

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR:



OMNIA[®]
PARTNERS

PROPOSAL DUE DATE: APRIL 4TH 2024

RFP #24-S840

CONFIDENTIAL

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VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

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 conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. 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 response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response 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

Johnson Health Tech North America, Inc. D/B/A Matrix Fitness
Company Name

1600 Landmark Dr
Address

Cottage Grove WI 53527
City State Zip

866- 693- 4863 (608) 623-2932
Telephone Number Fax Number

Info@matrixfitness.com
Email Address

MARK ZABEL Global Chief Marketing Officer - President
Printed Name Position

[Handwritten Signature]
Authorized Signature

PRICING

All Matrix Fitness pricing has been provided in the required separate document format of xlsx.

AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- **Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.**

Matrix Fitness's final pricing documents have been included with the submission of this proposal.

- **Describe and list any installation charges.**

All freight and installation costs will be added in customer quotes and are determined by the logistics of the installation, the size of the order, the distance traveled, and accessibility to the desired placement location. Please note that Matrix Fitness OMNIA pricing provided in (exhibit A) does not encompass freight and installation fees, as these costs are subject to adjustment to accommodate the customer's specific requirements.

- **The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.**

Matrix Fitness confirms that the discount proposed shall remain the same throughout the term of the contract and at all renewal options. Our pricing did not change throughout the entirety of 2019-2023 contract, we will endeavor to keep the pricing stability the same, but prices might need to change after the first 12 months. Matrix will work closely with OMNIA throughout the entirety of the contract to communicate any details based around pricing.

- **Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but, cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.**

Matrix Fitness is committed to adhering to the pricing outlined in the contract terms without exceeding it. However, we are open to offering lower pricing for bulk purchases and OMNIA specials. Additionally, we are willing to participate in OMNIA marketing campaigns to promote new products and offer special pricing to OMNIA Partners. The OMNIA price will be calculated at 20% over our lowest dealer cost, a margin that incentivizes dealers to promote the contract effectively.



AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost or pricing based on time and materials for categories or products that would typically use those pricing structures. If time and materials is necessary, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

In cases of emergencies or disasters where federal funding is utilized, Matrix will offer our lowest dealer price to the affected facility. We are committed to collaborating with OMNIA and the customer to identify the most suitable pricing options tailored to their specific requirements.



AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- Describe if distributors/dealers/resellers/partners will be used to fulfill the contract. Submit a list of those entities authorized to sell under their contract. How often does the supplier propose to update distributors/dealers/resellers/partners? Purchase orders and payments can only be made to awarded supplier or approved distributors/dealers/resellers/partners and pricing must be less than or equal to the pricing offered by the awarded contract holder.

Matrix partners with 38 dealers and authorized resellers across the United States to efficiently serve all our customers based on their location. Johnson maintains a primary, secondary, and territory presence in all fifty states. While our dealer network is updated bi-annually, many of these partnerships have endured for several years. All service operations are centralized out of the Cottage Grove offices, utilizing a network of direct and authorized service dealers to deliver warranty, preventative maintenance, and out-of-warranty service. Matrix is committed to working closely with each customer to provide tailored solutions that meet their individual needs.

Below, we have compiled a comprehensive list of all distributors, dealers and authorized resellers within Matrix Fitness’s network.

DEALERS AND AUTHORIZED PARTNERS			
Better Body Fitness of Montana Inc	Fitness For Everyone	PR Fitness Equipment Inc.	Flagship
BGI Fitness North	Fitness Showcase, LLC	Ready Fitness	Medline
Boise Fitness Equipment	Forte Fitness	Risher Fitness Equipment, Inc.	Direct Supply
Commercial Fitness Products- FL	Geaux Above, LLC.	Summit Commercial Fitness Inc.	NDC
Design2BFit	Georges Gym Equipment	The Fitness Connection	Performance Health
Design2Wellness, LLC	JFW- Central	Webster's Fitness Products Inc	Physio Tech
Developer's Fitness, LLC	JFW- East	Total Strength and Speed (HS in NC/SC)	Scip Companies
Fit Supply, LLC	JFW- West	Mid-Atlantic Fitness (West Virginia)	Tru Medical
FitLogistix	Opti-Fit	Advanced Rehab	
Fitness Brokers	Performance Fitness Equipment	Arrowhead Medical	

As Matrix’s sales representatives, dealers, and distributors may change over the duration of the master agreement, we are committed to providing an updated, comprehensive list of all Matrix Fitness authorized dealers, resellers, and sales representatives on an annual basis to the main contact partner at OMNIA Partners. For any further inquiries or questions, please feel free to contact us at info@matrixfitness.com.

AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- **Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.**

Due to the unpredictable changes of freight costs, Matrix has chosen not to include freight this in the contract pricing. The logistics of the installation will determine the cost. The size of the order, distance traveled and access to the desired placement will all be factors.

- **Describe any return and restocking fees.**

Matrix Fitness has provided their full detailed return policy that can also be found in the full Matrix Warranty Coverage.

Detailed Information As To Proposed Return Policy

Product falls under the return policy for the following reasons:

- The product is defective or nonconforming
- The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer need
- Returns are approved with CTS, VP Sales and VP of Operations approval.
- Every effort is made to have the return complete in a timely matter pending product available. OMNIA will receive priority status on product return.

Product may be returned if the customer has ordered too many products or changes their mind. In this scenario, JHTNA will charge a restocking fee to cover the costs incurred in the return to our warehouse.

For our full detailed standard warranty document please review [HERE](#).

- **Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.**

Matrix Fitness will work with OMNIA Partner on running promotional specials on new or existing products and give deeper discounts for larger quantity purchases. Matrix will work hand-in-hand with larger customers on special rebates that can be offered on large-quantity purchases. All pricing will never exceed the OMNIA Partners contract pricing.



AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- **Describe any Leasing/Financing programs.**

Matrix has partnered with the top financial vendors across the country to provide leasing/financing options that are custom built to fit the needs of each institution. Below are some highlights of potential options:

Capital lease, Residual lease, and loan structures are available.

- Municipal lease structures available.
- Terms from 12–60 months.
- Monthly or yearly payments.
- Deferral and step payments.
- Buyouts: From \$1.00 – set residual or FMV
- Trade in/refresh programs available at end of term

The experienced Leasing/Finance team at Matrix will work with each institution to provide the best options available for the customer.

- **Describe how customers verify they are receiving the correct contract pricing.**

All Matrix direct sales representatives and certified dealer partners will receive comprehensive training on the accurate contract pricing information and procedures. OMNIA Partners will ensure that the pricing document is readily accessible to all internal employees and regional directors for review. Historically, this information has also been available on the OMNIA Partners website for public access.

Furthermore, all orders originating from the OMNIA Partners contract will be diligently tracked and reported back to our designated OMNIA Partners account manager on a monthly basis.

- **Describe supplier’s invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.**

Invoices are sent to customers via email with a payment term of Net 30 days. Acceptable methods of payment include check, ACH, or wire transfer. To ensure accurate application of customer payments, it is essential that the customer includes one or all of the following details on the payment advice: Customer number, sales order number, quote number, and/or invoice number.



AVAILABILITY OF PRODUCTS AND PRICING [40 POINTS]

- **Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.**

Matrix Fitness's pricing in the contract will be held for 12 months after the contract award date. Matrix does not plan to change pricing, but in the instance that it is necessary, we will submit a manufacture notification of pricing to the Region 14 ESC for consideration. The overall pricing formula for each category will remain the same in the overall contract.

- **Describe how future product introductions will be priced and align with the contracting pricing proposed.**

The pricing of new product offerings will adhere to the existing pricing formula per category. Marc Loomer, the primary contact person for the contract, will communicate all new products to OMNIA Partners. These new products will be priced accordingly and integrated into the overall pricing structure, then resubmitted for approval by OMNIA Partners.

- **Provide any additional information relevant to this section.**

Matrix Fitness has been a part of NCPA pricing since 2019, with no pricing increases in the NCPA contract over the last 5 years. We anticipate similar stability with the OMNIA Partners contract.

Matrix is committed to collaborating closely with OMNIA Partners by assigning a dedicated purchasing contract account manager and marketing personnel, as we have done in the past. This team will ensure that all contract requirements are met and will work alongside the dedicated sales representative to address any inquiries and promote the contract, providing on-brand materials for both OMNIA and Matrix to utilize.

Regular bi-weekly or quarterly meetings will be scheduled to ensure that OMNIA Partner's contract fees and reporting are consistently communicated to OMNIA Partners.



ABILITY TO PERFORM (30 POINTS)

- **Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

EXPERIENCE:

Matrix Fitness has demonstrated significant growth and experience in the industry, exemplified by our continuous expansion and success. With a history spanning over 20 years, we have established ourselves as a trusted provider of commercial fitness equipment. Notably, our involvement with NCPA/OMNIA Partners dates back to 2019, showcasing our long-standing commitment to cooperative contracts.

Additionally, we have successfully managed contracts with many prominent entities such as Avendra, Marriott, IHG, Planet Fitness, LA Fitness, Anytime Fitness and Crunch Fitness, further underlining our expertise in collaborative agreements. For more information on our partnerships, please refer to the additional information question at the end of this section for a detailed list of our partnerships.

NATIONAL PRESENCE:

Matrix Fitness has established a formidable national presence, backed by an extensive network. This network includes over 56 direct sales representatives, 38 dealer and distribution partners, and a growing Independent Service Provider (ISP) network exceeding 300 providers across all 50 states. Additionally, Matrix operates four ports of entry and four main distribution centers, totaling 865,000 square feet of warehouse space. This expansive infrastructure ensures comprehensive coverage and support for our customers nationwide. With strategically located sales and service centers, Matrix Fitness is well-equipped to meet the diverse needs of customers in various regions.

EDUCATING THE NATIONAL SALES FORCE:

To ensure that our national sales force is well-informed about the contract with OMNIA Partners, Matrix Fitness will conduct comprehensive training sessions and onboarding programs. Marc Loomer, with his experience in facilitating communication structures within our business, will lead efforts to educate our sales representatives and dealers. Additionally, we will arrange individual calls between OMNIA Regional Managers and corresponding Matrix representatives to address any queries and ensure clarity regarding the contract terms and benefits. This proactive approach will empower our sales team to effectively leverage the contract to serve our customers.

DISTRIBUTION NATIONWIDE:

Matrix Fitness has established a streamlined order fulfillment process to ensure efficient distribution nationwide. Upon receiving orders, they are entered into our CRM and ERP systems, followed by allocation and production processes. Our warehouses strategically located across the US enable prompt fulfillment based on geographic proximity to customer sites. Installation services are coordinated meticulously, taking into account site-specific requirements to ensure seamless installations. Our average delivery time is approximately 10 days, reflecting our commitment to timely service.



ABILITY TO PERFORM (30 POINTS)

Additionally, Matrix is proud to be a participant in the SmartWay transportation program. The program gives us all the tools necessary to reduce carbon emissions by measuring, benchmarking, and improving the transportation efficiency of our equipment.

MARKETING:

Matrix Fitness employs a comprehensive marketing strategy to promote our products and services nationwide. This includes targeted digital marketing campaigns, participation in industry events, collaboration with key partners, and leveraging our online platforms and resources. We continuously explore innovative marketing elements and services to enhance our brand visibility and reach.

VOLUME TRACKING AND REPORTING:

Using SAP as our ERP system, Matrix Fitness tracks and reports sales volume under the contract through specific customer groups. This enables us to generate detailed reports for accurate tracking and reporting to OMNIA Partners. Our commitment to transparent reporting ensures accountability and compliance with contract requirements, facilitating effective collaboration and communication between Matrix Fitness and OMNIA Partners.

- **The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.**

Matrix Fitness has read and reviewed Appendix B, Exhibit B, and OMNIA Partners Administration Agreement. Upon acceptance of the bid Exhibit B – OMNIA Partners Administration Agreement will be executed on behalf of Johnson Health Tech North America, Inc., DBA Matrix Fitness.

- **Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Matrix Fitness has read and reviewed Appendix B, Exhibits F- Federal Funds Certifications and G- New Jersey Business Compliance and supporting documents. Executed documents have been attached in the final RFP PDF.

- **Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).**

The Matrix Fitness website (matrixfitness.com) serves as a comprehensive resource for visitors, offering detailed insights into our diverse range of product offerings. Recognizing that e-commerce practices are not standard in the commercial fitness equipment industry, we prioritize personalized engagement by connecting customers with the appropriate sales representative for their area or market. Through consultative discussions, we aim to understand our customers' unique needs and provide tailored solutions to help them achieve their fitness objectives effectively.



ABILITY TO PERFORM (30 POINTS)

Our commitment to a consultative approach underscores our dedication to customer satisfaction. By facilitating open communication and understanding, we ensure that each customer receives personalized attention and guidance throughout their journey with us.

Upon placing an order, customers benefit from the dedicated support of their assigned sales representative, who collaborates closely with our logistics and installation team. Together, they coordinate all aspects of the order process, including tracking and shipping estimates. Each sales representative provides the customer with tracking information, enabling them to stay informed about the status and delivery timeline of their order. This streamlined approach enhances transparency and ensures a seamless experience for our valued customers.

- **What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.**

For installation of product, average days to deliver is 10 days, depending on location and other delivery restrictions (date black outs, off hour delivery requests, site readiness, etc.). Due to size and weight, our products must be shipped by truck(s). A certified installation partner is selected that is best suited for the install and customer location. The order is then picked up from the warehouse by the certified installer or carrier and sent to the nearest distribution center to be pre built. The customer can expect an order within 10 business days of the initial shipment. All Matrix equipment is pre built and tested at a local distribution center prior to install. The customer is notified 48 hours in advance of the delivery and installation of their products. Matrix Fitness prepares and completes a full customer site readiness check list before setting shipping dates to ensure that shipping dates do not change throughout the process. Over the last 5 years of our partnership, Matrix has never had any delay or not been able to meet the 10 day delivery window.

- **Describe how supplier responds to emergency orders.**

Matrix has multiple regional distribution centers located throughout the United States where we inventory our products. This allows us to be more responsive to any customer requests. We would do everything we can to accommodate the customers' needs by converting current inventory to the customers' requirements.

- **What is supplier's average Fill Rate?**

From the order processing to shipment to delivery and installation, our dedicated team will work with the customer to get their fitness facility up and running on their schedule. To help our teams understand the uniqueness of each facility, we will require some pertinent information from the customer to facilitate a smooth delivery and installation. We aim to deliver the products on the customer's scheduled delivery date, which is determined by factors such as the site readiness checklist, the availability of the customer's allocated time, and the inventory and lead times of the products. Matrix Fitness has a shipping timeframe of about 10 days from the placed order date. Matrix Fitness has an average fill rate of 95%.



ABILITY TO PERFORM [30 POINTS]

- **Describe supplier's return and restocking policy.**

As stated in the Availability of Products and Pricing section of this RFP, Matrix Fitness has provided their full detailed return policy that can also be found in the full Matrix Warranty Coverage.

Detailed Information As To Proposed Return Policy

Product falls under the return policy for the following reasons:

- The product is defective or nonconforming
- The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer need
- Returns are approved with CTS, VP Sales and VP of Operations approval.
- Every effort is made to have the return complete in a timely matter pending product available. OMNIA will receive priority status on product return.

Product may be returned if the customer has ordered too many products or changes their mind. In this scenario, JHTNA will charge a restocking fee to cover the costs incurred in the return to our warehouse.

For our full detailed standard warranty document please review [HERE](#).

- **Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; 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; and detailed information as to proposed return policy on all equipment.**

Matrix prides itself on delivering an exceptional customer experience after the sale, beginning with offering an outstanding warranty. Our commitment continues as we aim to repair equipment within 72 hours or three business days at least 90% of the time from the moment our team receives the necessary information to start a case. To further support our customers, we maintain an inventory of over 59,000 unique spare part SKUs, valued at more than \$10 million, at our Cottage Grove, WI warehouse, ensuring an in-stock rate exceeding 98%. Moreover, spare parts ordered by 3 p.m. CST ship the same day 95% of the time or greater. Additionally, in instances where customers have ordered too many products or have a change of heart, products may be returned; however, JHTNA will charge a restocking fee to cover the costs incurred in returning the product to our warehouse.



ABILITY TO PERFORM (30 POINTS)

- **Describe any extended warranty programs or service maintenance programs.**

With Matrix's comprehensive 5-year parts and 3-year labor warranty, repair expenses are limited to standard wear parts not covered by the warranty (such as grips and straps) and labor expenses for years four and five. Additionally, we offer complimentary technical training for in-house staff to handle out-of-warranty repairs. Alternatively, certified Matrix technicians can be dispatched for standard labor fees once the labor warranty has expired. It's essential to note that any additional warranty beyond our coverage is provided by a third-party and not the manufacturer. Matrix has established relationships with various third-party vendors, such as Safeware, and including another Johnson Brand, Johnson Fitness and Wellness, to assist our clients with extended warranty needs.

Moreover, wear parts usage is significantly influenced by ongoing product cleaning, preventative maintenance, and proper care. For additional coverage and peace of mind, Johnson's Fitness Protection Plans fill the gaps left by the manufacturers' warranties. These plans provide protection for 3 to 5 years, come with no deductibles, are backed by A-rated insurers, and are supported by a nationwide network of certified repair organizations. Coverage and peace of mind begin on the date of product delivery!

- **The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.**

Our commitment to exceptional service support is evident in the multiple avenues we offer for customers to reach our service team, including a toll-free phone line, email support, online portals, or our proprietary Matrix Service Direct app. We prioritize timely response, aiming to answer phone calls within 5 minutes more than 90% of the time and address email and portal requests within one business day. Our contact center operates Monday through Friday from 8 a.m. to 5 p.m. CST, The contact center is staffed by agents trained in advanced troubleshooting techniques. Upon receiving a product serial number and detailed problem description, supplemented with applicable pictures, our agents swiftly identify the likely root cause, order necessary parts for equipment repair, and dispatch a nearby technician to complete the service. Customers also benefit from access to our technical troubleshooting documentation and product diagrams 24/7 through our proprietary Online Remedy knowledge base.

Additionally, we offer a technical training program for customers interested in performing their own repairs, with reimbursement available for warranty-covered repairs. Both online overview and in-person full certification programs are available to accommodate diverse learning preferences.



ABILITY TO PERFORM (30 POINTS)

- **Describe supplier's contract implementation/customer transition plan.**

The OMNIA advantage will be consistently emphasized to all sales personnel, focusing on the communication channels, resources, leads, and the "We Share" policy offered by OMNIA. We strongly believe that the "We Share" policy will play a significant role in facilitating smooth customer transitions.

- **Describe the financial condition of supplier.**

Matrix Fitness maintains a strong financial standing, having never experienced bankruptcy or come close to encountering any financial instability since its inception.

- **Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

The Matrix Fitness website showcases the features and specifications of our standard product offering. However, it's important to note that we also provide several customizable products tailored to meet the unique needs of our customers. Given the consultative nature of our business model, where orders and transactions require personalized attention, we do not currently offer an e-commerce facility for purchasing Matrix finished goods directly online.

For further information and to explore our range of commercial equipment, please visit the Matrix Fitness Commercial Equipment Site at <https://www.matrixfitness.com/us/eng>.

- **Describe the supplier's safety record.**

Ensuring the safety of our customers is a top priority at Matrix Fitness. We adhere to stringent safety standards and regulations set forth by the fitness equipment industry, surpassing minimum requirements to provide maximum protection and peace of mind. Each product in our lineup undergoes rigorous testing and evaluation to guarantee that it not only meets but often exceeds regulatory mandates. Our commitment to safety extends beyond mere compliance; it's ingrained in every aspect of our product development process. From design and manufacturing to testing and distribution, safety considerations are paramount. We invest in cutting-edge technologies and employ industry-leading experts to continuously innovate and improve safety features across our product range. By prioritizing safety at every stage, we aim to deliver equipment that not only enhances fitness experiences but also ensures the well-being of our valued customers.



ABILITY TO PERFORM (30 POINTS)

- **Describe technology used to support the contract.**

In the past, Matrix Fitness has worked closely with both NCPA and OMNIA Partners. We pride ourselves on maintaining a personalized approach with our customers, empowering our sales representatives to establish consistent and active communication with each client. Additionally, we provide technology solutions to enhance the customer experience, including our Matrix Service Direct app. This intuitive app offers a guided experience that streamlines the service request process, making it faster and more efficient than ever before. Key features include:

- Auto-population of service requests via voice command
- Serial number scanning with your smartphone or manual entry
- Ability to upload photos or videos detailing the service request
- Access to product repair history
- Live tracking of repair status, dispatched technicians, and part shipments

With these features, our Matrix Service Direct app ensures seamless communication and efficient resolution of service requests for our valued customers.

In addition to our Matrix Service Direct app, we also offer our Online Remedy System. Once a customer is provided with a user ID and password, they gain access to troubleshooting diagrams, exploded view diagrams, service manuals, and service bulletins. Furthermore, parts can be conveniently ordered through the Online Remedy System, with the customer's parts pricing discount percentage immediately applied. This comprehensive system ensures that customers have access to all the necessary resources and tools for troubleshooting and ordering parts efficiently.



ABILITY TO PERFORM (30 POINTS)

- Provide any additional information relevant to this section.

TOTAL SOLUTIONS PROMISE

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 prompt service response window, available service parts, and our commitment to fix it right the first time.

We ensure high-quality customer service in the following ways:

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. This training consists of a combined curriculum that is delivered through JHT Education Learning Management System and hands-on in-person training. Technicians must also complete 16 hours of training every three 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.

OUR DIGITAL SOLUTIONS

Matrix offers a range of digital solutions tailored to revolutionize your unique experiences. Our Asset Management System ensures seamless equipment operation, minimizing disruptions and maximizing client care time. This system provides a comprehensive view of equipment status and usage patterns, streamlining service processes with automatic notifications and enabling efficient facility management across multiple locations. Choose our Community 360 app to fosters a vibrant virtual fitness community, enhancing client engagement and loyalty through daily workouts, challenges, and personalized incentives. To take client engagement to the next level, Engage 360 empowers staff to connect with clients wherever they are, offering access to a vast training library, personalized workout assignments, and progress tracking options. By leveraging these innovative digital solutions, professionals can focus on guiding clients on their journey towards wellness while fostering lasting connections and loyalty.



ABILITY TO PERFORM (30 POINTS)

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.

OUR INTEGRATIONS & PARTNERSHIPS

Matrix is dedicated to supporting rehab professionals in realizing their unique vision of client care by offering best-in-class technology integration with third-party organizations. Our mission is to ensure that your existing solutions seamlessly integrate with our equipment, providing a cohesive experience for both staff and clients. As the rehabilitation landscape evolves and new technologies emerge, our integration capabilities will continue to expand, ensuring that your practice remains at the forefront of innovation.

EMPOWERING CONNECTIVITY

With Matrix, you not only gain access to cutting-edge equipment but also benefit from our customized solutions paired with our digital offerings. This powerful synergy enables us to provide tailored solutions that address your practice's unique challenges. Choose Matrix, and let's collaborate to create an exceptional experience that elevates your practice to new heights.

Get help from our complete library of customer support resources, or contact us for assistance any time of day. Our Customer Technical Support team is available to assist you with comprehensive support aimed at helping your business run smoothly.



ABILITY TO PERFORM (30 POINTS)

CUSTOMER SERVICE

Our Customer Technical Support team is available to assist you with comprehensive support aimed at helping your business run smoothly. Utilize the following ways to submit a service request:

WAYS TO SUBMIT A SERVICE REQUEST

1. Use our online Mobile- Friendly Matrix Customer Portal to submit and track service requests.
2. Text the issue to our support team at 608-208-6926, 8:00 am–5:00 pm, Monday–Friday CST.
3. Email the issue to the relevant address, including as much information as possible and the serial numbers of the affected units.
4. Use the Facility 360 request service feature to submit a service request on your connected and non-connected equipment.
5. Call our tech support team at 866-693-4863 between the hours of 8:00-5:00 pm CST Monday – Friday and follow the prompts and instructions for commercial support.



PARTNERSHIP

CHOSEN BY THE BEST

Matrix is proud to have our equipment prominently featured in some of the finest fitness centers around the world.

HEALTH CLUBS



LIFESTYLE BRANDS



PRO & COLLEGE ATHLETICS



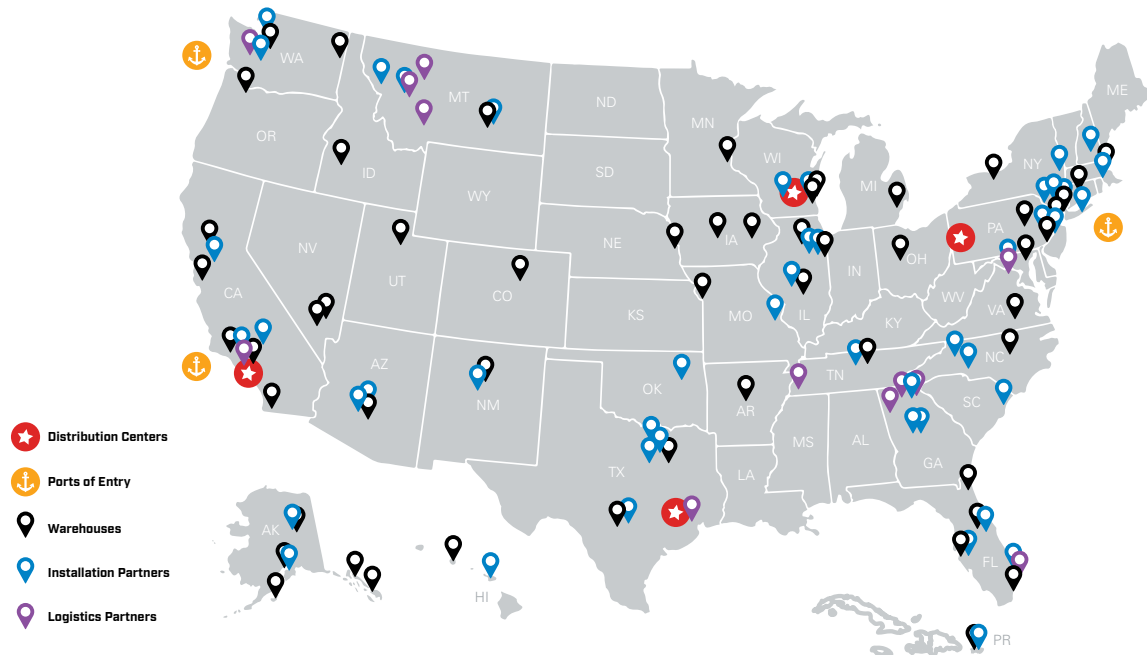
MATRIX DISTRIBUTION & LOGISTICS

Matrix aims to be a Total Solutions Partner who is there every step of the way. We have invested heavily in distribution and logistics resources to provide geographically close and immediate service to our customers.

4 Distribution Centers

4 Ports of Entry

865,000 sq ft of space



We continue to expand our commercial distribution network, offering localized sales, logistics and service support. Our local presence allows us to be more efficient and responsive to customer needs, remedying issues quickly, and mitigating risk.



Because of our numerous locations, we can deliver to anywhere in the United States within a **24-48** hour time frame.

Matrix Strategic Partners

- 56** Installation Partners (diversifying by region)
- 27** Logistic Partners
- 67** Warehouse Partners

Our partnerships allow us to move products quickly, creating a supportive and extensive distribution network. These partnerships offer greater flexibility, resulting in swift support.

95% Parts Fulfillment Goal

Matrix strives to support all parts orders with a goal of same day shipping when received by 5pm CST.

REFERENCES AND EXPERIENCE (20 POINTS)

- **Provide a brief history of the supplier, including year it was established and corporate office location.**

Matrix Fitness, a brand of Johnson Health Tech, was established in 2001 as a brand dedicated to the global commercial segment. Headquartered just outside Madison, Wisconsin, our North American office serves as the hub for our US business operations, global marketing, product design, and research and development. We take pride in our commitment to innovation and excellence, which has propelled us to become one of the leading fitness equipment brands worldwide.

In addition to our corporate office, JHTNA operates strategically positioned warehouses on the East Coast, Central region, and West Coast, ensuring prompt delivery of our products to customers across the nation. Furthermore, our advanced strength production facility, located near Milwaukee, WI, manufactures a range of equipment including racks, free weights, and plate-loaded machines.

At Matrix Fitness, we offer more than just superior equipment. Our robust product portfolio, coupled with connected technology, facility planning expertise, marketing support, industry-leading warranties, and unmatched customer service, ensures that our customers receive comprehensive solutions tailored to their needs. Together, we strive to refine, reimagine, and reinvent every aspect of their facility, setting new standards of excellence in the fitness industry.

- **Describe supplier's reputation in the marketplace.**

Matrix Fitness, a brand of Johnson Health Tech (JHT), stands as the industry's largest and fastest-growing manufacturer of commercial fitness equipment, trusted by fitness facilities worldwide.

In 2021, Matrix demonstrated remarkable growth, achieving a 41.4% increase. Over the past two decades, our commercial business in the US has maintained an impressive 31.8% Compound Annual Growth Rate (CAGR), while our global business has seen a 17.4% CAGR over the last eight years.

For the past 20 years, Matrix Fitness has been a staunch supporter of the Health and Fitness Association (IHRSA). Our sponsorship extends beyond mere trade show presence we have actively engaged by providing keynote speakers and educational resources, advocating for the importance of health and fitness. Moreover, Matrix takes pride in supporting national and local associations across various sectors, including health clubs, hospitality, multi-housing, education, and beyond.

Beyond our equipment offerings, Matrix is dedicated to providing valuable evidence-based content through our Matrix Research Hub, featuring articles, videos, and podcasts. Explore our research hub at <https://research.matrixlearningcenter.com>.

- **Describe supplier's reputation of products and services in the marketplace.**

Matrix Fitness stands out as a leading force in the global commercial fitness industry, representing the commercial arm of Johnson Health Tech. Renowned for our commitment to excellence, we offer a comprehensive portfolio encompassing cardiovascular, group training, and strength training equipment tailored for a diverse clientele including health clubs, luxury resorts, and universities.



REFERENCES AND EXPERIENCE (20 POINTS)

One of Matrix's core strengths lies in our dedication to ensuring the availability of parts for our equipment. With a reputation for reliability and durability, Matrix products are designed to withstand the rigors of heavy use in large gym environments. Recognizing the importance of minimizing downtime, we have implemented robust systems and processes to ensure the seamless availability of parts when needed.

Matrix maintains extensive inventories of spare parts, strategically positioned to facilitate swift distribution and fulfillment. Our streamlined logistics network and efficient inventory management practices enable us to promptly address maintenance and repair needs, empowering our customers to maintain operational continuity and maximize the lifespan of their equipment investments.

Moreover, Matrix prioritizes proactive maintenance and service initiatives, offering comprehensive support and resources to empower our customers in managing their equipment effectively. Through our commitment to providing top-tier products and exceptional after-sales service, Matrix continues to set the standard for reliability and customer satisfaction in the commercial fitness industry.

- **Describe the experience and qualifications of key employees.**

At Matrix Fitness, our leadership team boasts a collective tenure of 17.5 years, demonstrating our commitment to nurturing talent and fostering long-term relationships within our organization and our customers. Our leadership team comprises key individuals including, Global Chief Marketing Officer – President of Commercial, Executive VP of Sales, VP of Marketing, VP of Accounting & Finance, Vice President of Operations, and Senior Directors of IT, HR, and other vital departments. This tenure not only underscores our dedication to retaining top talent but also reflects the depth of expertise and experience that our key employees bring to the table. We take immense pride in our team's longevity and the value they contribute to our business's success.

Here is the tenure of our executive staff:

- **Mark Zabel:** Global Chief Marketing Officer – President of Commercial • 17 years
- **Kent Stevens:** Executive VP of Sales • 22 years
- **Patty Parrott:** VP of Customer Service & VP of Global Marketing • 18 years
- **Becky Quick:** Senior HR Director • 20 years
- **Robin Salzwedel:** Vice President of Operations • 17 years
- **Christie Draves:** Vice President of Accounting & Finance • 13 years
- **Chris Davis:** Vice President of R&D • 16 years
- **Eric Chow:** Senior Director of IT • 19 years
- **Andrew Kolman:** VP Global Product Development • 20 years

Average tenure: 17.75 years



REFERENCES AND EXPERIENCE (20 POINTS)

The OMNIA Partners and its customers are poised to reap the rewards of the vast expertise and steadfast commitment embodied by our esteemed leadership team. At the helm, we have a lineup of distinguished professionals who bring decades of experience and unwavering dedication to the table. Monte Kleinmeyer, our Vice President of Sales –Western Region, has been an indispensable part of Matrix for 20 years, accumulating over 35 years of invaluable experience in the fitness industry. Working alongside him is Kent Stevens, our Executive Vice President of Sales, who has dedicated 22 years of his career to Matrix. Adding to this formidable lineup is Marc Loomer, our National Sales Manager for Campus Recreation, who has held this pivotal role for 12 years. Notably, Marc Loomer has been the dedicated sales representative working closely with NCPA and OMNIA Partners throughout the last five years of our contract. Together, these individuals form a dynamic and proficient team deeply committed to providing unparalleled service and driving success for the OMNIA Account and its esteemed clientele.

- **Describe supplier’s experience working with the government sector.**

Matrix Fitness has proudly served all levels of the government sector- Federal, State, County, and local- for over 15 years. With a vast distribution and service network, we have emerged as a leading supplier to numerous government agencies. Our unwavering commitment to world-class service has solidified our position as the primary supplier to these esteemed customers. Moreover, our versatile technology solutions have enabled us to operate within some of the most secure facilities worldwide, including the headquarters of the FBI and CIA.

- **Describe any social diversity initiatives.**

Johnson Health Tech NA Inc. DBA Matrix Fitness organization has a Diversity, Equity, Inclusion and Belonging (DEIB) program. We are a company built by diversity and we believe that’s what makes us better. Our goal with this program is to embrace our diversity by ensuring that we have a workplace where everyone feels like they belong and where all voices are heard.

A core component of the DEIB program is our Employee Resources Groups (ERGs), which provide a platform for employees to connect, support one another, and promote inclusion in the workplace. Each of our five existing ERGs (Women’s, Pride, Multicultural, Disabilities/Mental Health Advocacy, and Veterans) is employee-led and has their own mission statement. Goals cover areas such as skill-building, leadership development, access to educational resources, networking, community involvement/fundraising, and advocating for policies that better support our diverse population.

As a business with over 30 global subsidiaries and over 7,100 employees around the world, Johnson Health Tech North America (JHTNA) is committed to diversity and inclusivity at every level of our organization. For example, we’re proud to be an Equal Opportunity/Affirmative Action employer, with a North American workforce is 28% female, 14.2% female minority, and 21% male minority, numbers that grow yearly as we strive to be more diverse.

In our ongoing commitment to fostering a more balanced and inclusive workplace, we are embarking on a new initiative over the next 12-18 months. Our primary focus during this period will be the establishment of a Diversity, Equity, and Inclusion



REFERENCES AND EXPERIENCE (20 POINTS)

committee, consisting of dedicated JHTNA employees.

Other JHTNA Initiatives and goals are driven by a broad goal tied to showing kindness and respect towards all, regardless of background. JHTNA also aims to coordinate social connections through diversity groups among employees.

- **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

There have been no bankruptcy filings or reorganizations. Regarding litigation, Johnson Health Tech NA Inc. sells many exercise products each year and there are sometimes ongoing suits filed by individuals. Additionally, our company owns intellectual property and competes against other companies that own intellectual property, we are often either prosecuting or defending suits.

- **Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

Listed below are just a few examples of the numerous Campus Recreation and University clients that Matrix Fitness has had the privilege of collaborating with over the past several years.

REFERENCE 1	
Entity Name	University of Wisconsin- Madison
Contact Name & Title	Erik Jaeke- Associate Director of Programs
Phone	(608) 262-9696
Email	erik.jaeke@wisc.edu
City & State	Madison, Wisconsin
Years Serviced	5 Years
Annual Volume	\$2.5 Million
Description Of Services	In 2021, the University of Wisconsin Madison allocated over \$1 million to Matrix Fitness for their newly constructed Nicholas Rec Center. Subsequently, in 2023, with the opening of another facility named Bakke, the university once again entrusted Matrix Fitness with over \$1.5 million for the procurement of strength and cardio equipment.

REFERENCES AND EXPERIENCE (20 POINTS)

REFERENCE 2	
Entity Name	Towson University
Contact Name & Title	Grady Sheffield – Director
Phone	(401) 704- 8905
Email	gsheffield@towson.edu
City & State	Towson, MD
Years Serviced	7 Years
Annual Volume	\$1 Millon
Description Of Services	Over the past 7 years, we’ve played a pivotal role in transforming Towson’s 22,000 sq. ft. fitness floor from an open concept into a state-of-the-art facility, exclusively furnished with Matrix strength and cardio equipment.

REFERENCE 3	
Entity Name	The Pennsylvania State University
Contact Name & Title	Jason White- Associate Director
Phone	(814) 867 – 0857
Email	jxw6025@psu.edu
City & State	State College, Pennsylvania
Years Serviced	7 Years
Annual Volume	\$786K
Description Of Services	Matrix Fitness has collaborated with Penn State over the past six years to design and equip their recreation center with a comprehensive array of strength and cardio units. Our dedicated layout team has played a key role in crafting a facility that meets their fitness needs and exceeds expectations.

REFERENCES AND EXPERIENCE (20 POINTS)

REFERENCE 4	
Entity Name	Florida Gulf Coast University
Contact Name & Title	Suzanne Reis- Director
Phone	(239) 590-7709
Email	sries@fgcu.edu
City & State	Fort Myers, Florida
Years Serviced	7 Years
Annual Volume	\$600K
Description Of Services	Matrix has fostered a five-year partnership, resulting in sales totaling \$600k in strength and cardio equipment. This sustained collaboration underscores our commitment to delivering quality fitness solutions and building enduring relationships with our valued clients.

REFERENCE 5	
Entity Name	LSU- Louisiana State University
Contact Name & Title	Laurie Braden- Director
Phone	(225) 578-8328
Email	lbraden@lsu.edu
City & State	Baton Rouge, Louisiana
Years Serviced	8 Years
Annual Volume	\$1 Millon
Description Of Services	Matrix Fitness takes pride in its enduring eight-year partnership with Louisiana State University (LSU), during which we've provided equipment valued at over \$1 million in strength and cardio solutions. This longstanding collaboration underscores our commitment to supporting LSU's fitness and wellness initiatives, enriching the campus experience for students, faculty, and staff alike.

REFERENCES AND EXPERIENCE (20 POINTS)

- **Provide any additional information relevant to this section.**

In the following pages, you'll discover further pertinent details showcasing Matrix Fitness's extensive references and expertise within the industry.

- Client Testimonials
- Client Interviews
- Added Campus Recreation and University Opportunities
- Campus Recreation Affiliates



CLIENT TESTIMONIAL

Towson University Testimonial

Grady Sheffield

Director

P: 410-704-2497

gsheffield@towson.edu

Responding to your NIRSA post about equipment. Having just opened an expansion (a little over a year ago) to our facility that includes over 22,000 sq. ft. of open fitness floor space, I wanted reach out directly to let you know why we made the decision to almost exclusively go with Matrix fitness for our cardio and strength needs. Our decision was based quality, service and relationship.

As someone who has come up through the ranks with a Kinesiology background and a start in fitness, I proudly labeled myself a "Life Fitness guy" and there was no way we weren't going to have anything but Life products in our facility once opened. That all changed as our team began the research and evaluation process of selecting equipment. We did everything one could do to make sure we were making the best-informed decision like hosting a demo day with major vendors, attending trade shows at AB and NIRSA, conducting surveys, etc., and I would have bet anything that LF was going to come out on top. I couldn't have been more wrong.

To say that we were pleasantly surprised and have been exceptionally satisfied is an understatement. Matrix Fitness has delivered quality products on the cardio side that are second to none. Their strength equipment is equal to if not better than the other players and they are exceeding the standards when it comes to biomechanics, design, functionality, and aesthetics in my opinion. The service through the purchasing process from communicating what they could do and would do after the purchase to the attention they have given our preventative maintenance and needs related to any issues/concerns (not that there have been many) has been outstanding. Most importantly, the relationship we have developed with the local reps and technicians, to the regional reps and the national sales team has been nothing short of exceptional. They have gone out of their way to make sure our needs are met no matter how great or small.

I honestly believe that Matrix is on its way to becoming the top fitness brand in collegiate recreation based on the factors I listed above. I also believe they are ahead of the game in the educational and programmatic aspect of how their products can improve the health and wellbeing of users in campus rec centers. Sure, there are other vendors who are just as competitive and may offer unique pieces of equipment that Matrix does not (we have two pieces of Queenax, some FreeMotion incline trainers, and a few others), but overall, Matrix is the most complete brand. I think you would be doing yourself and your participants a disservice if Matrix products are not on your short list.

I would be happy to speak with you more about our equipment and relationship with Matrix or have you and your team speak with members of our team. Feel free to reach out to me directly at any time, or if you happen in the Baltimore/DC area any time soon, stop by for a visit. We would love to show off our facility and speak with your directly. I'll even show you my favorite cardio workout – the Matrix Sprint 8 workout. It is one of a kind and exclusive to the Matrix brand.

Sincerely,

Grady Sheffield



INTERVIEWS

INTERVIEW - LOUISIANA STATE UNIVERSITY

Laurie Braden, the Executive Director of University Recreation at Louisiana State University, shares her experience working with Matrix Fitness

How did you discover Matrix Fitness and why did you decide to partner with them?

LB: With a variety of equipment options available, our philosophy is that multiple options work best for our campus community. Matrix worked with us to discuss and develop possible layouts and demonstrated true care and follow through for what was best for our LSU community. Matrix's respect and belief in our vision is what sold us on that relationship.

How has working with Matrix Fitness benefited your facility and students?

LB: Our members like a variety of equipment manufacturers. We have received great feedback on the Matrix strength and cardio pieces we selected. They are a first-rate company that delivers on time and stands by what they sell.

Have you been pleasantly surprised by working with Matrix Fitness in any way?

LB: I am pleased, but not surprised. Marc Loomer and Scott Reeves have been great every step of the way. Matrix has delivered on all aspects and we could not be more pleased with equipment, service and the relationships.

<https://campusrecremag.com/lsu-partners-matrix-fitness/>

INTERVIEW - UNIVERSITY OF SOUTH ALABAMA

How did you discover Matrix and why did you decide to partner with them?

BA: When we began searching for our second generation of cardio and fitness equipment, we took a broad approach, looking at most of the industry leaders in fitness. I thought it was important to not only have complete faith and trust in the equipment itself, but also who stood behind that equipment. It was this combination of industry leading designs and innovation with the equipment itself, but also the relationship with the regional reps. It was very clear to me that they were proud of the product they represented and the importance in building a one-on-one relationship between Matrix and the University of South Alabama.

What are the benefits of the partnership?

BA: Although there were several impressive companies that offered good products, I felt Matrix met our needs the best. The primary benefit to our partnership with Matrix is the feeling in both the words and the actions of the company to foster a two-way relationship that is built on mutual success. It was very clear to us that Matrix wanted to tie their reputation and product to our student and staff satisfaction in that product.



INTERVIEWS

What would you tell other recreation professionals about working with Matrix?

BA: Although there are many fine companies that deal in fitness equipment, I would recommend anyone who is in the market for new fitness equipment to reach out to the Matrix people. See if you feel the pride and vision that they have represented in both product and the one-on-one partnership they believe in.

<https://campusrecremag.com/matrix-builds-a-two-way-relationship-with-south-alabama/>

INTERVIEW: Chris Stachewicz, Director of Campus Recreation at the University of Tennessee at Martin (UTM)



ADDED CAMPUS RECREATION AND UNIVERSITY OPPORTUNITIES

Johnson Health Tech NA DBA Matrix Fitness is here to become a partner that works with the University to explore new opportunities. Below you can find a few of our companies' past research projects, past and current partnerships and internships, along with industry partners.

RESEARCH INITIATIVES

Johnson Health Teach NA takes pride in continuous improvement not only in our fitness equipment but also by helping students achieve their academic goals. Over the past few years Johnson Health Teach NA and Matrix Fitness have teamed up with Universities around the US to conduct research projects with their student body. You can find some examples of past projects we have participated in below.

UW-Madison Biomedical Engineering Design Course Sponsorship/Collaboration Adaptive Rowing Machine

Over the past few years Johnson Health Tech NA has been working on developing products that can be converted to have more accessibility/inclusivity; some examples that are in development are the upper body cycle, and the seated elliptical. Every semester R&D submits a project and sponsors a design team of students in the Biomedical Engineering Design course. With this accessibility initiative in mind, JHT (Johnson Health Tech) challenged the UW design team to convert our existing rower to allow for use by wheelchair users while still retaining its original functionality. Each semester the team has fine-tuned their design and incorporated more aspects to make it usable.

In May 2023, the UW- Madison Biomedical Engineering students won the UW BME Design Excellence Award for their design of the Adaptive Rower design.

To read more about this project check out the following article mentions below:

UW-Madison students design adaptive rowing machine for local company:

<https://badgerherald.com/news/2023/04/05/uw-engineering-students-row-towards-more-equitable-gym-equipment/>

UW students row toward more equitable gym equipment:

https://captimes.com/news/education/uw-madison-students-design-adaptive-rowing-machine-for-local-company/article_74bdb123-4b2a-5983-8f1f-f651aaff5cb0.html

INTERNSHIPS

Johnson Health Tech NA (JHTNA) DBA Matrix Fitness has offered many internships for college and university students throughout their time in business. Some examples of internships that we have offered in the past include internships in Marketing, Industrial Design, Human Resources, Safety, Web Engineer and Biomechanics Lab Internships.



CAMPUS REC AFFILIATES

We have established strong partnerships with campus recreation associations to form relationships with rec professionals all around the country and explore rec initiatives that can help us to support your mission.

INDUSTRY PARTNERSHIPS

Matrix Fitness's philanthropic support of the NIRSA Foundation fosters the future success of collegiate recreation through student scholarships and research. We are one of only three companies committed to this foundation. Matrix Fitness is a premier sponsor for the National Intramural-Recreational Sports Association (NIRSA). This includes sponsoring the NIRSA Annual Conference, the six NIRSA Regional conferences, and many state conferences. We sponsor the annual Ivy League, Big10 and Pac12 conferences. Our premier sponsorships for the Campus Rec Magazine Summit and The Higher Ed Summit substantially offset the rec directors' cost to attend these valuable functions.

For more information on NIRSA please check out the link below:

<https://nirsa.net/nirsa/foundation/>

NCPA (NATIONAL COOPERATIVE PURCHASING ALLIANCE)

This partnership solidifies a master agreement facilitating the procurement of athletic supplies and equipment, granting NCPA member agencies the flexibility to make purchases as needed from a competitively awarded contract, bypassing the need for a lengthy RFP process. NCPA plays a pivotal role in enhancing member efficiency and cost reduction efforts in procuring goods and services. Notably, this partnership is now under the umbrella of OMNIA Partners, for whom this RFP has been specifically crafted.

CAMPUS REC MAGAZINE

Matrix Fitness has a strong relationship with Campus Recreation Magazine as we are a premium partner and advertiser. We advertise on their platform through digital ads, editorial content for example customer interviews and more.

<https://campusrecremag.com/>

ATHLETIC BUSINESS

Matrix Fitness has been a longtime partner with Athletic Business for over 13 years. Matrix works with Athletic Business to increase and maintain our presence in the industry through magazine, online, and in-person at the Athletic Business Show. Over the years we have worked together to develop a series of articles related to Mental Health and exercise's impact on it.

<https://www.athleticbusiness.info/>



PROJECT COURAGE

Matrix Fitness launched Project COURAGE (Creating Opportunities for the Under Represented through Authenticity Generosity and Engagement) to support Historically Black Colleges and Universities (HBCUs) in the United States, with a focus on fostering opportunities for professionals and students in fitness-related fields. The initiative, started in July 2023, includes various components:

PROJECT COURAGE PANEL:

Comprising six HBCU health and well-being professionals, this panel provides ongoing guidance to Matrix and collaborates on Diversity, Equity, Inclusion & Belonging (DEIB) initiatives. Panel members serve a two-year term, with the option to renew. The 2023-2025 panel includes professionals from institutions such as North Carolina Central University, Prairie View A&M University, Lincoln University, Texas Southern University, Delaware State University, and Central State University.

SCHOLARSHIP PROGRAM:

Matrix contributes at least \$5,000 annually to fund scholarships ranging from \$500 to \$2,500 for students and professionals in fitness-related fields at HBCUs. Recipients are chosen by the Project COURAGE Panel and can use the scholarship for education-related expenses or conference attendance, including NIRSA Annual, Regional, or Emerging Recreational Sports Leaders (ERSL) Conferences.

EDUCATIONAL OPPORTUNITIES:

HBCU students and staff gain access to virtual and in-person workshops and training sessions covering topics such as sprint-intensity, speed technique protocols, and wellness training. These educational opportunities are provided free of charge, with some offering Continuing Education Credits (CEC/CEUs) for certificate holders.

NETWORKING & BREAKOUT SESSIONS:

HBCU participants will have the opportunity to engage in networking and breakout sessions at national and regional conferences and gatherings. These sessions provide a platform to strengthen connections with the Matrix team and exchange valuable insights. Planned events include the Black Female Director Social at NIRSA and the HBCU Summit Pre-Conference event at the ERSL Conference.

ON-SITE PRODUCT TRAINING:

Matrix provides dedicated on-site product training to ensure that HBCU staff fully understand and maximize the benefits of their products. This training is tailored to suit the unique products and solutions of each institution.

Matrix Fitness is committed to empowering HBCU professionals and students with resources and opportunities for success.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

- Provide any additional information related to products and services the supplier proposes to enhance and add value to the contract.

PRODUCTS AND SERVICES

Matrix boasts a comprehensive product portfolio, comprising over 600 items, to facilitate the delivery of a seamless fitness experience. Our extensive range not only encompasses cutting-edge designs that are intuitive and user-friendly but also allows us to meet all budgets, space requirements, and fitness objectives. Consistent touchpoints across products minimize the learning curve, enabling users to effortlessly get on and go.

CARDIO

Whether fitness is your customers' primary focus or just a part of their overall operations, the choices they make can significantly impact their success. At Matrix, we offer a comprehensive line of cardio equipment designed to cater to diverse facility needs. Our extensive range includes treadmills, ClimbMills, ellipticals, training cycles, rowers, performance trainers, and more, each meticulously crafted to deliver optimal performance and user experience.

With Matrix, customization is key. Our three distinct cardio series can be seamlessly mixed and matched to create tailored solutions that perfectly align with your customers' facility requirements. Furthermore, our equipment is compatible with five refined consoles, offering an array of performance and technology features. No matter which product offering or series you choose, they all seamlessly complement each other in appearance. This flexibility empowers your customers to select the combination that best suits their facility's unique needs, ensuring an engaging and efficient fitness environment for their clientele.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

STRENGTH

Each of our strength series offers something unique. The time-tested, high-performance designs of our strength series help students and athletes achieve more out of every press and squat, yielding better results and reducing aches and pains. With a variety of options available, finding the right combination for your fitness facility is easy. Best of all, every piece can be customized to fit your needs and team style.

Matrix Strength includes, but is not limited to, free weights and accessories, single stations and sectorized pieces, multi-stations, plate-loaded machines, and highly configurable racks and platforms that can be tailored to fit the needs of any facility.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

FUNCTIONAL TRAINING AREA

Matrix’s functional training solutions can set your facility apart with exclusive equipment, original programming, and offerings from industry experts. These comprehensive offerings are designed to attract new members and retain them through engaging group training experiences. From the wall to the corner to the center of your training hub, Matrix offers functional solutions that seamlessly fit any facility’s layout. Whether for independent workouts, circuits, or small group training sessions, there’s no functional solution out of reach with Matrix.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

CUSTOM COMBINATIONS & COMPLETE CONSOLE SELECTION

Choose from our portfolio of cardio, strength, and group training equipment, matched with connected technology, to create unforgettable first impressions and engaging immersive workouts. Our complete selection of consoles offers choices for 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.



TECHNOLOGY SOLUTIONS

At Matrix our approach to technology is centered around a robust, open platform. More than a collection of hardware, software and connectivity options, it's a pioneering digital ecosystem that enhances the way you manage your facility, retain and engage your members and promote your brand.

We provide best-in-class integrations by working with third-party organizations from member management systems to scheduling systems to exercise equipment software, to make your existing solutions work together seamlessly. And our integration capabilities continue to expand as there are new technologies and entrants in the industry. Now more than ever, you have a myriad of choices of providers, partners and solutions. Choose Matrix and create an experience that best meets the needs of your facility and your members.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

OUR DIGITAL SOLUTIONS

Matrix offers a range of digital solutions tailored to revolutionize your unique experiences. Our Asset Management System ensures seamless equipment operation, minimizing disruptions and maximizing client care time. This system provides a comprehensive view of equipment status and usage patterns, streamlining service processes with automatic notifications and enabling efficient facility management across multiple locations. Choose our Community 360 app to fosters a vibrant virtual fitness community, enhancing client engagement and loyalty through daily workouts, challenges, and personalized incentives. To take client engagement to the next level, Engage 360 empowers staff to connect with clients wherever they are, offering access to a vast training library, personalized workout assignments, and progress tracking options. By leveraging these innovative digital solutions, professionals can focus on guiding clients on their journey towards wellness while fostering lasting connections and loyalty.



OUR INTEGRATIONS & PARTNERSHIPS

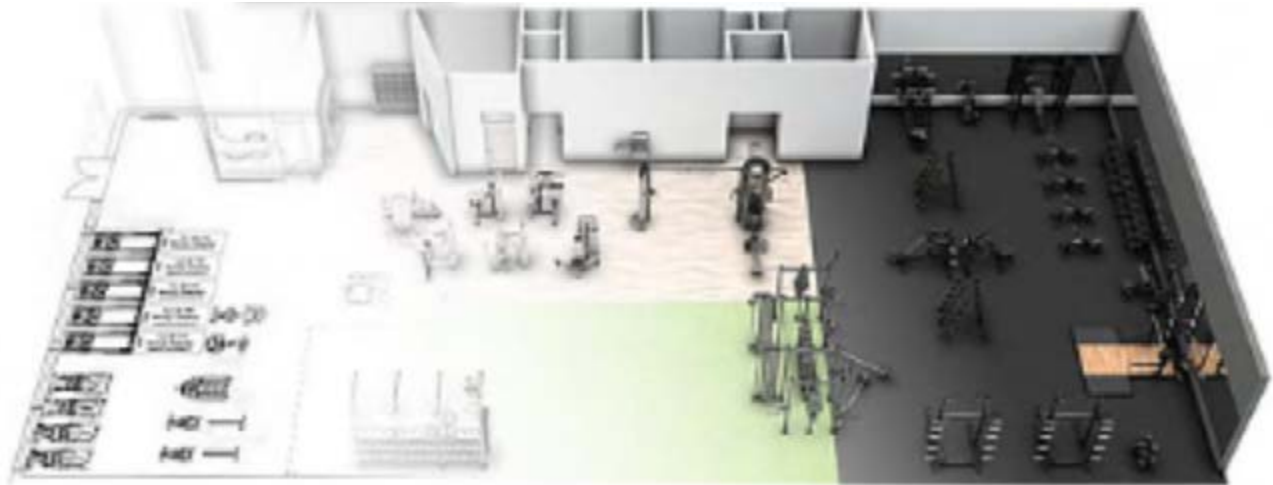
Matrix is dedicated to supporting rehab professionals in realizing their unique vision of client care by offering best-in-class technology integration with third-party organizations. Our mission is to ensure that your existing solutions seamlessly integrate with our equipment, providing a cohesive experience for both staff and clients. As the rehabilitation landscape evolves and new technologies emerge, our integration capabilities will continue to expand, ensuring that your practice remains at the forefront of innovation.



MATRIX ADDED VALUE SERVICES

FACILITY PLANNING

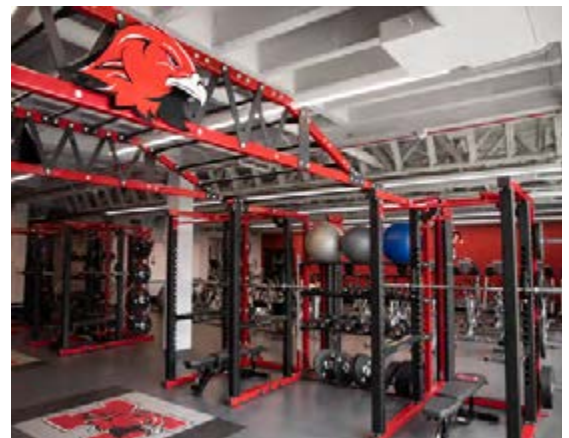
Matrix Fitness offers comprehensive facility planning services to ensure the success of your fitness facility project. Our experienced team collaborates closely with you to bring your vision to life, ensuring that every aspect of your facility meets your unique needs and goals. From initial planning to final implementation, we assist you in selecting the perfect mix of equipment that fits your space, objectives, and budget. Utilizing state-of-the-art 2D and 3D design tools, we provide visualizations of your facility layout and equipment arrangement for clarity and precision. Additionally, our exclusive Online Architect Portal streamlines the planning process, facilitating seamless collaboration and communication among all stakeholders involved in the project. With Matrix Fitness, you can rely on our innovative design resources to realize your vision without compromise, creating a fitness facility that inspires and motivates users to achieve their fitness goals.



CUSTOMIZATION

All Matrix equipment can be customized with your brand's colors, logos and more. Matrix cardiovascular products are available in iced silver, matte black or lace white. With our Matrix strength equipment, we offer three key categories of customization capabilities to optimize team spirit, space and functionality in your training room.

Choose from frame and upholstery options that match your brand and showcase your logo in a variety of placement options. You can even count on us for next-level customization like branded console screens, premium embroidery, laser-cut steel and more.



MATRIX ADDED VALUE SERVICES

DEDICATED SALES & SUPPORT

Our dedicated sales and support teams understand the needs of specialized movement professionals. From equipment ideal for your clients to the industry's best technology and beyond, we'll work with you to redefine the journey to wellness in ways you never imagined possible.

MARKETING SUPPORT

Matrix Fitness is dedicated to supporting our customers by providing tailored in-facility marketing materials that align with their products and services. Collaborating with our direct sales representatives, customers can access a range of materials including facility flyers, banners, console screens, and more. Additionally, Matrix Fitness offers resources to assist customers with other marketing materials upon request. Our goal is to equip our customers with a toolkit to enhance their members' experience and maximize the benefits of their Matrix products.

INDUSTRY-LEADING WARRANTIES

At Matrix Fitness, our commitment to quality extends to every aspect of our service, including our industry-leading warranties. We understand the importance of reliability and peace of mind when it comes to fitness equipment. That's why we offer robust warranties that cover all aspects of our products for the duration of your agreement. Our comprehensive coverage ensures that your investment is protected against unexpected issues, allowing you to confidently rely on the performance and durability of our equipment.

In addition to our dedication to providing top-tier warranties, we strive to ensure the lowest total cost of ownership for our valued customers. Our industry-leading warranties demonstrate our commitment to delivering exceptional value and quality. Furthermore, we regularly provide software updates to our products, ensuring they remain at the forefront of innovation and functionality. These updates not only enhance the performance of your equipment but also extend its lifespan, maximizing your return on investment and ensuring long-term satisfaction. With Matrix Fitness, you can trust that your investment is safeguarded and supported by the best warranties in the industry.

UNMATCHED CUSTOMER SUPPORT

As your dedicated partner, Matrix Fitness ensures our customers' success with swift service response times, readily available parts, and effective issue resolution. Partnering with Matrix grants customers access to our unmatched customer support. Customers and the people they serve can depend on us for a 95% first-time fix rate, a 48-hour service response window, and the ability to provide diagnostic services remotely or on-site. Our Customer Technical Support team offers comprehensive assistance. Customers can access the Matrix Learning Center for training, maintenance tips, and educational videos.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

ON-GOING PRODUCT TRAINING

Upon installation, Matrix will offer in-person product training to your staff to ensure they grasp proper usage and understand the benefits of our products fully. We are deeply committed to education across all channels, and we extend workshops and certification opportunities to interested students at no cost. Additionally, to support Region 14 ESC and all OMNIA Partners participating entities throughout the contract period, Matrix provides access to the Matrix Learning Center, a comprehensive digital resource aimed at educating and training our customers effectively.

MATRIX LEARNING CENTER



Matrix Learning Center (www.matrixlearningcenter.com) offers free, unlimited access to an unparalleled library of resources designed to optimize your investment in Matrix products. Managers can rely on us for tools and tips that boost ROI, elevate the member experience, and minimize ownership costs. Personal trainers and group exercise instructors can take advantage of our educational opportunities and expert-designed protocols to cultivate deeper client relationships and foster long-lasting loyalty. Service technicians can access our comprehensive collection of how-to videos and essential checklists to minimize downtime, simplify service procedures, and ensure accurate repairs on the first attempt, every time.

YOUR PARTNER

At Matrix, we understand the importance of having a dedicated team throughout the entire partnership to ensure that the equipment is in perfect working condition at all times. You can rely on our swift service response times, readily available service parts, and our unwavering commitment to resolving issues correctly on the first attempt.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

ADDITIONAL EQUIPMENT OFFERINGS:

- **Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.**

Matrix offers a comprehensive suite of services to enhance the customer experience, including used equipment, parts, accessories, service and repair, and trade-ins, each accompanied by a structured pricing model. Our extensive range of accessories is meticulously curated to complement our equipment offerings seamlessly. Additionally, we ensure parts availability for all our products for a minimum of seven years following the model's last production year, underscoring our commitment to customer satisfaction. Beyond warranties, our dedicated customer service team provides ongoing support, offering troubleshooting assistance at no charge and facilitating parts procurement or service scheduling as needed. Moreover, we operate an organized Certified Pre-Owned platform, where customers can explore and purchase rigorously tested and inspected used equipment, backed by a comprehensive 2-year parts and 1-year labor warranty. Further details and pricing for certified pre-owned equipment can be found at <https://cpo.matrixfitness.com/>.

ADDITIONAL DELIVERY/INSTALLATION:

- **Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier and can only be charged on a per individual project basis. Include any fees such as setup/cleaning, design/layout, special orders, etc.**

DELIVERY AND INSTALLATION

Installation services are billed at a standard 'per piece price.' Additional charges may apply for deliveries involving challenging conditions such as narrow doorways (less than 34 inches), stair carries, elevator usage, difficult site access, or equipment disassembly. Requests for deliveries outside of normal business hours (Monday to Friday, 7:00 AM to 6:00 PM), holidays, or weekends will necessitate individual quotes. Installations outside of the contiguous U.S., including Hawaii, Alaska, and Puerto Rico, also require custom quotes.



VALUE ADDED PRODUCTS/SERVICES (10 POINTS)

EQUIPMENT RECONDITIONING AND RECERTIFICATION OFFERING:

- **Supplier may enter into additional negotiations with a purchasing agency for additional delivery or charges based on onerous conditions.**

Regular preventive maintenance is crucial for minimizing equipment downtime and avoiding expensive repairs. As your comprehensive solution partner, we offer a customized maintenance plan crafted to keep all Matrix equipment in prime condition, thereby prolonging its lifespan and safeguarding your investment.

Access our extensive library of customer support resources or contact our Customer Technical Support team for assistance around the clock. Leveraging our industry expertise, we recommend implementing a quarterly preventive maintenance schedule to ensure equipment cleanliness and peak performance while promptly addressing any necessary repairs. To streamline the maintenance process, we can send quarterly email reminders to maintenance personnel outlining the required tasks. It's important to note that clients are responsible for compensating Matrix for any maintenance performed by our technicians. For a detailed maintenance quotation, further discussions are necessary to determine the scope of tasks, number of facility locations, and frequency of maintenance services.

EQUIPMENT RECONDITIONING AND RECERTIFICATION OFFERING:

- **Supplier may enter into additional negotiations with a purchasing agency for additional delivery or charges based on onerous conditions.**

Regular preventive maintenance is crucial for minimizing equipment downtime and avoiding expensive repairs. As your comprehensive solution partner, we offer a customized maintenance plan crafted to keep all Matrix equipment in prime condition, thereby prolonging its lifespan and safeguarding your investment.

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To streamline the maintenance process, we can send quarterly email reminders to maintenance personnel outlining the required tasks. It's important to note that clients are responsible for compensating Matrix for any maintenance performed by our technicians. For a detailed maintenance quotation, further discussions are necessary to determine the scope of tasks, number of facility locations, and frequency of maintenance services.



APPENDIX A – REQUIRED DOCUMENTS

APPENDIX A – REQUIRED DOCUMENTS

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign



APPENDIX A – REQUIRED DOCUMENTS

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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 proposal, 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 proposal, 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 proposal 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.

<p>Company</p> <p><u>Johnson Health Tech</u></p> <p><u>North America, Inc.</u></p> <p><u>d/b/a Matrix Fitness</u></p> <p>Address</p> <p><u>1600 Landmark Drive</u></p> <p><u>Cottage Grive, WI 53527</u></p> <p>Phone <u>(703) 623-2932</u></p> <p>Fax <u>(608) 839-3675</u></p>	<p>Contact</p> <p><i>Marc Loomer</i></p> <hr/> <p>Signature Marc Loomer</p> <hr/> <p>Printed Name University/College Channel Manager</p> <hr/> <p>Position with Company</p>	<p>Official Authorizing Proposal</p> <p><i>M. Zabel</i></p> <hr/> <p>Signature Mark Zabel</p> <hr/> <p>Printed Name Global Chief Marketing Ofc-President</p> <hr/> <p>Position with Company</p>
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APPENDIX A – REQUIRED DOCUMENTS

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1174530

Date Filed:
06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson Health Tech North America, Inc., d/b/a Matrix Fitness.
Cottage Grove, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region XIV Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
156948
Athletic equipment and supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson Health Tech North America, Inc - Matrix Fitness	Cottage Grove, WI United States	X	
	O'Mara Moving Systems Inc	Madison, WI United States		X
	McCollisters	Burlington, NJ United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

APPENDIX A – REQUIRED DOCUMENTS

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Mark Zabel, as an authorized representative of Johnson Health Tech North America, Inc., a contractor engaged by Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

[Handwritten Signature]
Signature of Named Authorized Company Representative

4/2/24
Date

APPENDIX A – REQUIRED DOCUMENTS

Any additional agreements supplier will require Participating Agencies to sign.

Matrix Fitness will request a customer information sheet for now purchase requests being made from us under the OMNIA Partners Contract. Please the attached documents on the following pages.



CUSTOMER INFORMATION

FIN-01-190 | Rev 1.0

Company Name: _____ Address: _____

DBA (if different): _____ City, State, Zip: _____

Contact Person: _____ Email: _____

Type of Business: _____ Phone: _____

Federal Tax ID or SSN: _____ Fax: _____

D&B Number: _____ Website: _____

Is Business Tax Exempt (provide cert.): Yes No No. of Employees: _____

Is Purchase Order Required?: Yes No

Business Type: Sole Proprietor Partnership Corporation Govt. Entity Not for Profit State: _____

PROVIDE CORPORATE/ORGANIZATION STRUCTURE:

PURCHASING PAYMENT TERMS (contract purchased under and/or purchasing terms):

NAME OF PERSON TO CONTACT REGARDING INVOICES AND PAYMENTS:

Contact: _____ Title: _____

Phone: _____ Email: _____

The undersigned hereby represents and warrants to Johnson Health Tech North America, Inc. ('JHTNA') that the information contained within this Customer Information Sheet is true and accurate to the best of his or her knowledge.

The undersigned has carefully read, and is an authorized signature for the company list above.

Signed Printed Title Date

APPENDIX B – OMNIA PARTNERS EXHIBITS



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement



Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 Education Service Center (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and OMNIA Partners, Public Sector, Inc. (“OMNIA Partners”), is requesting proposals for Athletic Equipment and Supplies. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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Appendix B – OMNIA Partners Exhibits

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

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Appendix B – OMNIA Partners Exhibits

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$5 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter

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Appendix B – OMNIA Partners Exhibits

into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

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Appendix B – OMNIA Partners Exhibits

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

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APPENDIX B – OMNIA PARTNERS EXHIBITS

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 COMPANY

A. Brief history and description of Supplier to include experience providing similar products and services.

With a legacy spanning two decades, Matrix has been at the forefront of revolutionizing the fitness industry, catering to a diverse range of fitness facilities. Our extensive portfolio boasts over 600 products, encompassing strength equipment, cardio platforms, group exercise modalities, athletic performance training tools, cutting-edge fitness technology, integrated high-intensity sprint workouts, and comprehensive turnkey programming, among others. Leveraging a global presence with over 40 subsidiaries worldwide, Matrix is uniquely positioned to address the fitness and wellness needs of clients across the globe. Our commitment to innovation, quality, and customer satisfaction has solidified our reputation as a trusted partner in the fitness industry, empowering facilities to stand out and attract and retain more members effectively.

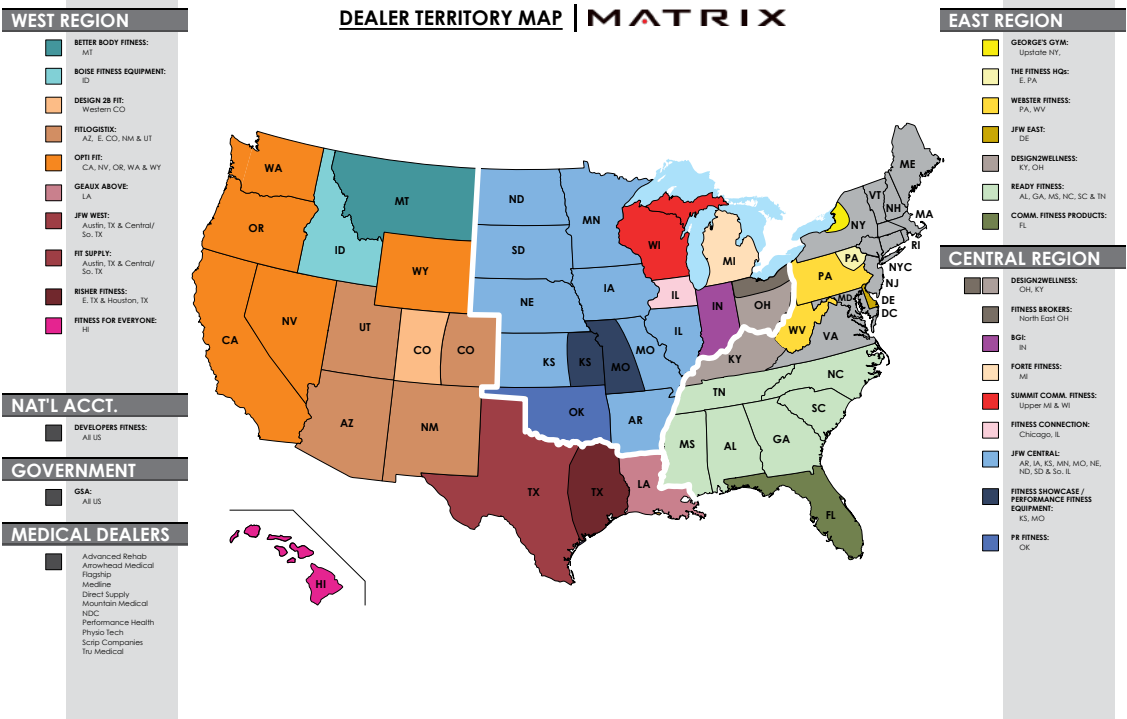
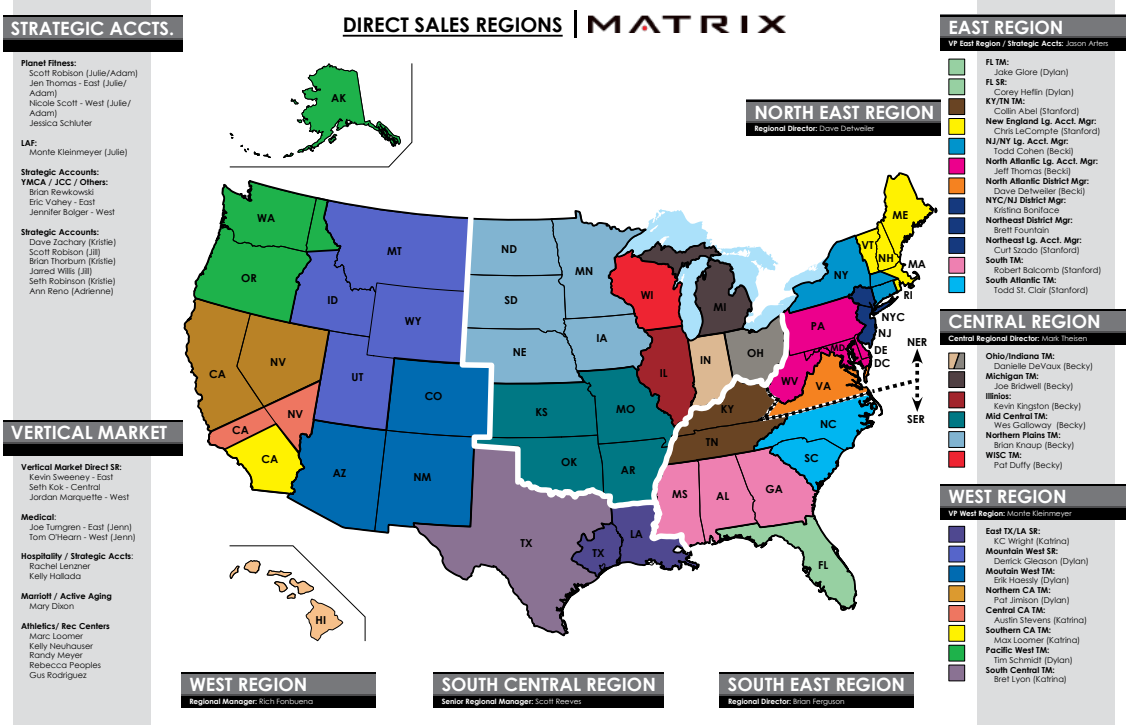
B. Total number and location of salespersons employed by Supplier.

Currently, Matrix Fitness maintains a robust network of 56 outside sales representatives strategically stationed across the United States, each dedicated to specific territories and commercial segments. Complementing this setup, each sales representative is bolstered by a team of 10 inside sales representatives, ensuring comprehensive customer management and an exceptional experience. Our sales team is meticulously structured to provide nationwide coverage, organized into key regions encompassing strategic accounts, East, Northeast, West, Central, South, and Southeast. This framework facilitates personalized service tailored to the unique needs of diverse markets nationwide.

Moreover, Matrix employs direct sales representatives focusing on dues-paying facilities, alongside representatives catering to adjacent channels such as hospitality, multi-housing, colleges, higher education, and more. Additionally, we collaborate with 30 dealer distribution partners serving these adjacent channels. The allocation of direct sales representatives across geographical regions is based on population density. For a detailed breakdown of direct sales representatives by region, please refer to the accompanying map.



APPENDIX B - OMNIA PARTNERS EXHIBITS



APPENDIX B – OMNIA PARTNERS EXHIBITS

C. Number and location of support centers (if applicable) and location of corporate office.

Our main support center is situated at our headquarters in Cottage Grove, WI. Additionally, our field service network comprises a hybrid team consisting of 30 in-house Matrix technicians and approximately 500 certified providers distributed across the country. These providers undergo a rigorous training process, which includes a two-day hands-on session, supplemented with online coursework, and culminates in an online exam to obtain Matrix certification.



D. Annual sales for the three previous fiscal years.

- Submit FEIN and Dunn & Bradstreet report.

As a private company Johnson Health Tech North America, Inc. DBA Matrix Fitness does not disclose annual sales or financial results to customers or competitors. Our parent company, Johnson Health Tech Co., LTD is a public Taiwan company and information can be found on the Taiwan SEC.

Johnson Health Tech NA Inc DBA Matrix Fitness = DUNS # 82-848-0165

APPENDIX B – OMNIA PARTNERS EXHIBITS

E. Describe any green or environmental initiatives or policies.

We are committed to being a responsible global citizen when comes to our planet, our people and our practices. Everything Matrix is intentional, from employee wellness programs to reduced water consumption to strategic warehouse locations and beyond.

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.

“GREEN” PRODUCTS AND CERTIFICATIONS:

All Matrix products meet the Energy-related-product / EC Regulation of 1275/2008. In addition, most cardio products (with the exception of treadmills and those with integrated television/entertainment screens) have a self-powered option through a built-in generator; guests can use these products without them having to be plugged in. Additionally, our cardio equipment features ErP technology (auto sleep/wake feature) to greatly reduce the consumption of power during periods of inactivity.

ENVIRONMENTAL/CARBON FOOTPRINT:

When Johnson Health Tech was first established in 1975 in Taichung, Taiwan, we didn't just want to be the biggest company in the industry. We wanted to be the best, and that means doing things right when it comes to our people, our planet, and our practices.

To ensure we are meeting our goals, Johnson Health Tech participates in an annual Sustainability Assessment Program. The evaluation conducted by the MindClick Group provides an impartial, third-party evaluation of our organization's environmental, manufacturing and social practices. With this established as a baseline, we can set a clear course of action and benchmark our annual improvement in all areas.



APPENDIX B – OMNIA PARTNERS EXHIBITS

Matrix is proud to have earned Achiever status in the 2023 MindClick Sustainability Assessment Program (MSAP). Johnson Health Tech and Matrix Fitness is an annual participant in the MindClick Sustainability Assessment Program (MSAP) evaluation conducted by the MindClick Group (mindclick.com).

PACKAGING

Matrix Fitness utilizes a reverse logistics process where packaging supplies that we use to ship our products without damage are then consolidated to be repackaged at our customers' facilities. We then tender a carrier to pick up the packaging supplies and return them to our warehouses for restocking and reuse in future shipments. This sustainability initiative includes our product blankets and pallet donuts (risers) which we reuse multiple times.

SUSTAINABILITY STATEMENT

Johnson Health Tech is one of the largest and fastest growing equipment manufacturers in the world. But when we were first established in 1975 in Taichung, Taiwan, we didn't just want to be the biggest company in the industry. We wanted to be the best, and that means doing things right when it comes to our people, our planet and our practices.

OUR PEOPLE



Johnson Health Tech supports our employees with programs focused on fitness, wellness and nutrition while also contributing to local community-building organizations.

OUR PLANET



We're always striving to find new ways to conserve our natural resources, whether that means reducing energy consumption, protecting our water supply or repurposing waste materials.

OUR PRACTICES



We empower our employees and stakeholders to make incremental changes that improve our products while protecting our planet and our people.

Check out our Corporate Responsibility Report [HERE](#)



APPENDIX B – OMNIA PARTNERS EXHIBITS

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Matrix Fitness is proud to operate under a robust Diversity, Equity, Inclusion, and Belonging (DEIB) program, reflecting our strong commitment to embracing diversity as a fundamental value that enriches our organization. At the heart of this program are our Employee Resource Groups (ERGs), which serve as platforms for employees to connect, offer mutual support, and advocate for inclusivity in the workplace. Our five existing ERGs- Women’s, Pride, Multicultural, Disabilities/Mental Health Advocacy, and Veterans- are led by employees and each has its own mission statement and goals. These goals encompass various aspects such as skill development, leadership enhancement, access to educational resources, networking opportunities, community engagement, fundraising activities, and advocacy for policies that foster support for our diverse workforce.

As part of Johnson Health Tech North America (JHTNA), a global organization with over 30 subsidiaries and more than 7,100 employees worldwide, we are deeply committed to diversity and inclusivity at every level of our operations. We proudly adhere to Equal Opportunity/Affirmative Action principles, with our North American workforce comprising 28% female, 14.2% female minority, and 21% male minority employees. These figures continue to rise annually as we actively pursue greater diversity.

In alignment with our dedication to fostering a more balanced and inclusive workplace, we are embarking on a new initiative over the next 12-18 months. Our primary focus during this period will be the establishment of a dedicated Diversity, Equity, and Inclusion committee comprising JHTNA employees. Additionally, our broader organizational initiatives and objectives are guided by a commitment to treating all individuals with kindness and respect, regardless of background. We also aim to facilitate social connections among employees through diversity groups, further enhancing our inclusive culture.



APPENDIX B – OMNIA PARTNERS EXHIBITS

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

APPENDIX B – OMNIA PARTNERS EXHIBITS

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Our field service network is comprised of 30 Matrix technicians employed in-house, supplemented by approximately 500 certified providers located nationwide. These providers undergo a comprehensive training program, which includes a two-day hands-on session, supplemented with online coursework, and culminates in an online exam to achieve Matrix certification.

I. Describe how supplier differentiates itself from its competitors.

Matrix Fitness distinguishes itself from competitors through several key factors:

- Technology Integration:** Matrix prioritizes the integration of cutting-edge technology into its fitness equipment. This commitment to technological advancement ensures that customers have access to state-of-the-art features and functionalities that enhance their fitness experience.
- Meaningful Innovation:** Matrix continually focuses on meaningful innovation, not just for the sake of change but to genuinely improve the user experience and performance of its equipment. By identifying and addressing the evolving needs of fitness facilities and users, Matrix stays ahead of the curve in delivering innovative solutions.
- Comprehensive Product Portfolio:** With a comprehensive portfolio of fitness equipment spanning cardiovascular, strength training, group exercise, and more, Matrix offers a diverse range of solutions to cater to various facility needs and user preferences.
- Strategic Partnerships:** Matrix forges strategic partnerships with industry leaders and experts to enhance its offerings and stay abreast of emerging trends and technologies in the fitness industry. These collaborations enable Matrix to deliver high-quality products and services that meet the evolving demands of customers.
- Vertical Integration:** Matrix strategically implements vertical integration within its manufacturing processes to uphold meticulous control and precision over crucial products and components. This integration of key components not only guarantees the highest standards of quality but also enhances reliability and availability across its equipment lineup.

By leveraging these strengths, Matrix Fitness consistently delivers superior products, services, and solutions that set it apart from competitors and establish it as a leader in the global commercial fitness equipment segment.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

There have been no bankruptcy filings or reorganizations. Regarding litigation, Johnson Health Tech sells many exercise products each year and there are sometimes ongoing suits filed by individuals. Because our company owns intellectual property and competes against other companies that own intellectual property, we are often either prosecuting or defending suits.



APPENDIX B – OMNIA PARTNERS EXHIBITS

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Johnson Health Tech Co., LTD is publicly traded on the Taiwan Stock Exchange and is the parent entity of Johnson Health Tech North America, Inc., which is a 100% wholly owned subsidiary C Corp in the United States. Johnson Health Tech NA Inc. DBA Matrix Fitness has no standing or previous Felony Convictions.

L. Describe any debarment or suspension actions taken against supplier

Johnson Health Tech NA Inc. DBA Matrix Fitness has had no debarment or suspension actions taken against them as a supplier.



APPENDIX B – OMNIA PARTNERS EXHIBITS

3.2 DISTRIBUTION, LOGISTICS

A. Each supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Matrix offers a complete portfolio of durable, high-performance strength and cardio equipment to support fitness facilities of all types and sizes. Our extensive range includes treadmills, ellipticals, exercise bikes, stair climbers, rowers, and strength training machines such as benches, racks, and plate-loaded equipment. Additionally, we provide group exercise solutions, including functional training equipment and accessories, to cater to diverse fitness needs and preferences. Full description of product can be found in Section 5- Value Added Products/Services.

In addition to our equipment offerings, Matrix provides comprehensive services to ensure smooth operations and optimal performance. This includes preventive maintenance programs, equipment installation and setup, technical support, and training resources for staff and users. Our goal is to provide a holistic solution that addresses the fitness facility's needs from equipment procurement to ongoing maintenance and support.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Matrix has a regional distribution network for both products and parts as well as 27 installation partners in over 50 locations nationally. We also have an international network for both logistics and installations, including the ability to send Matrix employees to sites to perform delivery services.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating agencies will receive OMNIA pricing through the Matrix direct sales staff and our dealer network. Retail stores will not be obligated to honor these discounts.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

We utilize our network of our own Matrix Team employees as well as our Preferred Suppliers to ensure that our product is delivered and installed on time and to our customers' satisfaction. We have a rigorous supplier selection process and monitor all carriers and installers through monthly performance scorecards that ensure we are achieving our "success" goals. To assist our team, we utilize top industry systems, including SAP, Microsoft Dynamics CRM and our latest TMS integration with Shipwell.



APPENDIX B – OMNIA PARTNERS EXHIBITS

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Our distribution facilities are strategically located across the US to provide the best customer experience for our customers, including shorter delivery windows reducing the costs to ship. We can pass on these benefits on to our customers. We have three Warehouses located across the United States that fulfill our finished product orders:

ECW- East Coast Warehouse – Hanover Township, PA	350K Sq. Ft
SCW- South Central Warehouse – Katy, TX	350K Sq. Ft.
NCW – North Central Warehouse – Cottage Grove, WI	175K Sq. Ft.
WCW- West Coast Warehouse – Compton, CA	93K Sq. Ft

APPENDIX B – OMNIA PARTNERS EXHIBITS

3.3 MARKETING AND SALES

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

PRICING ON WEBSITE:

Matrix agrees to allow pricing on the website provided that the pricing remains up-to-date with the current contract terms, if necessary and required to provide this information. For previous years, Matrix has preferred to keep all pricing documents private and available for request through our sales representatives, maintaining a personalized approach. As a private company, Johnson Health Tech North America, Inc. DBA Matrix Fitness, we do not disclose our full commercial pricing publicly. Consistent with past practices, we provide a main contact for potential customers to reach out to obtain pricing information. This approach ensures fair pricing in the industry and avoids conflicts with existing contracts.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners team within first 90 days**

As a proud partner of OMNIA Partners, we will strive to use our partnership and purchasing contracts whenever possible. To help make the most of the partnership, Matrix has a dedicated Marketing Account Manager to work with OMNIA partners to ensure that all items in the contract are met and used to the full ability.

In the first 10 days of the contract’s acceptance, Matrix Marketing Account Manager and Main Point of contact Sales Representative will ask the OMNIA Partner Development account manager to set up an introduction call. As we have done in the past, we will set up a cadence call for our team to meet every 4 weeks.

Over the first 20 days, Matrix will work to release a press release to announce the partnership. The press release will be published to our internal and external mailing lists.

After this the OMNIA Partners’ dedicated Support Marketing Manager from Matrix will work with OMNIA and their team to implement items in section 1.2 Marketing, Sales and Administrative Support of the contract agreements. During this time, there will be plans to update the current OMNIA Partner’s supplier landing page with new content and products. Matrix recently updated their OMNIA Partner supplier landing page back in January of 2024. Matrix will also work on an overall marketing plan to support marketing collateral for both parties, advertising, social media and trade shows.



APPENDIX B – OMNIA PARTNERS EXHIBITS

Within the first 60 days, Matrix will provide a mandatory training and education session with its national sales force and OMNIA Partners team. This can include breakout sections of training and meetings with Matrix direct and dealer representatives with the correct OMNIA Partners team's areas of specialty or region. In the past Matrix and OMNIA Partners set up calls with our national sales force to explore and train them how to use the OMNIA CONNECT tool. Matrix's plans to ensure that every national sales representative has been trained on the best possible way to use and promote OMNIA Partners and its capabilities within the first 90 days.

Please see a full broken down plan outlined below:

- Release a press release in the first 10 days of award.
- Set up a call with both parties to establish a cadence meeting and the key priorities to accomplish in the first year within the first 20 days.
- Train and educate Matrix Direct National Sales force with all OMNIA Partners platforms and key items within the first 90 days.
- After the first 90 days Matrix and OMNIA Partners will work together on cadence call to Maximize the Master Agreement and hit sales goals for both parties.



APPENDIX B – OMNIA PARTNERS EXHIBITS

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications.
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Matrix Fitness is here to work closely with OMNIA Partners to fulfill the Master Agreement requirements and beyond. Matrix has a Support Marketing Manager to support with all OMNIA Partners needs and to ensure that we are both getting the most out of this partnership. Below we list some, but not limited to, items that we will accomplish throughout the first 90 days.

Matrix Fitness will work with OMNIA and create a co-branded press release that will be published within the first 10 days of the award.

Matrix Fitness (within the first 10 days) will provide OMNIA all marketing materials such as logos, standard copy, brand guidelines and more.



APPENDIX B – OMNIA PARTNERS EXHIBITS

Matrix has a dedicated section on their website that will highlight and publish OMNIA Partners as a key partner and affiliate of Higher Education and K-12. Please find an example of this previously at <https://www.matrixfitness.com/us/eng/campus-rec>. Matrix will work to update this landing page or a new landing page to accommodate OMNIA Partners. We will add the OMNIA Partners Link to the landing page and registration form to the supporting OMNIA Partners dedicated landing page.

Matrix will work to update the current OMNIA Partner’s supplier landing page with new updated content and products. Matrix recently updated their OMNIA Partner supplier landing page back in January of 2024. See existing Matrix Fitness Supplier page: <https://www.omniapartners.com/suppliers/matrix-fitness/public-sector>

Matrix Fitness will design co-branded flyers and publications that can be distributed by both parties within the first 90 days.

Matrix Fitness will make every attempt to attend and participate with OMNIA Partners at national, regional and supplier- specific trade shows, conferences and meetings throughout the term. Before we can commit to anything Matrix will need to understand the timing, budget and expectations. The following commitments can be discussed and evaluated within the first 90 days of the award.

Matrix Fitness will make every attempt to attend and participate in NIGP Annual Forum in the area reserved by OMNIA Partners for partner suppliers. Before we can commit to anything Matrix will need to understand the timing, budget, and expectations. The following commitments can be discussed and evaluated within the first 90 days of the award.

Matrix will create ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) in the first 90 days of the award and beyond.

D. Describe how Supplier will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Matrix Fitness is committed to positioning OMNIA Partners as the top choice for all contract transactions, a practice we have upheld since the establishment of the NCPA contract in 2019. To ensure seamless integration, Matrix will assign a dedicated Account Sales Representative who will collaborate with all other sales representatives, prioritizing the Master Agreement for any contracts and transitions.

Current Cooperative Contracts include:

- OMNIA Partners/NCPA (Contract Term Through July 24th, 2024)
- Texas State Buy Board
- MHEC (Massachusetts Higher Education Consortium)

Moving forward, Matrix will continue to advocate for OMNIA Partners as the primary Master Agreement for all transitions, unless otherwise specified in bids. The exceptional support, communication, and resources provided by OMNIA Partners have consistently surpassed those of other contracts. We eagerly anticipate the opportunity to sustain and enhance this partnership if awarded the Master Agreements.



APPENDIX B – OMNIA PARTNERS EXHIBITS

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Matrix Fitness will supply OMNIA Partners with the most current logos and grants permission for the reproduction of our logo in marketing communications and promotional materials. We will maintain close collaboration with our OMNIA Partners representative, as we have done in previous years, by submitting any marketing materials for approval before publication.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. Best government pricing**
- iii. No cost to participate**
- iv. Non-exclusive**

Matrix Fitness confirms and adheres to the following statement and will be proactive in direct sales of our goods and services to public agencies national wide and the timing fashion to follow up on leads established by OMNIA partners. Matrix Fitness has a full Lead Generation team that can help ensure that leads are being followed up promptly and quickly after they are received.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Matrix Fitness confirms that there will be a mandatory training with our national sales force on the Master Agreements that covers all the items listed above and more.



APPENDIX B – OMNIA PARTNERS EXHIBITS

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

EXECUTIVE SUPPORT			
Contact Name & Title	Monte Kleinmeyer - VP of Sales		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	949-888-6221	Email	monte.kleinmeyer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

MARKETING			
Contact Name & Title	Megan Hering – Product Marketing & Proposal Specialist		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	1-608-839-6031	Email	Megan.hering@Johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

SALES			
Contact Name & Title	Marc Loomer - National Sales Manager, Campus Recreation		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	(703) 623-2932	Email	Marc.Loomer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

SALES SUPPORT			
Contact Name & Title	Ruth Fredenberg - Senior Quality & Process Sales Coordinator		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	608-839-3737	Email	ruth.fredenberg@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

APPENDIX B – OMNIA PARTNERS EXHIBITS

FINANCIAL REPORTING			
Contact Name & Title	Jolyn Laufenberg – Assistant Controller		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	608- 839- 6056	Email	jolyn.laufenberg@johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

ACCOUNTS PAYABLE			
Contact Name & Title	Lyn Marty – Accounting Manager		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	608- 839- 3685	Email	lyn.marty@johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

CONTRACTS			
Contact Name & Title	Nicole Toay- Paralegal		
Company	Johnson Health Tech NA Inc. DBA Matrix Fitness		
Phone	608- 400- 6817	Email	nicole.toay@johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

APPENDIX B – OMNIA PARTNERS EXHIBITS

I. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Matrix Fitness structures its national sales force with 56 direct sales representatives across the United States, organized into regional and national teams. These representatives cover various territories and commercial segments. Matrix Fitness structures its national sales force with 56 direct sales representatives throughout the United States, organized into regional and national teams. These representatives cover various territories and commercial segments. At the helm of our sales leadership is Mark Zabel, the President of the company. Reporting to him are key executives including Kent Stevens, Executive VP of Sales – Commercial. Further down the hierarchy are Monte Kleinmeyer, VP of Sales West Region; Marc Loomer, University/College Rec Sales Manager; Steve Lindal, Director of Commercial Dealers; and Mark Theisen, Central Region Director.

CONTACTS:

Mark Zabel

Global Chief Marketing Officer President of Commercial Sales
mark.zabel@johnsonfit.com

Kent Stevens

Executive Vice President of Sales – Commercial
kent.stevens@matrixfitness.com

Monte Kleinmeyer

VP of Sales West Region
monte.kleinmeyer@matrixfitness.com

Marc Loomer

University/College Rec Sales Manager
marc.loomer@matrixfitness.com

Steve Lindal

Director of Commercial Dealers
Steve.Lindal@matrixfitness.com



APPENDIX B – OMNIA PARTNERS EXHIBITS

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Matrix Fitness is fully committed to collaborating closely with the OMNIA Partners team to implement, grow, and service the national program effectively. Our sales teams will work hand in hand with OMNIA Partners, leveraging their expertise and resources to ensure the success of the program. This collaboration will involve regular communication, joint planning sessions, and tailored strategies to meet the unique needs of each participating agency. Our sales representatives will be dedicated to providing personalized support and assistance, offering product expertise, pricing guidance, and ongoing training to OMNIA Partners and its members. By working together seamlessly, we will strive to maximize the value of the national program and deliver exceptional service to all stakeholders involved.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Matrix Fitness is dedicated to efficiently managing the overall national program throughout the term of the Master Agreement. As part of our commitment, we will appoint a dedicated Account Marketing Manager who will work closely with OMNIA Partners, building on our existing collaborative relationship.

Our approach entails meticulous coordination of marketing and sales efforts to ensure maximum visibility and engagement. We will proactively set up new Participating Public Agency accounts, streamlining the onboarding process for swift implementation. Furthermore, we will uphold stringent contract administration practices, ensuring timely updates, renewals, and compliance with contractual obligations.

Our dedicated team will oversee the day-to-day operations of the national program, monitoring performance metrics closely and addressing any issues promptly. We will establish regular communication channels to facilitate seamless collaboration between Matrix Fitness and participating agencies. Additionally, we will provide ongoing support and training to agencies to optimize their experience and maximize the benefits of the program.

In essence, Matrix Fitness is committed to ensuring the smooth and effective management of the national program, prioritizing exceptional service and value for all stakeholders involved.

K. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Matrix Fitness has forged numerous partnerships with universities and colleges during its tenure as part of the NCPA Purchasing Contract. Presented below is a compilation of the top ten customers established through the NCPA/OMNIA Partners Purchasing Contract in 2023.



APPENDIX B – OMNIA PARTNERS EXHIBITS

UNIVERSITY/ENTITY	TOTAL	CONTACT
Salem State University	\$204,022.71	Kelly Janos – Director of Recreation
Colorado State University	\$194,925.42	Janine Waldrep – Purchasing
Northeastern University	\$181,123.32	Kristen Puntieri – Director of Campus Recreation
The Community College Of Baltimore	\$179,669.56	Rob Hess – Director
Dartmouth College	\$154,218.11	Peter Lambert – Fitness Coordinator
University of Cincinnati	\$133,138.35	Daniel Scriptor – Coordinator of Fitness & Wellness
University of Michigan – Recreation	\$101,166.05	Judith Smith – Director of Procurement
Oregon State University	\$90,974.06	Barry Evans – Equipment Coordinator
American University	\$87,640.38	Bill Walker – Athletic Director

L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Every Matrix customer is paired with a dedicated representative who shepherds them through the entire sales journey. Our comprehensive approach to solutions ensures that customers have a single point of contact from the initial quoting phase through sales order placement, installation, and post-sale support stages of their partnership with Matrix.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

- \$4,500,000.00 in year one**
- \$5,000,000.00 in year two**
- \$6,000,00.00 in year three**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

APPENDIX B – OMNIA PARTNERS EXHIBITS

N.Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

Detail Supplier's strategies under these options when responding to a solicitation.

Matrix Fitness adheres to all the options outlined above when responding to solicitations for Products covered under the Master Agreement. We prioritize transparency and compliance with OMNIA Partners' guidelines.

- i. When requested, Matrix Fitness provides pricing in accordance with the Master Agreement, ensuring consistency and adherence to contract terms. Contract sales are reported to OMNIA Partners as required.
- ii. In cases where competitive conditions necessitate pricing lower than the standard Master Agreement not-to-exceed pricing, Matrix Fitness may respond with lower pricing through the Master Agreement. If awarded the contract, sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Matrix Fitness understands that there may be rare instances where a Public Agency refuses to utilize the Master Agreement. In such cases, if pricing higher than the Master Agreement is necessary, Matrix Fitness may provide it. However, it's important to note that Contract Sales in this scenario are not reported to OMNIA Partners.
- iv. If alternative or multiple proposals are permitted, Matrix Fitness may respond with pricing higher than the Master Agreement, including the Master Agreement as an alternate or additional proposal. This approach ensures flexibility while maintaining compliance with OMNIA Partners' requirements.

Throughout these options, Matrix Fitness remains committed to collaboration and communication with the OMNIA Partners Account Manager. We prioritize clarity and cooperation to address any questions or concerns that may arise during the solicitation process.



Appendix B – OMNIA Partners Exhibits

**Exhibit B
Administration Agreement, Example**

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as **Exhibit A** and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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Appendix B – OMNIA Partners Exhibits

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

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Appendix B – OMNIA Partners Exhibits

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

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Appendix B – OMNIA Partners Exhibits

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__ %) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

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reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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 it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Johnson Health Tech North America, Inc.
D/B/A Matrix Fitness
1600 Landmark Dr. Cottage Grove, WI 53527
Attention: Legal Department - Nicole Toay

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

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Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]
Johnson Health Tech North America, Inc. D/B/A Matrix Fitness

OMNIA PARTNERS, PUBLIC
SECTOR, INC.

Kent Stevens

Signature
Kent Stevens

Name

Executive Vice President of Sales

Title
2024-05-28

Date

Signature
Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

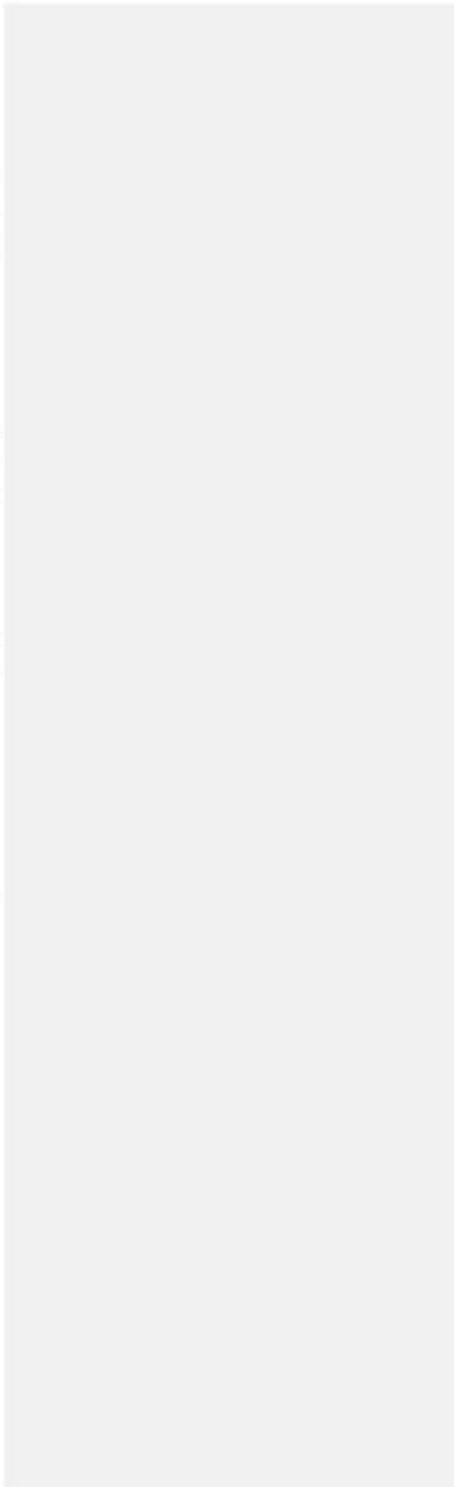


Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities; and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and



Appendix B – OMNIA Partners Exhibits

incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

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PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Kent Stevens

Authorized Signature

Kent Stevens

Name

Executive Vice President of Sales, Matrix Fitness

Title and Agency Name

2024-05-28

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

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Exhibit D

Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name] _____

Kent Stevens

Signature

Kent Stevens

Name

Executive Vice President of Sales

Title

2024-05-28

Date



Appendix B – OMNIA Partners Exhibits

Exhibit E Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

Supplier returned to:		OMNIA PARTNERS		Account Name		Contract Number		Reporting Month		Total Admin Fee (\$0.00)		Admin Fee %		Address Line		Address Line 2		Address Line 3		FOR OMNIA USE ONLY			
Supplier returned to:	BY	Name	Street Address	Contract Address ID	City	State	Postal Code	Transaction Date	Total Admin Fee	Admin Fee %	Address Line	Address Line 2	Address Line 3	Notes	Market	Company	Contract ID	Contract Number					

SECTION 6 – REQUIRED DOCUMENTS

EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

Matrix Fitness will complete the following document when it is determined that the Participating Agency is using federal funding to purchase under the Master Agreement. In such cases, it will be labeled as “Federal Certifications – Addendum for Agreement Funded by U.S. Federal Grant.”



**Exhibit G
New Jersey Business Compliance**

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier’s response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners’ ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

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

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

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Johnson Health Tech North America, Inc.

Organization Address: 1600 Landmark Dr., Cottage Grive, WI 53527

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): C Corporation

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

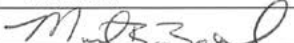
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Mark Zabel	Title:	Global Chief Marketing Ofc-President
Signature:		Date:	4/2/2024

Version January 12, 2024



Appendix B – OMNIA Partners Exhibits

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Version January 12, 2024

Appendix B – OMNIA Partners Exhibits
NON-COLLUSION AFFIDAVIT

State of New Jersey Wisconsin
County of Dane

ss:

I, Mark Zabel residing in _____
(name of affiant) (name of municipality)
in the County of Dane and State of Wisconsin of full
age, being duly sworn according to law on my oath depose and say that:

I am Global Chief Marketing Officer-President of the firm of Johnson Health Tech
(title or position) (name of firm)

North America, Inc., d/b/a Matrix Fitness the bidder making this Proposal for the bid

entitled RFP #24-S840, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
OMNIA Partners relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

May 28th, 2024

Nicole Toay
Notary public of Wisconsin

My Commission expires 3/21/2026

Mark Zabel
Signature

Mark Zabel
(Type or print name of affiant under signature)



Appendix B – OMNIA Partners Exhibits

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Johnson Health Tech North America, Inc.

Street: 1600 Landmark Drive

City, State, Zip Code: Cottage Grove, WI 53527

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- 3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

03/29/2024

Date

Version January 12, 2024

Kianna Neiger
HR Generalist II

Authorized Signature and Title



Appendix B – OMNIA Partners Exhibits

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Kianna Neiger

Signature of Procurement Agent

Version January 12, 2024



Matrix Fitness will complete the items when there is a contract or bid that falls within the requirement to reporting timeframes.

Appendix B – OMNIA Partners Exhibits

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Version January 12, 2024



Appendix B – OMNIA Partners Exhibits

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

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Appendix B – OMNIA Partners Exhibits

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

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Appendix B – OMNIA Partners Exhibits

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Version January 12, 2024



Stock is 100% owned by Johnson Health Tech Co. LTD. Therefore, the attached certificate does not apply.

Appendix B – OMNIA Partners Exhibits

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Notary Public section with fields for date, signature, and commission expiration.

Version January 12, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Mark Zabel
Printed Name of Authorized Agent

Mark Zabel
Signature of Authorized Agent

Global Chief Marketing Officer - President
Title

4/2/2024
Date

Johnson Health Tech North America, Inc.
Company Name



Appendix B – OMNIA Partners Exhibits

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

Version January 12, 2024



*NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE*

CERTIFICATE OF AUTHORITY

JOHNSON HEALTH TECH NORTH AMERICA CORPORATION

0400263672

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 12/23/2008 and was assigned identification number 0400263672. Following are the articles that constitute its original certificate.

- 1. Name:**
JOHNSON HEALTH TECH NORTH AMERICA CORPORATION
- 2. Registered Agent:**
GREGG SMITH
- 3. Registered Office:**
1092 LAKE PLACID DR
TOMS RIVER, NJ 08753
- 4. Business Purpose:**
FITNESS EQUIPMENT WHOLESALER & RETAILER
- 5. Incorporated Under the Laws of:**
WISCONSIN on 10/21/2008
- 6. Effective Date of this Filing is:**
01/01/2009

- 7. Main Business Address:**
1600 LANDMARK DR
COTTAGE GROVE, WI 53527



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 23rd day of December, 2008

A handwritten signature in black ink, appearing to read "R. David Rousseau".

R. David Rousseau
State Treasurer

Certification#

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



Appendix B – OMNIA Partners Exhibits

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

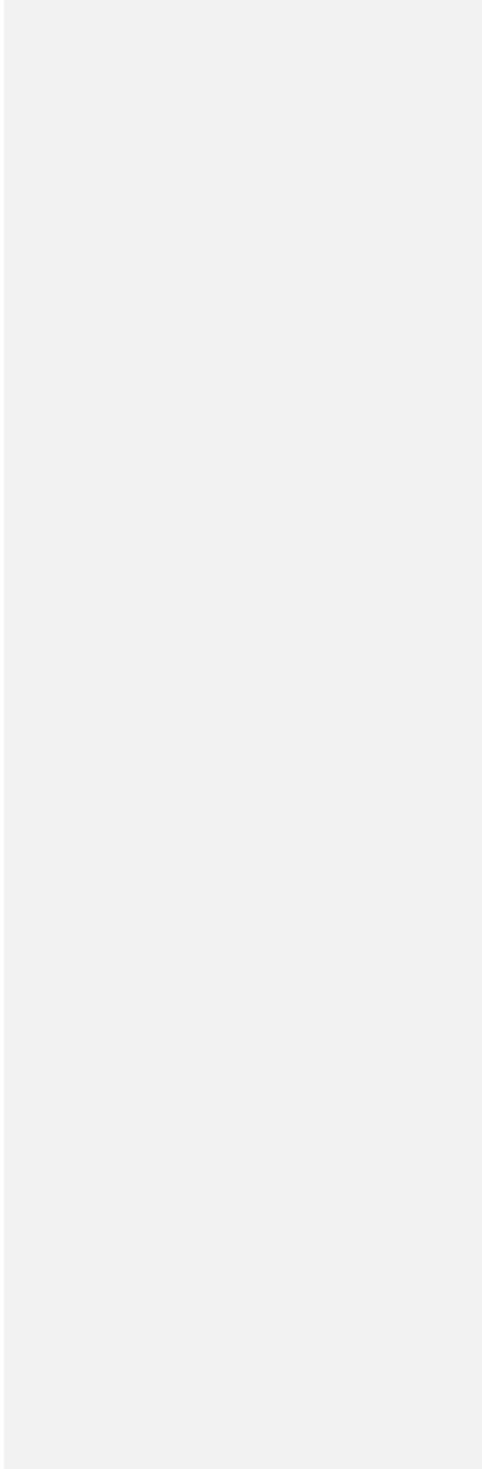
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kianna Neiger Title: HR Generalist II

Signature: *Kianna Neiger* Date: 03/29/2024

Version June 16, 2023





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

**ISSUANCE CERTIFICATE OF
EMPLOYEE INFORMATION REPORT**

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18



Certification 45829

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2021** to **15-AUG-2024**

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



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer



Appendix B – OMNIA Partners Exhibits

DOC #9

MACBRIDE-PRINCIPLES

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
	DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 230
	TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ VENDOR/BIDDER: Johnson Health Tech North America, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland, or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.3) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Mark Zabel
 Signature
 Mark Zabel - Global Chief Marketing Ofc-President
 Print Name and Title

4/2/2024
 Date

Version June 18, 2023



Appendix B – OMNIA Partners Exhibits

**Exhibit H
Advertising Compliance Requirement**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR

CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR

Version June 16, 2023





THANK YOU

MATRIX

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