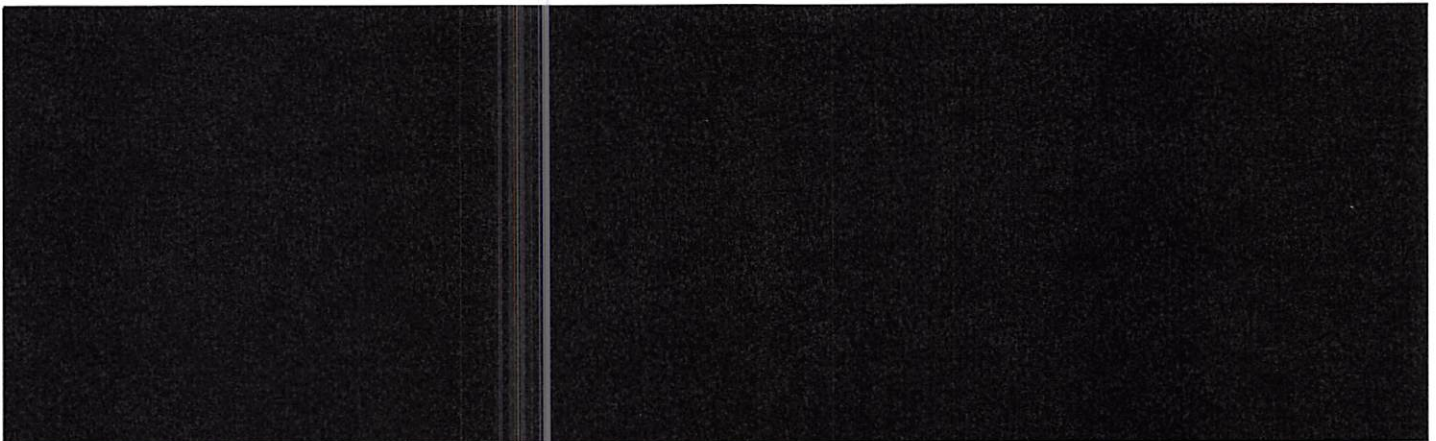
STATE		CONTACT & TITLE	CONTACT INFO
Pennsylvania	Recreation & Athletics	Jeff Thomas PA / Upstate NY Territory Sales Manager	Email: Jeff.Thomas@matrixfitness.com Phone: 412-613-2331
	Small Colleges/K12	Webster Fitness	
Rhode Island	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
South Carolina	Recreation & Athletics	Todd St. Clair South Atlantic Territory Manager	Email: Todd.stclair@matrixfitness.com Phone: 919-414-3466
	Small Colleges/K12	Ready Fitness	
South Dakota	Recreation & Athletics	Brian Knaup Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	Nova	
Tennessee	Recreation & Athletics	Brian Furgeson KY/TN Territory Sales Manager	Email: Brian.Ferguson@matrixfitness.com Phone: 615-806-3512
Texas (East)	Recreation & Athletics	KC Wright East TX/LA Territory Sales Representative	Email: Kc.wright@matrixfitness.com Phone: 225-316-3852
Texas (South)	Recreation & Athletics	Brett Lyon Texas Sales Representative	Email: Bret.Lyon@matrixfitness.com Phone: 682-226-9920
Texas (West)	Recreation & Athletics	Brett Lyon Texas Sales Representative	Email: Bret.Lyon@matrixfitness.com Phone: 682-226-9920
Utah	Recreation & Athletics	Derrick Gleason Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Vermont	Recreation & Athletics	Danny Fontaine Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Washington	Recreation & Athletics	Tim Schmidt Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
	Small Colleges/K12	Foundation Fitness	
Wisconsin	Recreation & Athletics	Pat Duffy Wisconsin Territory Manager	Email: Patrick.Duffy@matrixfitness.com Phone: 262-290-1492
	Recreation & Athletics: Small Colleges/K12	Summit Commercial Fitness	
Wyoming	Recreation & Athletics	Derrick Gleason Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092

TERMS OF PAYMENT

Net 30 Days



TAB 4 – VENDOR PROFILE**WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?**

Matrix Fitness has grown to be one of the leading fitness equipment brands in the global commercial segment through new product development, continuous innovation, strategic partnerships, distribution, superior customer tech support and forward-thinking business solutions for our customers. The following provides a brief summary of how these initiatives have differentiated the Matrix Fitness offering from its competitors.

Product Development

A steady flow of new products over the last 10 years has resulted in a portfolio of over 500 products, giving our customers an industry-leading variety of choices. In Q1 2018, we launched our new connected strength training products and our S-Force Performance Trainer. Both products provide performance and functionality that our competitors cannot. Our Ascent Trainer elliptical platform sets us apart from other companies with its variable stride and its patent-protected design. Several other existing products across our diverse portfolio provide Matrix- exclusive design features, including: our Rower features a unique magnetic resistance system; our Krankcycle has patented independent-rotation arms; our ClimbMill employs a superior modular drive system instead of a traditional AC drive system with transmission; MX4, our original multi-modality small group training program, is powered exclusively by Matrix products; and our exclusive Sprint 8 HIIT program.

Innovation

Our innovation process is based on stakeholder data-gathering. Our stakeholders include owners and operators, trainers, service technicians and end users. Our process has provided us with profound insights that have improved design for serviceability and lowered total cost of ownership while helping us develop training programs that drive incremental revenue for fitness facilities and healthy results for end users.

Strategic Partnerships

Our unique strategic partnerships are another aspect of our business that differentiates us from our competition. Through our strategic partnerships, we have developed programs such as Sprint 8 HIIT and products such as the Krankcycle and our S-Force Performance Trainer that are exclusive to Johnson Health Tech and Matrix Fitness.

Distribution

Our regional distribution centers are strategically located based on proximity and population density, allowing our delivery and installation teams to be more efficient than those of our competition.

Customer Tech Support

Johnson Health Tech North America and Matrix Fitness have approximately 17 direct service techs and over 300 certified independent service techs. This is supported by 22 inside service support representatives located at our headquarters in Cottage Grove, WI.

TAB 4 – VENDOR PROFILE**Business Solutions**

Our Matrix-exclusive group training concept, MX4, combines multi-modality training with original fitness programming developed in-house by our master trainer network. We also provide MX4-dedicated resource and a business development model for our customers. Matrix currently has more than 325 MX4-certified trainers in the United States. Matrix Connected Solutions provides technology-based business solutions that include Asset Management, Workout Tracking Network, Personal Trainer Portal and additional customization capabilities that differentiate us in a way our competition can't match.

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.

If awarded, Matrix Fitness will obtain prior approval from NCPA on any communication pertaining to the contract. This includes the use of NCPA name and logo. It is the intention of Matrix Fitness to create a communication plan to utilize the NCPA logo and reference the contact within our already-existing marketing elements. This may include adverts, presentations, email campaigns and social media.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.

Matrix would leverage multiple departments working together internally to ensure all parties are aware of the Master Agreement General Terms and Conditions. Additionally, the sales account team will communicate the details of the account with the US sales team and applicable dealer network as outlined in the contacts section.

DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG / ORDERING WEBSITE.

The Matrix website is comprehensive and allows visitors to explore all of the products available. Since e-commerce practices are not standard in the commercial fitness equipment industry, customers are connected to the appropriate sales rep for their area and or market to discuss the most appropriate solution in a consultative way.

Please refer to the following website links for the full collection of Matrix products:

Cardio: <https://images.jhtassets.com/49ae4be3b80ebcd672bc967e0ff24c217a09f5fe/>

Strength: <https://images.jhtassets.com/1ab510fd9c30704e6c1cfa6d7f0407c66f4adb8b/>

Group Training: <https://images.jhtassets.com/12899d235d363935c6891a03ae6defc0ea4e8b7a/>



TAB 4 – VENDOR PROFILE**DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT**

Customer service is one of our strengths and something that sets us apart from the rest of the industry. When a facility chooses Matrix, they can count on a 90% first-time fix rate, a prompt service response window and the ability to provide diagnostic services remotely or onsite. We ensure high-quality customer service in the following ways:

Careful Recruiting

Matrix takes great care in selecting the right individuals for our service network. We look for individuals who have exceptional analytical skills, strong cognitive abilities and professional mannerisms.

Extensive Training

Service provider technicians undergo 32 hours of live training and four hours of web-based training in order to achieve certification in servicing Matrix equipment. Technicians must also complete 16 hours of training every two years in order to maintain their certification.

Online Remedy System

Matrix has built a proprietary technical information repository referred to as our Online Remedy System. The Online Remedy System contains Matrix service work orders, product specifications, service manuals, exploded parts diagrams, service bulletins and much more. This system is accessible to our customer service agents, service providers and customers.

Customer Early Warning System

Matrix has built a proprietary in-house tool called the Customer Early Warning System to analyze repair history across customer sites and equipment. Using a variety of key performance indicators, this system generates monthly reports which are reviewed and acted upon by our customer service leads and supervisors. This enables Matrix to take a proactive approach in spotting potential maintenance trends, helping us take the appropriate measures to prevent minor issues from becoming larger problems for our customers.

Asset Management System

Our exceptional Asset Management system can provide machine usage statistics, machine error reporting and offline asset tracking. Asset Management sends information about machine errors or offline units to our customer service department for analysis and troubleshooting.



TAB 4 – VENDOR PROFILE

On-site Preventative Maintenance and Repairs

Routine preventative maintenance will reduce your equipment downtime and prevent major repairs before they happen. As your total solution partner, we'll provide a smart, consistent regimen designed to keep all your Matrix equipment looking and performing like new while extending equipment life and protecting your investment.

We offer three separate ways to report an issue with a Matrix product and to request service:

1. Calling into our tech support team line at 866-693-4863 and following the prompts and instructions for Commercial Support. The hours of operation for the customer service center is 7am-7pm Monday–Thursday and Friday 7am–5pm.
2. Texting the issue in to our support team at 608-208-6926. The text-to-chat feature enables anyone to have a live chat with our CTS department and can directly assist with a problem or set up a dispatch to the local service technician.
3. Email the issue to the relevant email address below including as much information as possible including any serial numbers of the affected unit.

REGION / STATE / PROVINCE	EMAIL ADDRESS
East CT DC DE KY MA MD ME NC NH NJ NY PA RI SC VA VT WV	eastsupport@matrixfitness.com
South AL AR FL GA LA MS TN TX	southsupport@matrixfitness.com
Central IA IL IN KS MI MN MO ND NE OH OK SD WI	centralsupport@matrixfitness.com
West AK AZ CA CO HI ID MT NM NV OR UT WA WY	westsupport@matrixfitness.com

TAB 4 – VENDOR PROFILE**GREEN INITIATIVES**

We believe in continuous improvement at Johnson Health Tech/Matrix Fitness, so we're always striving to be better, smarter and more responsible when it comes to environmental sustainability. Our North American global product marketing headquarters instituted a holistic energy saving program and reduced electricity consumption by 20% per year without increasing our natural gas use. In conjunction with daylighting features built into our facility, switching from fluorescent bulbs to cooler LEDs conserved approximately 6,658 kilowatt hours of power annually. Our facility's smart storm-water management design reduces runoff pollution in local lakes and rivers while providing habitats for native species, and in-facility water-saving measures reduced our total consumption by approximately 1,111,000 gallons per year and our per employee consumption by approximately 3,904 gallons per year. We recycle 100% of our Styrofoam and scrap wood so it never ends up in a landfill, and recycling our total waste at a rate of approximately 72% over the last two years has prevented more than 790 tons of waste from ending up in landfills. Since we never stop looking for new ways to improve our sustainability, we empower our employees and stakeholders to make incremental changes that reduce our impact on the planet, improve our business and enhance our communities.

Green Master & LEED Certified

JHTNA has earned Green Master certification for sustainability and LEED certification for creating a healthy, highly efficient and cost-saving green building.

TAB 4 - VENDOR PROFILE



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

State of Wisconsin • DEPARTMENT OF REVENUE

REGISTRATION UNIT
2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902
PHONE: 608-266-2776 TTY: 608-267-1049 FAX: 608-261-6248
EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

December 11, 2008
Letter ID: L1900702464

JOHNSON HEALTH TECH NORTH AMERICA, INC.
1600 LANDMARK DRIVE
COTTAGE GROVE WI 53527

Type of Tax Account	Tax Account Number	Beginning Effective Date	Filing Frequency
Withholding Tax	036-1026743369-05	1/1/2009	Quarterly
Sales & Use	456-1026743369-04	1/1/2009	Monthly

The Wisconsin Department of Revenue has processed your Application for Business Tax Registration and welcomes you as a registrant. The account number(s) assigned to you as a Wisconsin business registrant are referenced above and also on the enclosed Registration Certificate. The enclosed Registration Certificate identifies all permits, licenses, or certificates you hold with the Department of Revenue. This certificate confirms that you are registered with the department for those tax types. **PLEASE RETAIN THIS CERTIFICATE AS PROOF OF REGISTRATION.** If you hold an alcoholic beverage authorization, you must display your certificate at all times on the premises of the business location shown on your certificate. This certificate is not transferable.

Please review the information on your certificate to ensure correctness. It is important that you notify us of any change in ownership of your business, name, address, or if you discontinue or sell your business. When you contact us about these changes, please include the following information:

1. Account number(s) and locations that are impacted by the change.
2. Legal/Real name of your business
3. Business name(s).
4. Federal Employer Identification Number (FEIN), if you have one.
5. Type of change being made.
6. Effective date of the change.

If you need to obtain a business tax form or set of instructions quickly, visit our web site at www.revenue.wi.gov. You will find most forms and instruction are available for printing or downloading. Please feel free to contact us with any questions or comments you may have by using the e-mail address, mailing address, or telephone number listed in the letterhead.



TAB 4 – VENDOR PROFILE

United States of America
State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoslien, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

JOHNSON HEALTH TECH NORTH AMERICA, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 21, 2008.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on July 15, 2019.

MARY ANN MCCOSLIEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: 248699-385E9965



TAB 4 – VENDOR PROFILE

C E R T I F I C A T E		 TÜVRheinland
of Conformity		
Registration No.:	AK 50396282 0001	
Report No.:	10060007 001	
Holder:	Johnson Health Tech. Co., Ltd. No. 999, Sec. 2, Dongda Rd., Daya Dist., Taichung City 428 Taiwan	
Product:	Training Device (Rehabilitation Treadmill)	
Identification:	T3xm (MATRIX)	
Tested acc. to:	EN 60601-1-2:2015 IEC 60601-1-2:2014	
<p>The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.</p>		
Date	<div style="text-align: center;">  Certification Body Dipl.-Ing. W. Hsu </div>	
<div style="text-align: center;"> TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg </div>		

TAB 4 – VENDOR PROFILE

**CERTIFICATE
of Conformity**



Registration No.: AK 50421965 0001

Report No.: 50075674 001

Holder: Johnson Health Tech. Co., Ltd.
No. 999, Sec. 2, Dongda Rd.,
Daya Dist., Taichung City 428
Taiwan

Product: Training Device
(Rehabilitation Treadmill)

Identification: T3xm (MATRIX)

Tested acc. to: IEC 60601-1:2005+A1
EN 60601-1:2006+A11+A1+A12
IEC 60601-1-6:2010+A1
EN 60601-1-6:2010+A1
IEC 62366:2007+A1
EN 62366:2008+A1
IEC 62304:2006+A1
EN 62304:2006+A1

The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.

Date 13.11.2018



Certification Body

Dipl.-Ing. (FH) A. Klinker

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg



TAB 4 – VENDOR PROFILE

Certificate



Certificate no.

CU 72190056 01

License Holder:

Johnson Health Tech. Co., Ltd.
No. 999, Sec. 2, Dongda Rd.
428 Daya Dist., Taichung City
Taiwan

Manufacturing Plant:

Johnson Industries (Shanghai)
Co., Ltd.
A1 No. 4500, Baoqian Road
Zhuqiao Town, Jiading District
Shanghai
China

Test report no.: USA-AK 50075671 003

Client Reference: Chih-Feng Wei

Tested to: CAN/CSA-C22.2 No. 60601-1:14
ANSI/AAMI ES60601-1:2005+A2 (R2012) +A1

Certified Product: Rehabilitation Treadmill

License Fee - Units

Model Designation: MATRIX T3xm

7

Rated Voltage: AC 120V, 50/60Hz

Rated Current 15A

Protection Class: I

7

Appendix: 1, 1-13

Licensed Test mark:



Date of Issue





(day/mo/yr)

23/01/2019


TÜV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-6888 Fax (203) 426-4099



TAB 4 – VENDOR PROFILE

		Ref. Certif. No. DE 2-024117
IEC SYSTEM FOR MUTUAL RECOGNITION OF TEST CERTIFICATES FOR ELECTRICAL EQUIPMENT (IECEE) CB SCHEME		
CB TEST CERTIFICATE		
Product	Rehabilitation Treadmill	
Name and address of the applicant	Johnson Health Tech. Co., Ltd. No. 999, Sec. 2, Dongda Rd., Daya Dist. Taichung City 428, Taiwan	
Name and address of the manufacturer	Johnson Health Tech. Co., Ltd. No. 999, Sec. 2, Dongda Rd., Daya Dist. Taichung City 428, Taiwan	
Name and address of the factory	Johnson Industries (Shanghai) Co., Ltd. A1, Export Processing Zone No. 4500 Bao Qian Rd., Jia Ding, 201815 Shanghai, China	
Ratings and principal characteristics	AC 120V; 50/60Hz; 15A; AC 220-240V; 50/60Hz; 8A; Class I	
Trademark (if any)	MATRIX	
Customer's Testing Facility (CTF) Stage used	N/A	
Model / Type Ref.	T3xm	
Additional information (if necessary may also be reported on page 2)		
A sample of the product was tested and found to be in conformity with	IEC 60601-1:2005+A1 IEC 60601-1-6:2010+A1 for national deviations see test report	
As shown in the Test Report Ref. No. which forms part of this Certificate	50075670 001	
This CB Test Certificate is issued by the National Certification Body		
 TÜVRheinland®	TÜV Rheinland LGA Products GmbH Tillystraße 2 · 90431 Nürnberg, Germany Phone + 49 221 806-1371 Fax + 49 221 806-3935 Mail: cert-validity@de.tuv.com Web: www.tuv.com	
Date: 13.11.2018	Signature:	 Dipl.-Ing. (FH) A. Renker
		

TAB 4 – VENDOR PROFILE



Certificate

The Certification Body of
TÜV Rheinland LGA Products GmbH

hereby certifies that the organization

**Johnson Industries (Shanghai)
Co., Ltd.**
A1, Export Processing Zone
No. 4500 Bao Qian Rd., Jia Ding
201815 Shanghai
China

has established and applies a quality management system for medical devices
for the following scope:

**Design and Development, Manufacture and Distribution of
Powered Exercise Equipment and Non-Measuring Exercise
Equipment for rehabilitation use**


Proof has been furnished that the requirements specified in


EN ISO 13485:2016

are fulfilled. The quality management system is subject to yearly surveillance.

Effective Date:	2019-02-01
Certificate Registration No.:	SX 60133883 0001
An audit was performed. Report No.:	15096307 002
This Certificate is valid until:	2021-11-09

Certification Body





Date 2019-02-01

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg
Tel.: +49 221 806-1371 Fax: +49 221 806-3935 e-mail: cert-validity@de.tuv.com http://www.tuv.com/safety

TAB 4 – VENDOR PROFILE

**Certificate**

The Certification Body of
TÜV Rheinland LGA Products GmbH

hereby certifies that the organization

**Johnson Industries (Shanghai)
Co., Ltd.**
A1, Export Processing Zone
No. 4500 Bao Qian Rd., Jia Ding
201815 Shanghai
China

has established and applies a quality management system for medical devices
for the following scope:

**Design and Development, Manufacture and Distribution of
Powered Exercise Equipment and Non-Measuring Exercise
Equipment for rehabilitation use**

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are fulfilled. The quality management system is subject to yearly surveillance.

Effective Date: 2019-02-01
Certificate Registration No.: SX 60133883 0001
An audit was performed. Report No.: 15096307 002
This Certificate is valid until: 2021-11-09

Certification Body



Date 2019-02-01



TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg

Tel.: +49 221 806-1371 Fax: +49 221 806-3935 e-mail: cert-validity@de.tuv.com http://www.tuv.com/safety



TAB 4 – VENDOR PROFILE



Certificate

The Certification Body of
TÜV Rheinland LGA Products GmbH

hereby certifies that the organization

**Johnson Industries (Shanghai)
Co., Ltd.**
A1, Export Processing Zone
No. 4500 Bao Qian Rd., Jia Ding
201815 Shanghai
China

has established and applies a quality management system for medical devices
for the following scope:

**Design and Development, Manufacture and Distribution of
Powered Exercise Equipment and Non-Measuring Exercise
Equipment for rehabilitation use**

Proof has been furnished that the requirements specified in

EN ISO 13485:2016

are fulfilled. The quality management system is subject to yearly surveillance.

Effective Date: 2019-02-01
Certificate Registration No.: SX 60133883 0001
An audit was performed. Report No.: 15096307 002
This Certificate is valid until: 2021-11-09

Certification Body

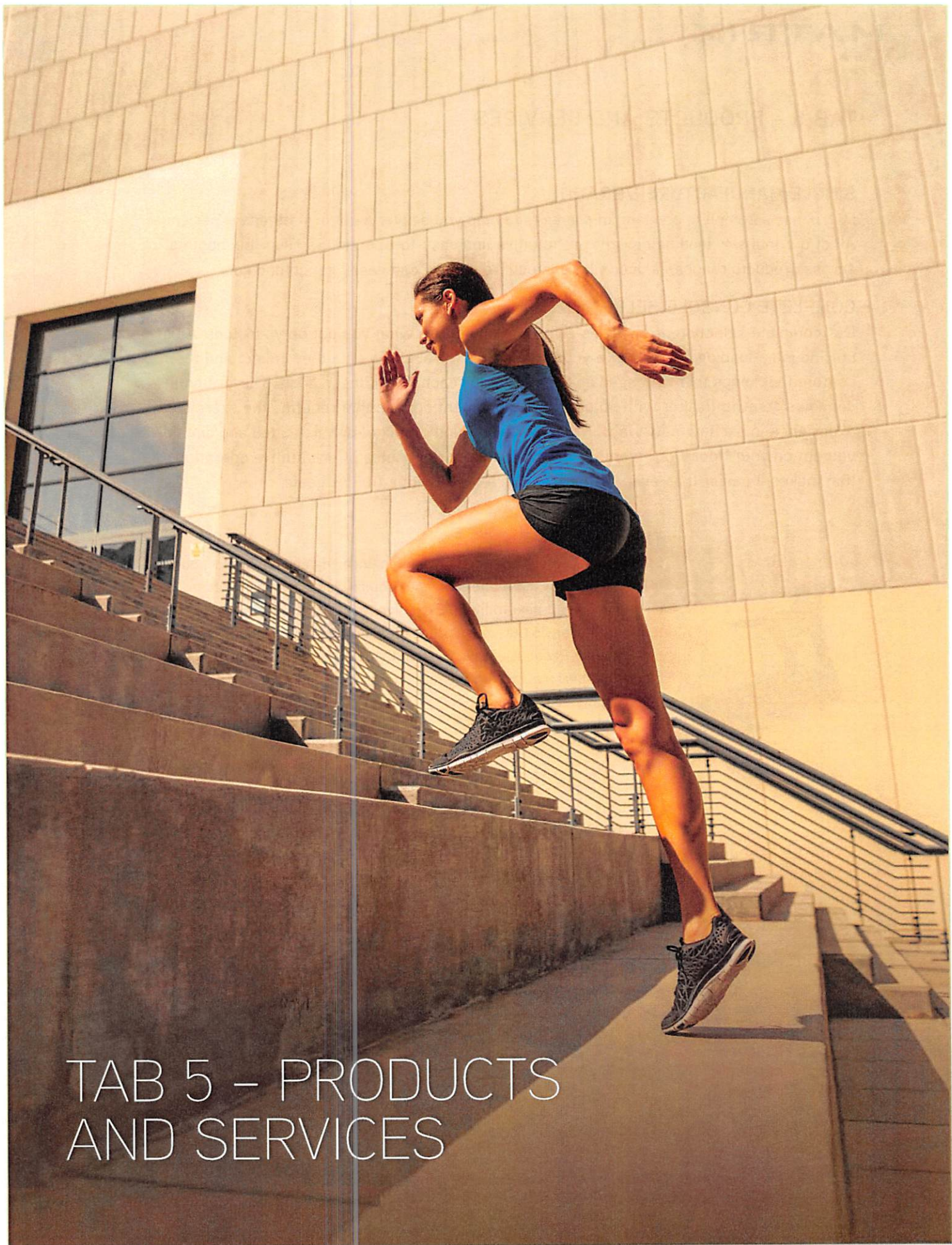


Date 2019-02-01



TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg
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TAB 5 – PRODUCTS AND SERVICES

TAB 5 – PRODUCTS AND SERVICES

SINGLE MANUFACTURER/BRAND

Matrix has a complete portfolio of products to help you deliver a uniform fitness experience. All of our industry leading designs are intuitive and easy-to-operate. Familiar touchpoints across products reduces a user's learning curve so they can easily get on and go.

COMPLETE CONSOLE SELECTION

Our complete selection of consoles gives you choices in what you put on your floor. All of our industry-leading designs give your members control of the data they collect and the content that keeps them engaged as they strive to reach their fitness goals. Our premium consoles go even further with stunning entertainment options that redefine the exercise experience in exciting new ways. No matter what kind of mix of sophisticated and simple you put on your floor, your members will find that our consoles offer intuitive operation that makes it easier than ever for them to reach their unique fitness goals.



TREADMILLS

Striking the perfect balance between engineering and aesthetics, our treadmills attract more attention and require less maintenance than anything you put next to them. Exclusive features like our Ultimate Deck that offers over 25,000 miles of maintenance-free performance and our Dynamic Response Drive System that provides the smoothest, most consistent performance on the market mean that our treadmills are built better from head to toe.



ROWERS

Sleek-yet-robust design offers whisper-quiet operation, a smoother stroke, easy adjustment and repeatable resistance levels to create an unmatched rowing experience. A versatile, exceptionally comfortable design makes it easy to switch between speed work, distance rowing and high-intensity interval training, and accurate, complete data feedback will help your users measure improvement to get the most out of their precious workout time.

TAB 5 – PRODUCTS AND SERVICES



CYCLES

Performance, comfort and styling make our cycles a favorite for members, while easy use and streamlined maintenance make them a top choice for owners, trainers and service techs. And with self-powered options, you can place them anywhere in your facility.



TRAINING CYCLES

Our Training Cycles give you everything you need to attract more riders and make your group cycling classes a core part of their training regimen. All of our durable Training Cycles feature optimized ergonomics and intuitive adjustments that make it hassle-free for every member — no matter what their body type or ability level — to experience the feel of a real outdoor ride. From the seat to the handlebars to the controls, we've incorporated thoughtful design details that make each ride comfortable and natural. We've even simplified setup and service, so it's easy to get your group class started and keep all your members happy with dynamic cycles.



ASCENTS & ELLIPTICALS

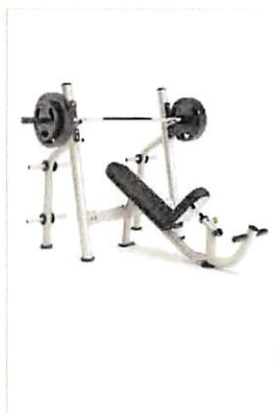
Matrix Ascent Trainers and ellipticals provide smooth, stable, natural movement that makes every workout comfortable and efficient. Our Ascent Trainers deliver a dynamic full-body workout in a compact footprint that helps you make efficient use of your cardio floor, and our ellipticals are unmatched when it comes to delivering a synchronized, natural exercise experience.

TAB 5 – PRODUCTS AND SERVICES**CLIMBMILLS**

Give your users the most authentic stair-climbing workout on the market with a combination of high-design, low-maintenance machines. Our Control Zone and Step Positioning Software help users workout safely and smoothly, our exclusive Sweat Management System protects critical components to extend the life of your equipment.

**S-DRIVE PERFORMANCE TRAINERS**

Bring our S-Drive Performance Trainer to your fitness center to offer members an incredibly versatile high-intensity interval training (HIIT) solution. Placed between weight or functional training stations, your members can take on all-out sprints, sled pushes or parachute training with magnetic resistance settings just right for their ability level and goals. This multipurpose piece of equipment can help users of all ability levels improve conditioning and refine form with precise, immediate feedback from instructors.

**FREE WEIGHTS**

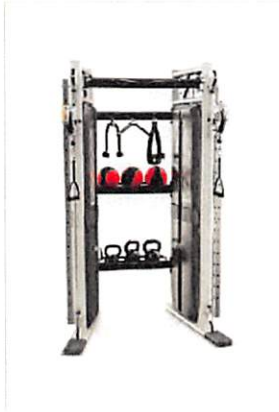
No fitness center is complete without a selection of premium free weights, the time-tested backbone of the strength training experience. Choose from our flagship strength series to find the combination of function and ergonomics just right for you. Exclusive features like patented breaker benches and high-style industrial design will prove a draw for aspiring fitness enthusiasts and seasoned lifters alike.

TAB 5 – PRODUCTS AND SERVICES



SINGLE-STATION

Our amazing selection of single-station machines are nothing short of ideal for members ready to focus on refining specific muscle groups. Each and every variety we offer makes it easy for members to quickly select their weight and exercise safely in a self-contained unit. Operation is intuitive, and our high-performance designs ensure that your members are getting the most out of every set, every rep and every moment they spend pursuing their fitness goals.



MULTI-STATION

Multi-station units help you make the most of your floor space and help your members make the most of their workout time. Smart designs let users take on multiple exercises in a small space, quickly adjusting settings to maximize impact and results. To attract even more exercise enthusiasts to your fitness center, add ultra-versatile functional trainers that provide an unparalleled workout in an efficiently enclosed space.



RACKS & PLATFORMS

When serious strength-training enthusiasts see our premium racks on your floor, they'll know they're in the right place and keep coming back for more. Everything we offer features heavy-duty construction that stands up to the most rigorous use environments, plus stylish industrial design that draws the eye and dares the user to go for a new personal best.

TAB 5 – PRODUCTS AND SERVICES



PLATE-LOADED

Plate-loaded units are nothing short of essential when it comes to helping your members exercise major muscle groups and push their strength training limits. Thoughtful design and incredible attention to detail make our ever-popular stations easier to load, unload and access, so members can get the work they need, where they need it, and keep on going.



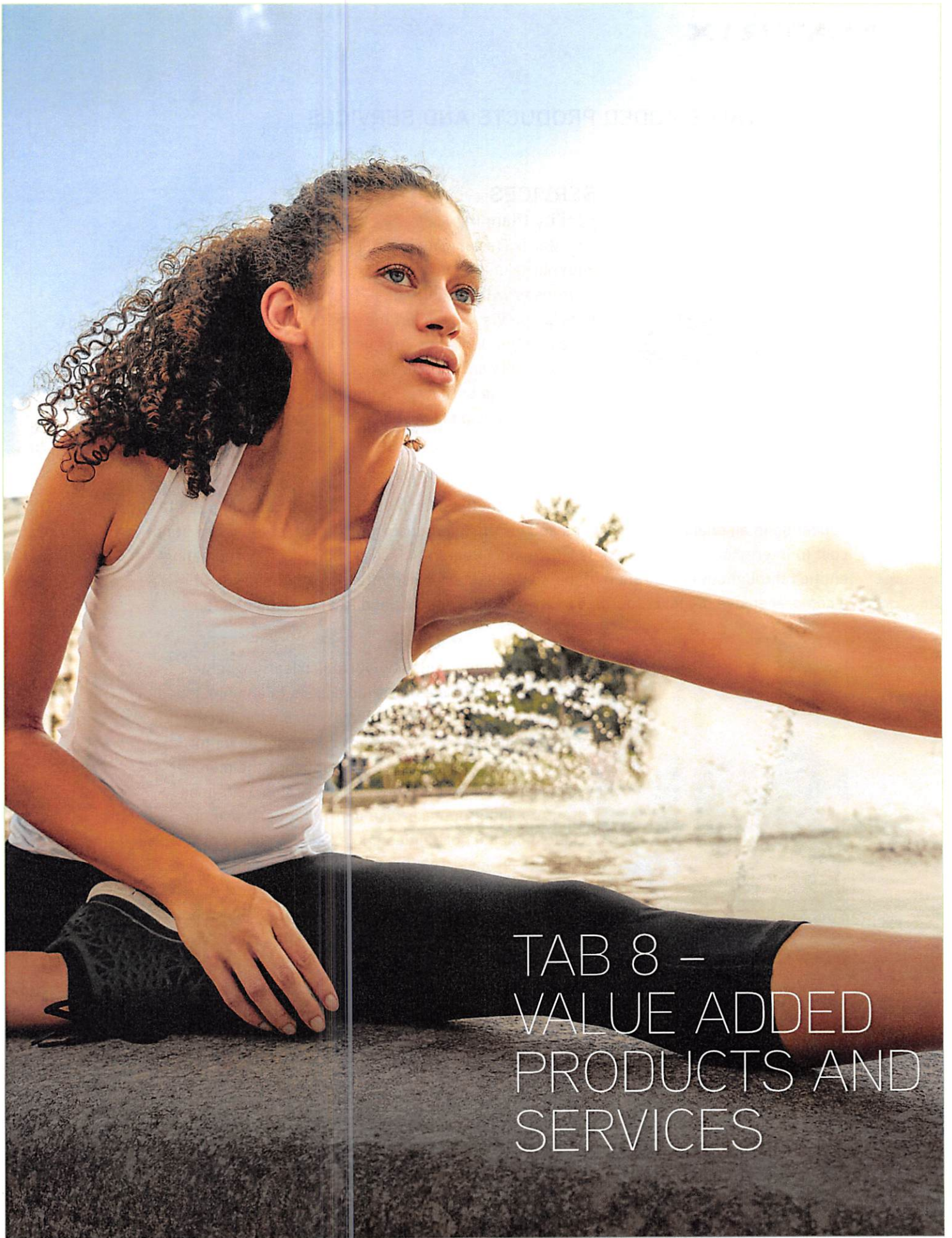
XULT ACCESSORIES

New from Johnson Health Tech, XULT Fitness celebrates the superior strength training experience by providing a wide array of equipment designed to build better bodies and maximize athletic performance. From strength to endurance, from major muscle groups to task-specific enhancements, XULT has the gear to help exercise enthusiasts redefine themselves from head to toe.



MED CE PRODUCTS

Because of our commitment to serving the needs of therapeutic, rehab and active-aging professionals, select products go beyond dynamic performance and lasting durability to earn the Med CE Certification under the European Medical Device directive. These products are specifically manufactured to meet stringent international standards for safety, biocompatible materials and function to help healthcare providers follow exact training protocols and implement patient programs with confidence in accurate results and quantifiable progress.



TAB 8 –
VALUE ADDED
PRODUCTS AND
SERVICES

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES



SERVICES

Facility Planning

The Matrix Design Studio can bring your new facility to life with our talented facility planning team that can combine your ideas with cutting-edge 2D and 3D design resources to help you visualize all of the amazing possibilities. We also offer an Online Architect Portal specifically for architects and club designers who have their own space planning software. Count on our ingenious design resources to help bring your dreams to life.

On-Going Product Training

Upon installation, Matrix will provide in-person product training to your staff so that they fully understand proper usage and product benefits. Matrix holds a strong commitment to education in all channels. Workshops and certification opportunities will be provided at no cost to interested students. In order to support Region 14 ESC and all NCPA participating entities throughout the duration of the contract, Matrix also offers Matrix Learning Center, a comprehensive digital resource designed to help educate and train our customers.



Matrix Learning Center

Matrix Learning Center (www.matrixlearningcenter.com) gives you free, unlimited access to an unmatched library of resources that will maximize your investment in everything Matrix. Managers can count on us for tools and tips that increase ROI, enhance the member experience and reduce cost of ownership. Personal trainers and group exercise instructors can use our educational opportunities and expert-designed protocols to forge stronger relationships with clients and build loyalty that lasts. Service technicians can turn to us for how-to videos and essential checklists that reduce downtime, streamline service and help you get it right the first time, every time.

Early Customer Warning System

Matrix has built a proprietary in-house tool called the Customer Early Warning System to analyze repair history across customer sites and equipment. Using a variety of key performance indicators, this system generates monthly reports which are reviewed and acted upon by our CTS leads and supervisors. This enables Matrix to take a proactive approach in spotting potential maintenance trends, helping us take the appropriate measures to prevent small issues from becoming larger problems for our customers.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Preventative Maintenance

Reduce equipment downtime and increase member satisfaction. As your total solution partner, we'll provide a smart, consistent, regimen designed to keep all your Matrix equipment looking and performing like new while extending equipment life and protecting your investment. The Matrix Preventative Maintenance Program is not a substitute for routine cleaning and periodic adjustment procedures.

Online Remedy System

Matrix / Johnson Health Tech takes great pride and care into supporting our customers for the duration of ownership of our products. We offer our Online Remedy System. Once a customer is given a user ID and password, they can access troubleshooting diagrams, exploded view diagrams, service manuals and service bulletins. Parts can be ordered using the Online Remedy System, and the customer's parts pricing discount percentage is applied immediately.

Extended Warranty

Matrix is offering the Region 14 Education Service center the option to purchase an additional 2 years of our industry-best 3 years parts and labor warranty.



VALUE-ADDED PRODUCTS

Connected Solutions

Our robust, open platform is more than a collection of hardware, software and connectivity options. It's a pioneering digital ecosystem that enhances the way you manage machines, mentor and motivate members, and promote your unique brand. We even partner with third-party organizations to provide best-in-class integration to make your existing solutions work together seamlessly, so you don't have to choose just one technology partner anymore. Best of all, each of our digital solutions will enhance your business, streamline your administrative tasks and delight the people you serve in ways that redefine the fitness industry and the exercise experience.

Asset Management

Our robust, Asset Management platform offers a 360° view of your equipment status on virtually any internet-connected device. Using an intuitive dashboard, you can easily view equipment status, access equipment-specific data, customize equipment names, observe equipment usage patterns, generate comprehensive reports and much more. You even get automatic service notifications to streamline the service process and the ability to manage multiple facilities at once. When utilized with the Matrix 7-series cardio products, you can even use the customizable welcome screens, facility calendar and automated messaging

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

to promote your brand and encourage users to take advantage of other programs and activities. *Matrix is offering The Region 14 Education Service Center complimentary Asset Management on all XE and XI Cardio for members.*

Workout Tracking Network

Our ingenious Workout Tracking Network lets your members capture data from all their favorite fitness apps and all the places they work out in one place using a single customizable interface that puts your facility at the center of their fit lifestyle.

Personal Trainer Portal

Create a truly personalized training experience with our flexible, customizable digital solution. Personal Trainer Portal helps trainers engage with a wide range of members, represents your unique brand and helps you tap unexplored revenue streams. Consider pairing Personal Trainer Portal with Workout Tracking Network and our 7xi console to build member loyalty that truly lasts.



Sprint 8

The science-based Sprint 8 program, exclusive to Matrix cardio equipment, is a high -intensity interval training (HIIT) workout that burns more fat, builds more muscle and develops greater fitness in just twenty minutes, three times a week. The Sprint 8 is pre-programmed and ready at the touch of a button on Matrix Fitness 7- and 5-series cardio equipment including treadmills, Ascent Trainers, ellipticals and cycles.



Virtual Active

Our speed- and terrain-interactive Virtual Active workouts transport exercise enthusiasts to exotic locales all over the world, including the majestic Grand Canyon, the lush forests of Hawaii and Sin City's infamous strip, just to name a few. The beautiful forward-motion high-definition footage speeds up or slows down to match the user's pace, and resistance or incline varies to match the terrain.

Facility-Specific Solutions

Depending on what kind of fitness center you operate, some of our facility-specific solutions might be right for your goals and members. Check out RFID to streamline the exercise experience, digital TV if you'd like to add a little extra entertainment, remote audio to coordinate with your mounted big screens or IPTV and Pro:Idiom if you do business in the hospitality channel.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Digital TV

Keep users motivated and help them achieve their fitness goals with the industry's very best screen technology.

Remote Audio

Enhance the exercise experience by syncing remote audio to your facility's big screens.

RFID

Simple radio-frequency tags can give your members a seamless exercise experience from door to door, streamlining check-ins, workouts and purchasing from your vending centers.

IPTV

Ideal for hotels, IPTV lets guests sync their entertainment experience from the room to the fitness center to the hotel bar and back.

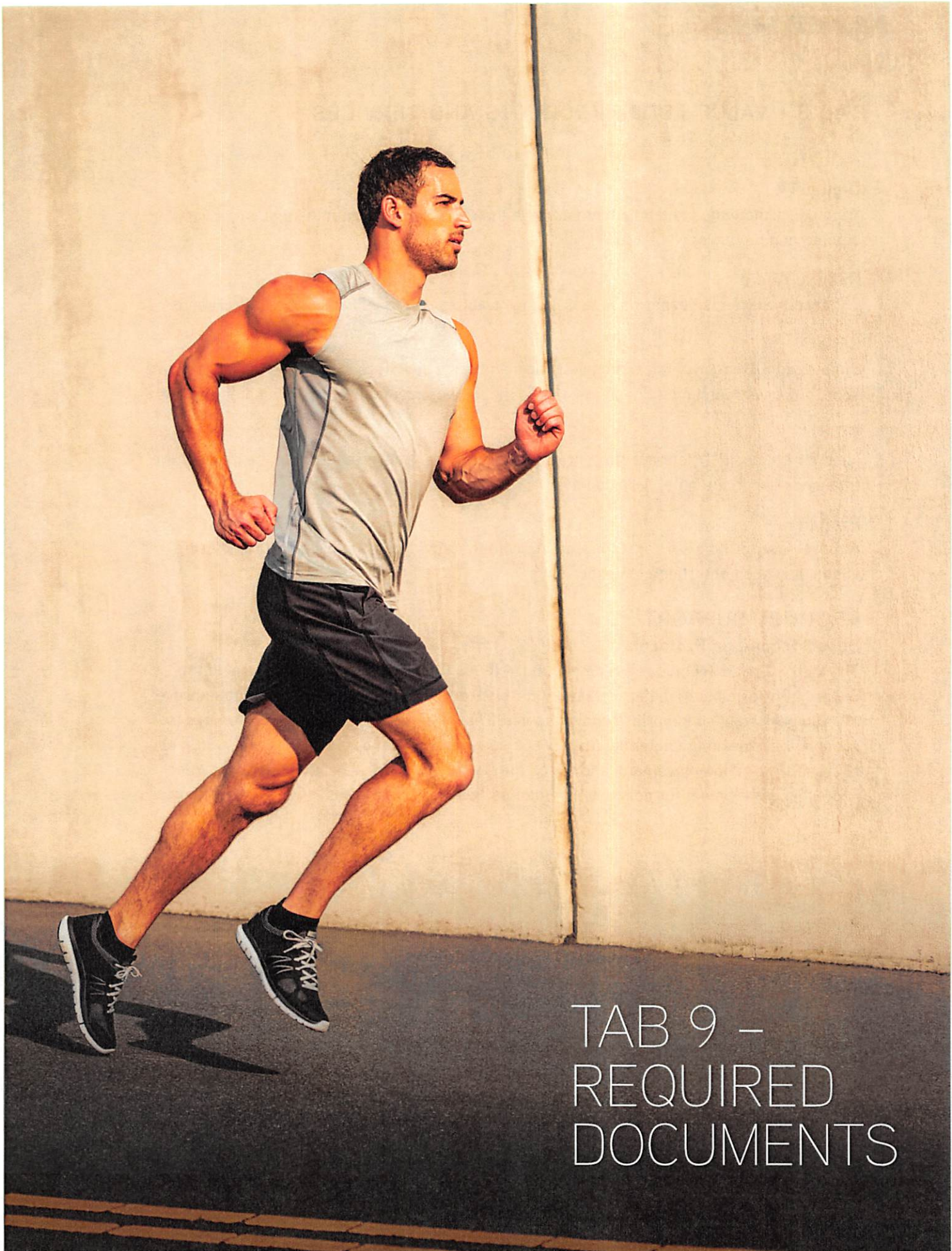
Pro:Idiom

A must-have for hotels, Pro:Idiom protects content providers from piracy while offering guests a synced entertainment experience.

PRODUCT SUPPORT

Speed Technique Protocols

The Matrix Speed Technique Protocols utilize the S-Drive Performance Trainer and the S-Force Performance Trainer to execute mission-critical objectives necessary to improve athletic performance in sprint-running sports. They are designed to lead your athletes to achieve their maximum potential for top-end speed, maximum acceleration from a stop or change-of-direction movement, and speed bursts acceleration. Matrix Speed Technique Protocols are efficient for coaches with limited training time and those with large teams.



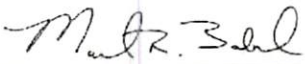
TAB 9 -
REQUIRED
DOCUMENTS

TAB 9 – REQUIRED DOCUMENTS

CLEAN AIR AND WATER ACT & DEBARMENT NOTICE

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

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

Potential Vendor	Johnson Health Tech North America Inc dba Matrix Fitness
Print Name	Mark Zabel
Address	1600 Landmark Drive
City, State, Zip	Cottage Grove, WI 53527
Authorized signature	
Date	July 23, 2019



TAB 9 – REQUIRED DOCUMENTS**CONTRACTOR REQUIREMENTS****CONTRACTOR CERTIFICATION CONTRACTOR'S EMPLOYMENT ELIGIBILITY**

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

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

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

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

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

FINGERPRINT & BACKGROUND CHECKS

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

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

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



TAB 9 – REQUIRED DOCUMENTS

BUSINESS OPERATIONS IN SUDAN, IRAN

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Mr. Zaid

Date July 23, 2019

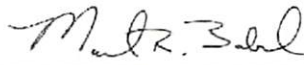


TAB 9 – REQUIRED DOCUMENTS

ANTITRUST CERTIFICATION STATEMENTS
(TEX. GOVERNMENT CODE § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Potential Vendor	Johnson Health Tech North America Inc dba Matrix Fitness
Print Name	Mark Zabel
Address	1600 Landmark Drive
City, State, Zip	Cottage Grove, WI 53527
Authorized signature	
Date	July 23, 2019



TAB 9 – REQUIRED DOCUMENTS**FEMA STANDARD TERMS AND CONDITIONS**
ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy
 - g. conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).



TAB 9 – REQUIRED DOCUMENTS

- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
- a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
- b. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1. The copyright in any work developed under a grant or contract; and
 - 2. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

TAB 9 – REQUIRED DOCUMENTS

**REQUIRED CLAUSES FOR FEDERAL ASSISTANCE
PROVIDED BY FTA**

ACCESS TO RECORDS AND REPORTS

CONTRACTOR AGREES TO:

- a). Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b). Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.
Reference 49 CFR 18.39 (i)(11).*

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment

TAB 9 – REQUIRED DOCUMENTS

Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

TAB 9 – REQUIRED DOCUMENTS

facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

TAB 9 – REQUIRED DOCUMENTS

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT
ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding



TAB 9 – REQUIRED DOCUMENTS

Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

TAB 9 – REQUIRED DOCUMENTS

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

Matrix Fitness acknowledges the State Notice Addendum and reference links provided above



A close-up photograph of a woman with dark hair tied back, wearing a pink top. She is looking down at a laptop screen with a gentle smile. The background is dark and out of focus, showing some architectural lines and a warm light source.

THANK
YOU



MATRIX

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

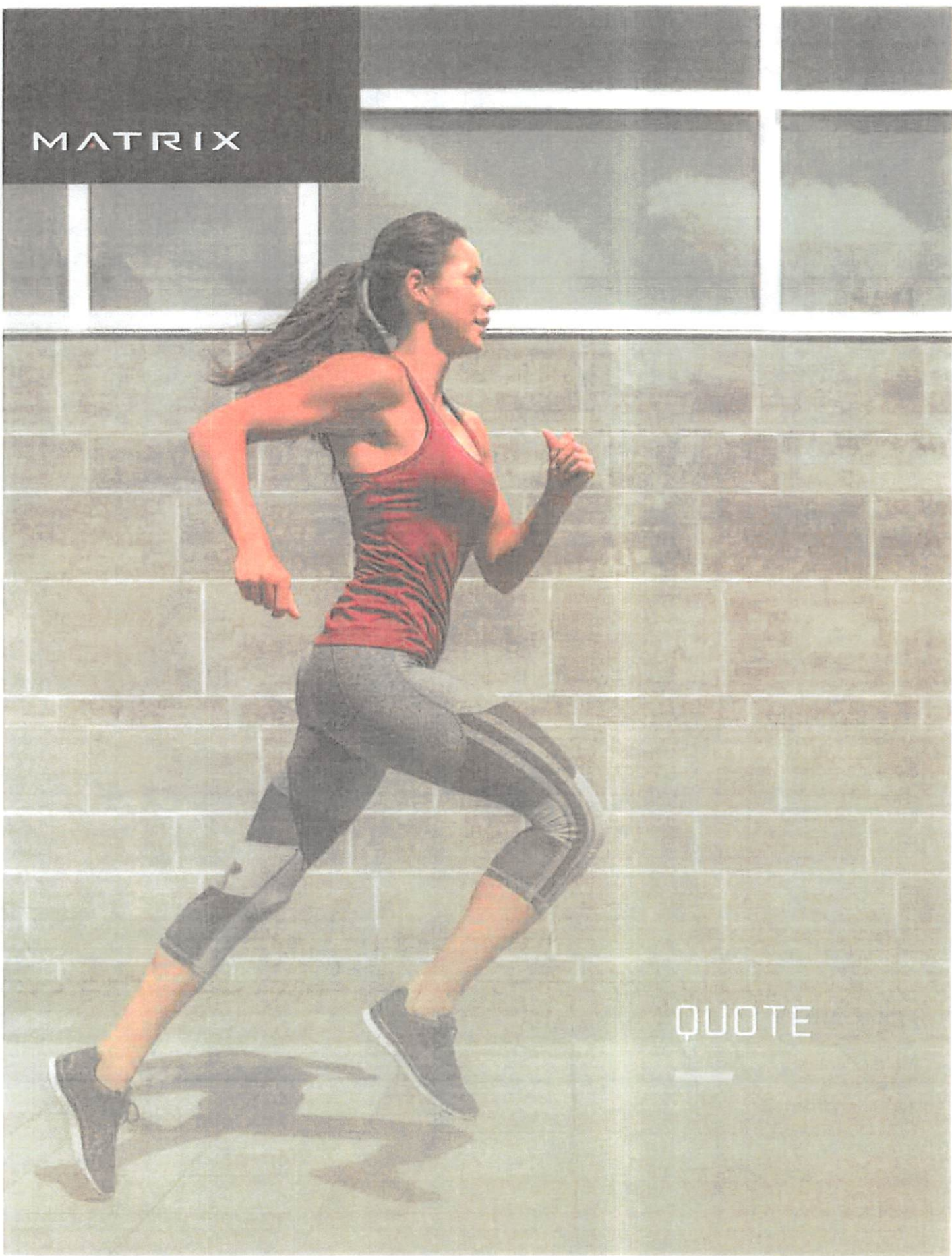
Surfside Police Dept
Antonio Marcianite
March 20, 2023

PREPARED BY

Matrix Fitness
Jake Glore
1600 Landmark Dr
Cottage Grove, WI 53527
314-677-8685
Jake.Glore@matrixfitness.com

MATRIX

QUOTE



QUOTE

MATRIX

Date: 03/20/2023
Quote #: QUO-140328-G8G3G4
Expires On: 04/19/2023

Primary Sales Contact
Jake Glone
P: 314-677-8685 F: 608-839-6066
Jake.Glone@matrixfitness.com

Alternate Sales Contact
Adrienne Belton
P: F:
adrienne.belton@johnsonfit.com


Bill To:
Surfside Police Dept
Antonio Marciano
9293 Harding Ave
Surfside, FL 33154
USA
3058614862 ext 216 -
amarciano@townofsurfsidefl.gov

Ship To:
Surfside Police Dept
9293 Harding Ave
Surfside, FL 33154
USA

Comments:

NCPA Contract#08-23
NCPA Pricing

Shipping Notes:

Qty	Model Number		Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
1	VS-S131		Matrix Versa Dual Multi-Press Heavy Stack	\$4,415.00	\$2,713.00	\$2,713.00
1	VS-S711		Matrix Versa Dual Ext/Curl Heavy Stack	\$5,080.00	\$3,175.00	\$3,175.00
1	MG-924-06		MG Tower Cross Over;IS/OB (JHTNAM)	\$5,885.00	\$4,044.00	\$4,044.00
1	MG-926-06		MG Tower Low Row;IS/OB (JHTNAM)	\$3,730.00	\$2,569.00	\$2,569.00
1	MG-921-06		MG Tower Lat Pulldown;IS/OB (JHTNAM)	\$3,635.00	\$2,506.00	\$2,506.00
1	ALB-PS-LED		Matrix Perf. LED Low Body Ascent Blk Mat	\$11,650.00	\$5,950.00	\$5,950.00
1	A62-03		Matrix MG Preacher Curl	\$1,230.00	\$919.00	\$919.00
1	VS-S70		Matrix Versa Leg Press Heavy Stack,	\$4,850.00	\$4,850.00	\$4,850.00
1	R-PS-LED		Matrix Perf. LED Recumbent Blk Matte	\$5,750.00	\$2,856.00	\$2,856.00

List Price Total \$46,225.00
Customer Savings \$16,643.00

Equipment Sales Price \$29,582.00
FRT/ASM/DEL \$0.00

Customer Subtotal (before tax) \$29,582.00
Tax (Estimated,subject to change) \$0.00
Total Amount Due (USD)(including tax) \$29,582.00

** Images shown are for illustration purposes only and may not be an exact representation. **
** Olympic bars, dumbbells, weight plates and other accessories depicted in product images are not included **

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only

Johnson Health Tech NA Inc
27829 Network Place
Chicago, IL 60673-1278

Fed-Ex, UPS, etc

JPMorgan Chase
c/o Johnson Health Tech NA Inc. LBX # 27829
131 S. Dearborn, 6th Floor
Chicago, IL 60603

Quote #: QUO-140328-G8G3G4

Quote Amount: \$29,582.00

Payment Terms: 100% PTS

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

JHTNA TERMS AND CONDITIONS OF SALE

1. Acceptance and Governing Provisions. This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Quote and the attached Power Requirements for Matrix Equipment (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires thirty (30) days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. Payment. The purchase price, including any and all related costs, is due in full and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved by JHTNA for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to MatrixAR@johnsonfit.com for review and approval. JHTNA will determine credit based the completed Credit Application, and may also rely on reference checking, D&B and Credit Safe Reports and review of complete Financials of Purchaser. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within thirty (30) days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of eighteen (18%) per year (but not more than the highest rate permitted by applicable law) on all amounts past due. Unless otherwise prohibited by law, if at all, Purchaser agrees to pay JHTNA's actual attorney's fees and all costs incurred by JHTNA in connection with enforcing JHTNA's rights under this Agreement, including without limitation any non-payment of amounts owed and collections costs, whether or not litigation is commenced. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open credit, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on JHTNA and/or Purchaser, or measured by the transaction between JHTNA and Purchaser shall be invoiced by JHTNA and paid by Purchaser in addition to the Product prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. Delivery, Claims and Force Majeure. Purchaser has the right to choose a carrier for delivery of Goods to Purchaser's facility. If Purchaser chooses a carrier, Purchaser has the obligation to and shall schedule pickup with JHTNA for pickup from one of JHTNA's facilities, Purchaser shall be solely responsible for all payments, cost and expenses related to scheduling, logistics and delivery. If Purchaser chooses to have JHTNA coordinate delivery of the Goods, JHTNA will do so pursuant to the terms of the Agreement. Delivery of Goods to a carrier at JHTNA's facility or other loading point designated by Purchaser or JHTNA (as the case may be) shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within five (5) business days after Purchaser's receipt of shipment of the Goods. Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of the Goods by Purchaser, and Purchaser shall be deemed to have waived all

such claims for shortages or other errors relative to the delivered Goods. JHTNA is not responsible for any loss or damage to Goods during transit or delivery. Claims for loss or damage to Goods in transit shall be made by Purchaser to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and thirty (30) days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause that is not reasonably foreseeable and that is outside JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. If cancellation or modification of an order is approved by JHTNA in writing, Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, restocking fees and costs, out-of-pocket expenses and loss of profit and allocable overhead. In no event shall Purchaser cancel or modify an order after delivery of the Goods. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment and sole discretion of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, non-availability or shortages of materials from suppliers or price changes.

7. Warranties. JHTNA warrants the Goods manufactured by JHTNA and supplied to Purchaser hereunder to be free from material defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at the time Purchaser's order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a material manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option and cost. Subject to any other obligations JHTNA may have under this Agreement, such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within ten (10) days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. Assumption of Risk for Use. Purchaser and each user of the Goods sold by JHTNA pursuant to this Agreement shall be solely responsible for the proper use of such Goods. Purchaser acknowledges and agrees that use of such Goods may result in personal injury or death. The purchase of such Goods by Purchaser shall constitute Purchaser's acknowledgement and acceptance of any and all responsibility and liability that may result from use of the Goods. Purchaser's assumption of risk and liability shall not include liability that results solely from JHTNA's gross negligence,

willful misconduct or breach of this agreement, including any material defect in the manufacturing of the Goods by JHTNA.

10. Limitation of Liability and Other Damages. Except as otherwise provided herein, JHTNA's liability hereunder and with respect to the Goods sold shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, unless otherwise set forth herein, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such property or personal injury damages; provided, however, that if such property or personal injury damages are solely the result of JHTNA's gross negligence, willful misconduct or breach of this Agreement, including a material defect in the manufacture of the Goods, then JHTNA shall defend, hold harmless and indemnify Purchaser from and against such liability resulting from JHTNA's gross negligence, willful misconduct or breach of this Agreement. However, JHTNA's liability shall not extend to any damages, including property or personal injury damages, that are shown to result from, in whole or in part, any alteration of the Goods by Purchaser or any other unauthorized third party, improper placement of the Goods by Purchaser or any other unauthorized third party, improper maintenance of the Goods by Purchaser or any other unauthorized third party or improper use of the Goods.

11. Indemnification. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in any way connected with the Goods sold hereunder, including without limitation Purchaser's or any other third party's use of the Goods, any alteration of the Goods, any improper placement of the Goods or any improper maintenance of the Goods.

12. Security Agreement. This Agreement shall constitute a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without

any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

13. Landlord's Liens. If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

14. Technical Information. Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

15. Patents, Trademarks and Copyrights. JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such Goods, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such Goods are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement; and (b) if in such suit use of such Goods by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the Goods, (ii) modify the Goods to render them non-infringing, (iii) replace the Goods with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the Goods.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without JHTNA's written consent, or for infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any Goods furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of Goods sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

16. Spacing Behind Treadmills. Per industry safety standards (ASTM F2115 and EN 957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills ensuring that there is a two (2) meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

17. Strength Training Anchoring Requirements. Purchaser acknowledges that JHTNA has informed Purchaser of JHTNA's requirement that the specific strength equipment, including Connexus strength units, XULT Rigs and other strength equipment where applicable (the "Anchored Strength Equipment") be anchored to the floor, the wall, or both the floor and the wall of Purchaser's facility in order to prevent any tipping, rocking or shifting of the Anchored Strength Equipment during the use or reasonably foreseeable misuse of the Anchored Strength Equipment. Anchoring to both floor and wall is required for XULT Rigs products. Purchaser also acknowledges that the Anchored Strength Equipment was designed for the use of straps, belts, chains, ropes and/or other devices for pulling or pushing on the Anchored Strength Equipment, and the use of those devices will compromise the stability of the Anchored Strength Equipment unless the Anchored Strength Equipment are properly anchored. Therefore, Purchaser acknowledges the need to anchor the Anchored Strength Equipment as described in the owner's manual for the Anchored Strength Equipment.

As a condition to Order fulfillment, Purchaser shall hire, at Purchaser's sole cost, a licensed contractor knowledgeable of Purchaser's facility and site conditions to anchor the Anchored Strength Equipment as described in the Anchored Strength Equipment owner's manual prior to use of the Anchored Strength Equipment.

Purchaser agrees to indemnify, defend and hold harmless JHTNA and its officers, directors, shareholders, employees, representatives and Insurers from any claims damages or losses of any type including claims for personal injury or death and property damage, arising out of or relating in any way to the following: (a) the work performed by the licensed contractor hired by Purchaser; (b) the failure to anchor the Anchored Strength Equipment or the Insufficient or Improper anchoring of the Anchored Strength Equipment; and (c) Purchaser's failure to comply with these Terms.

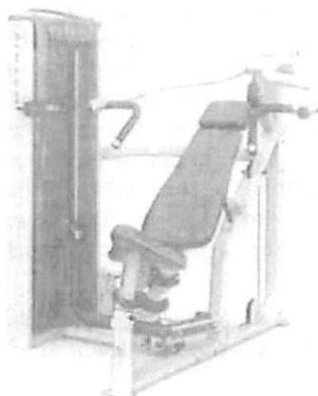
18. Purchaser's Property. Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

19. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims. Purchaser shall not assign this Agreement without JHTNA's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

20. Remedies Cumulative. Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

21. Confidentiality. Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

22. Entire Agreement. This Agreement, including JHTNA's Quote and Power Requirement for Matrix Equipment which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the remaining provisions.



Versa Multi Press

VS-6131

Our Versa Multi-Press station makes building and toning major upper-body muscles accessible, efficient and comfortable. It's specifically designed for easy entry and exit, and the dual-position grips provide excellent training variety. It includes clearly indicated adjustment points for easy use, a reclined position to maximize lumbar support and elevated footrests for superior stability and comfort during heavy lifts.

- Clearly indicated adjustments for ease of use
- Smoothly transition between exercises with one simple adjustment
- Reclined position offers greater lumbar support
- Elevated foot rests provide stability and comfort during heavy lifts
- Dual-position hand grips allow for greater training variety
- Designed for easy entry and exit

ADJUSTMENTS

COLOR CODED PIVOTS & POINTS OF ADJUSTMENT Yes

USER ADJUSTMENT RANGE 3 user start options

FRAME & CABLES

FRAME COLOR Iced Silver

FRAME FINISH Proprietary two-coat powder process

CABLE TRANSMISSION Internally lubricated cables & fittings

MACHINE ANCHORING Machine anchoring locations

TECH SPECS

PRODUCT WEIGHT (HEAVY STACK) 268 kg / 590 lbs.

OVERALL DIMENSIONS (L X W X H) 154.3 x 157.2 x 199.9 cm / 60.7" x 61.9" x 78.7"

PRODUCT WEIGHT (STANDARD STACK) 236 kg / 520 lbs.

USER AMENITIES

FOOT SUPPORT Foot support accommodates users of all sizes for additional lower body support

REP COUNTER Electronic counter displays reps, exercise time and rest time & provides towel holder hook

PLACARD COLOR CODING Yellow (upper body)

CONTOURED SEAT Yes

PERSONAL STORAGE Bottle holder, storage area and towel holder (towel holder on rep counter only)

FRONT PLACARDS Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

REAR PLACARDS Color-coded machine identification & machine specific stretching

WEIGHT STACK

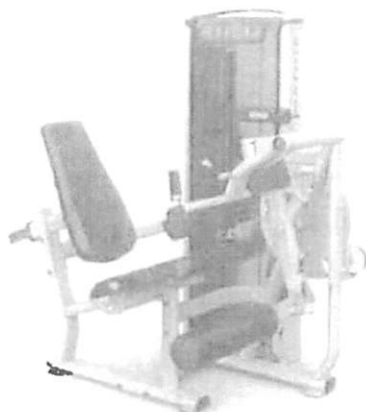
STANDARD STACK 72 kg / 160 lbs.

HEAVY STACK 104 kg / 230 lbs.

INCREMENTAL WEIGHT SYSTEM 5 lbs (2.3 kg)

WEIGHT STACK GUARDING Full front and rear shields

CONSISTENT STACK HEIGHT Yes



Versa Leg Extension / Leg Curl

VS-9711

Help your users tone and refine the muscles of their legs with the smart design of our Versa Leg Extension/ Leg Curl dual station. Clearly indicated, conveniently located adjustment points make use intuitive and provide users with a hard stop to help prevent injury. Dual-action CAM enables a smooth transition between exercises. Back pad ratchets forward for easy adjustment from the seated position. Angled pads and ideal pivot location promote full muscle contraction and alignment.

- Clearly indicated adjustments for ease of use
- Adjustments are easily performed in the seated position
- Dual-action CAM enables a smooth transition between exercises
- Back pad ratchets forward for easy adjustment from the seated position
- Angled pads and ideal pivot location promote full muscle contraction and alignment

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	12 user start options
FRAME & CABLES	
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
TECH SPECS	
PRODUCT WEIGHT (STANDARD STACK)	251 kg / 554 lbs.
PRODUCT WEIGHT (HEAVY STACK)	283 kg / 624 lbs.
OVERALL DIMENSIONS (L X W X H)	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"

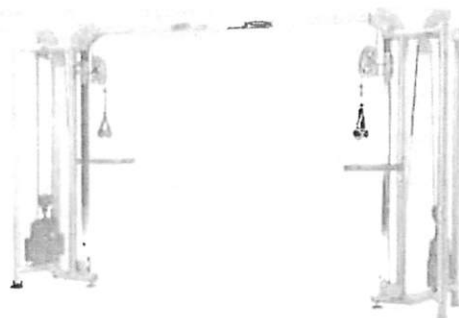
USER AMENITIES	
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PLACARD COLOR CODING	Blue (lower body)
CONTOURED SEAT	Yes
WEIGHT STACK	
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes

MATRIX

Magnum Adjustable Crossover

MG-424

- 1:2 ratio enables smooth resistance and extended travel
- Large support handles provide extra stability
- Available as a freestanding unit (MG-FS924)



FRAME & CABLES

FRAME FINISH Proprietary two-coat powder process

TECH SPECS

OVERALL DIMENSIONS (L X W X H) (FS) 108 x 394 x 235 cm / 42" x 155" x 92"

PRODUCT WEIGHT (FS) 392 kg / 864 lbs

PRODUCT WEIGHT 382 kg / 842 lbs

OVERALL DIMENSIONS (L X W X H) 108 x 384 x 235 cm / 42" x 151" x 92"

WEIGHT STACK

WEIGHT STACK (2) 105.2 kg / 232 lbs.

MATRIX



Magnum Low Row

MG-926

Available as a freestanding unit (MG-FS926)
Large foot platform for added stability

FRAME & CABLES

FRAME FINISH Proprietary two-coat powder process

TECH SPECS

PRODUCT WEIGHT (FS) 241 kg / 530 lbs.

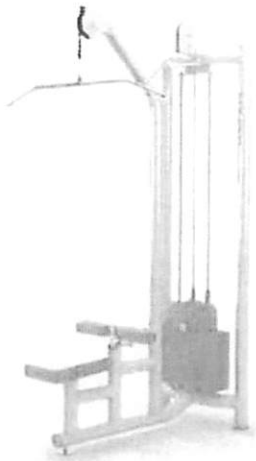
OVERALL DIMENSIONS (L X W X H) 219 x 72 x 234 cm / 86" x 28" x 92"

OVERALL DIMENSIONS (L X W X H) (FS) 227 x 72 x 234 cm / 89" x 28" x 92"

PRODUCT WEIGHT 240 kg / 529 lbs.

WEIGHT STACK

WEIGHT STACK 141.5 kg / 312 lbs.



Magnum Lat Pulldown

MO-921

Available as a freestanding unit (MG-FS921)
Thigh pads easily adjust to provide stability and comfort

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process
TECH SPECS	
PRODUCT WEIGHT	226 kg / 499 lbs.
OVERALL DIMENSIONS (L X W X H)	129 x 72 x 233 cm / 51" x 28" x 92"
PRODUCT WEIGHT (FS)	227 kg / 500 lbs.
OVERALL DIMENSIONS (L X W X H) (FS)	137 x 72 x 233 cm / 54" x 28" x 92"

WEIGHT STACK	
WEIGHT STACK	141.5 kg / 312 lbs.

MATRIX



Performance Lower Body Ascent Trainer

LED CONSOLE

ALB-PS-LED

Offer muscle-toning, low-impact intensity with a durable Ascent Trainer that focuses on the lower body. Patented suspension design, variable stride length and refined ergonomics keep workouts quiet, smooth and natural, even when incline is increased to target and tone different muscles. Includes water bottle and removable disk to streamline maintenance.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Asset Management and Workout Tracking Network App
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No

USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (Qi)	No
CSAFE READY	Yes
AUTO WAKE-UP	No

FRAME	
ASSEMBLED DIMENSIONS	178 x 74 x 181 cm / 70.1" x 29.1" x 71.3"
CONTACT & TELEMETRIC HR	Yes
ETHERNET CONNECTIVITY	Yes
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 30 RPM self-powered
MINIMUM WATTS	5 W powered or 35 W self-powered
PEDAL SPACING	6.4 cm / 2.5"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
RESISTANCE SYSTEM	Brushless generator
STEP-ON HEIGHT	24 cm / 9.5"
STRIDE LENGTH	51–61 cm / 20–24" adjustable
TOP-DOWN LEVELERS	Yes
WATT RANGE	5–650 W
RESISTANCE RANGE	5–775 W
ASSEMBLED WEIGHT	197 kg / 434.3 lbs.
SHIPPING WEIGHT	240.8 kg / 530.9 lbs.
RESISTANCE LEVELS	30

MATRIX



Magnum Preacher Curl

MG-A62

- Angled, ratcheting seat for proper body positioning
- Durable extruded guards for frame and bar protection

FRAME

FRAME FINISH

Proprietary two-coat powder process

TECH SPECS

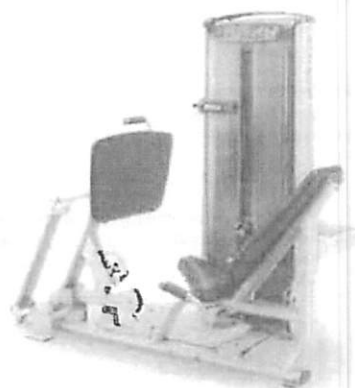
OVERALL DIMENSIONS (L X W X H)

119 x 76 x 99 cm / 47" x 30" x 39"

SHIPPING WEIGHT

57 kg / 125 lbs.

MATRIX



Versa Leg Press / Calf Press

VS-870

The versatile design of our Versa Leg Press / Calf Press station makes building and toning major leg muscles more efficient and comfortable than ever. A low stop-over height and an assistance handle offer easy access for virtually anyone. One-handed adjustments make getting started quick, while an air-shock assisted foot platform makes every adjustment smooth. Additionally, the footplate includes unique visual indicators to help optimize foot placement.

- One-handed start adjustment for ease of use
- Air shock assisted foot platform provides smoother adjustments
- Assistance handle and low stop over height for easy access
- Footplate identifies user foot position with unique visual indicators
- Incremental weight

ADJUSTMENTS

COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
RANGE OF MOTION ADJUSTMENT	Gas Assisted Foot Platform Adjustment

FRAME & CABLES

FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS

PRODUCT WEIGHT	361 kg / 795 lbs.
OVERALL DIMENSIONS	232.4 x 102.4 x 167.1 cm / 91.5" x 40.3" x 65.8"
REP COUNTER MACHINE USAGE TRACKING	Service mode tracks total machine reps and hours of use
REP COUNTER BATTERY LIFE	Approximately 3 years
REP COUNTER POWER SUPPLY	2 AA batteries

USER AMENITIES

PERSONAL STORAGE	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
PLACARD COLOR CODING	Blue (lower body)
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK

WEIGHT STACK GUARDING	Full front and rear shields
WEIGHT PLATE INCREMENTS	25 lbs (11 kg)
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes
TOTAL STACK WEIGHT	415 lbs (188 kg)

MATRIX



Performance Recumbent Cycle

LED CONSOLE

RPS-LED

Our ultra-durable, ergonomically refined Performance Recumbent Cycle distributes weight and maximizes support for low-impact cardio. Designed for easy placement and accessibility for members of all kinds, the adjustable, ergonomically sculpted seat and back pad enhance comfort while a smart design minimizes service so it's always ready to ride.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE

DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Asset Management and Workout Tracking Network App
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (Qi)	No

CSAFE READY

Yes

AUTO WAKE-UP

No

FRAME

ASSEMBLED DIMENSIONS	150 x 65 x 143 cm / 59.1" x 25.6" x 56.3"
CONTACT & TELEMETRIC HR	Yes
CRANK DESIGN	Three piece with forged arms and integrated puller
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Seat side; front ergo bend
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 25 RPM self-powered
MINIMUM WATTS	4 W powered or 10 W self-powered
PEDAL SPACING	17.5 cm / 6.9"
POWER REQUIREMENTS	Self-powered or 100-240 V — 50/60 Hz AC
REAR-LIFT HANDLE	Yes
RESISTANCE SYSTEM	Brushless generator
SEAT ADJUSTMENT	Single-hand lever
SEAT MATERIAL	Custom one-piece, molded seat back and bottom
TOP-DOWN LEVELERS	Yes
RESISTANCE RANGE	1-500 W
ASSEMBLED WEIGHT	94.4 kg / 208.1 lbs.
SHIPPING WEIGHT	106.5 kg / 234.8 lbs.
RESISTANCE LEVELS	30



THANK YOU

MATRIX

Johnson Health Tech North America 10001 Landmark Drive Cottage Grove, WI 53007

ROGUE®

545 E. 5TH AVE.
COLUMBUS, OH 43201

(614) 358-6190
TEAM@ROGUEFITNESS.COM

OFFICIAL QUOTE

Bill To:
ANTONIO MARCIANTE
SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE FL 33154

Ship To:
ANTONIO MARCIANTE
SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE FL 33154

Total Equipment Cost	\$6,370.95
Shipping (Freight - RL)	\$331.00
Grand Total	\$6,701.95

Quote #: 138419

Weight	Brand	Item Description	SKU	QTY	Price	Total	Details
1.08 lbs	Rogue	Rogue US Made Spring Collars - Pair	MW0030	2	\$17.10	\$34.20	
49 lbs	Rogue	1.2 Matt Chan Bar (Stainless Black Shaft / Black Sleeve)	RA0545-SS-EBLACK-IL	1	\$409.50	\$409.50	
149.74 lbs	Rogue	Rogue Adjustable Bench 3.1 (MG Bright Blue - Txt) - FP Pad	RF0959-7691C-MG-TXT-FP	2	\$595.00	\$1,190.00	
49.15 lbs	Rogue	SAML-24 Monster Lite Spotter Arms	RA0402	1	\$185.25	\$185.25	
6.25 lbs	Rogue	Rogue ML/Infinity Rope Attachment Anchor	RA1054	1	\$33.25	\$33.25	
372.91 lbs	Rogue	Monster Lite Half Rack - 24" Depth	RF0914-24-BLACK-MG	1	\$1,365.75	\$1,365.75	Includes: [RA2819] ML 2" Sandwich J-Cup Pair
213.2 lbs	PowerBlock, Inc.	Pro 90 Commercial Set	PB-IB-CLUB-90	2	\$1,539.00	\$3,078.00	
3.98 lbs	Rogue	Rogue Tube Band w/ Handles Complete Package - 6 Band Set	SH0016	1	\$75.00	\$75.00	

* Shipping quotes are only valid for 24 hours

* All previous versions of this form are obsolete

* Please ensure the items and quantities on this quote are correct prior to placing your order

* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.

* 100% Due Upon Order unless otherwise Agreed Upon

* All POs are processed with Net 30 terms starting the date the order ships. POs over \$25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms ** starting the date the order ships.* If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.

* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

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