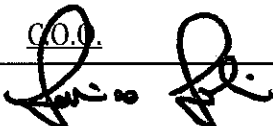


Tab 1 - Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>Technogym USA Corp</u>
Address	<u>700 Route 46 East</u>
City/State/Zip	<u>Fairfield, NJ 07004</u>
Telephone No.	<u>800-804-0952</u>
Fax No.	<u>206-623-1488</u>
Email address	<u>ffoli@technogym.com</u>
Printed name	<u>Federico Foli</u>
Position with company	<u>C.O.O.</u>
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2014, by and between National Cooperative Purchasing Alliance (“NCPA”) and Technogym USA Corp (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2014, referenced as Contract Number 08-06, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Athletic Supplies and Equipment;

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

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

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

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

- ◆ General Terms and Conditions
 - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
 - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
 - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
 - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
 - The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
 - ◆ **Fees and Reporting**
 - Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%

\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
NCPA Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.


National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: September 1, 2014

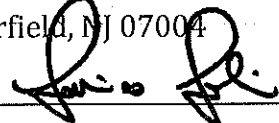
Vendor: Technogym USA Corp

Name: Federico Foli

Title: COO

Address: Route 46 East

Fairfield, NJ 07004

Signature: 

Date: 7/23/2014

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

- Louisiana Pennsylvania
 Maine Rhode Island

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

- American Samoa Northern Marina Islands
 Federated States of Micronesia Puerto Rico
 Guam U.S. Virgin Islands
 Midway Islands

- ◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**
 - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

- ◆ **Residency**
 - Responding Company's principal place of business is in the city of ___Fairfield___, State of ___NJ___

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

- ◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ Processing Information

- Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Eliot Malone
 Title: Accounting Specialist
 Company: Technogym USA Corp
 Address: 700 Route 46 East
 City: Fairfield State: NJ Zip: 07004
 Phone: 800-804-0952 Email: emalone@technogym.com

- Purchase Orders

Contact Person: Frederick Moulongo
 Title: Inside Sales Manager
 Company: Technogym USA Corp
 Address: 700 Route 46 East
 City: Fairfield State: NJ Zip: 07004
 Phone: 800-804-0952 Email: fmoulongo@technogym.com

- Sales and Marketing

Contact Person: Ed Hall
 Title: Area Sales Manager
 Company: Technogym USA Corp
 Address: 700 Route 46 East
 City: Fairfield State: NJ Zip: 07004
 Phone: 954-558-8158 Email: ehall@technogym.com

◆ Pricing Information

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

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

Yes No

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

Yes No

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

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Technogym USA Corp

- ◆ Brief history of your company, including the year it was established.

Technogym, the Wellness Company, is a world leader in the design and manufacturing of fitness equipment and solutions for private homes, fitness clubs, hotels, spas, rehabilitation centers, corporate gyms, universities, professional sports facilities and more. Technogym embodies the philosophy of Wellness, which calls for a balanced lifestyle through regular exercise, healthy eating and a positive mental attitude.

The company was founded in 1983 by wellness visionary Nerio Alessandri, who designed the first piece of Technogym equipment in his garage in Cesena, Italy. Since then the company has grown to become one of the world's leading manufacturers of state-of-the-art fitness equipment, renowned for its innovative and stylish design and next-generation technology.

With over 2,200 employees across 14 branches in Europe, the Americas, Asia, Middle East and Australia, Technogym exports 90% of its production to 100 countries. Every day, over 35 million people train with Technogym equipment in more than 65,000 Wellness Centers and 100,000 homes.

Technogym supplies champion athletes, teams and major sporting events and venues around the world. These include St George's Park; football teams AC Milan, Inter Milan and Juventus; the Ferrari F1 team; tennis star Rafael Nadal; as well as the Luna Rossa and Alinghi sailing teams. We have been the Official Fitness Equipment Supplier to five Olympics and Paralympics Games, including most recently the London 2012 Games.

- ◆ Company's Dun & Bradstreet (D&B) number.

965258551

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

Federico Foli – COO

Ronald Schaeffer - Controller

Bob Dethloff – National Sales Manager – Education & Athletics

- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.

The nature of our business does not require offices in each state. Instead, all states are supported by one corporate office in Fairfield, NJ.

*700 Route 46 East
Suite 200
Fairfield, NJ 07004*

Approximately 35 sales reps and managers provide sales coverage for the country working from home offices. Additionally, 3 service managers (East, West and Central) coordinate with the service provider network established in each state.

- List the names of key contacts at each with title, address, phone and e-mail address.

Robert Dethloff – National Sales Manager – Education & Athletics

Redondo Beach, California

rdethloff@technogym.com

310-595-4606

Jeff McManus – NE Sales Manager

Ocean, New Jersey

jmcmanus@technogym.com

732-768-8888

Ed Hall – SE Sales Manager

Davie, Florida

ehall@technogym.com

954-558-8158

Brody Jackson – Central Sales Manager

St Louis, Missouri

bjackson@technogym.com

314-413-2022

Tony Kowalczyk – West Sales Manager

Carlsbad, California

tkowalczyk@technogym.com

847-922-7191

Ted Harrison – East Service Manager

Seagrove, North Carolina

tharrison@technogym.com

206-755-4187

Walter Montet – Central Service Manager

Chicago, Illinois

wmontet@technogym.com

312-800-3059

Eric Carson – West Service Manager

Seattle, Washington

ecarson@technogym.com

206-321-4635

- ◆ Define your standard terms of payment.

Standard payment terms are 25% deposit, 65% 3 weeks prior to installing, and balance at install. Some businesses and institutions will qualify for net 30 terms based on credit worthiness and or their own procurement policies.

- ◆ Who is your competition in the marketplace?

Life Fitness, Matrix, Precor, Cybex and Star Trac

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- What differentiates your company from competitors?

Technogym is the industry leader in innovation and technology. 200 of the company's 2,200+ employees (almost 10%) make up the R&D team. Technogym also has the largest portfolio of commercial grade fitness equipment in the fitness industry. The design, ease of use and durability are recognized as "best in class".

- ◆ Describe how your company will market this contract if awarded.

Inclusion in the NCPA program will become a part of our sales presentation to those facilities that qualify to purchase from the agreement.

- ◆ Describe how you intend to introduce NCPA to your company.

The program would be rolled out to the entire sales force thru a series of conference calls/GoTo Meetings. The managers of the sales teams have already become familiar with the program thru Robert Dethloff's instruction and guidance.

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

The website is robust and allows guests to explore all of the various products available, but is not set up for e-commerce. Ultimately, customers are connected to the appropriate sales rep for their area and or market to discuss the most appropriate Technogym solution in a consultative way.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Our tech support call center located at the Technogym corporate office in Fairfield, NJ is open 9:00 AM to 7:00 PM Eastern, Monday – Friday. We also utilize an email system as an alternative to calling. Either method will generate a service order with the appropriate next steps taken. If still under warranty, a work order is generated for the corresponding service provider for that area. If out of warranty, customers are provided with their options for purchasing needed parts or contacting Technogym certified service providers directly.

- ◆ Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Environmental sustainability

Technogym Village: a project with a sustainable character



From our headquarters using clean electricity to reducing and recycling company waste: care for the environment guides everything we do on a daily basis.

The Technogym Village is the core of our eco-sustainability policy - a project inspired by the concepts of sustainable architecture and green building hallmarked by energy efficiency and workplace quality.

Eco-sustainability as in the use of natural resources

All the buildings in the Technogym Village are located to make the most out of natural elements. The factory faces north and this allows us to follow the path of the sun from dawn to dusk, enjoying natural heat exchange to keep cool in summer and warm in winter.

Thanks to an automatic system that opens windows under the roof and uses recycled air to keep interiors cool, even in summer, we can maintain a pleasant temperature without requiring air conditioning systems.

Eco-sustainability as in reuse

We reused the earth excavated during the construction of the factory to install natural barriers along the motorway side of the site.

This decision had two purposes:

- a visual purpose by recreating the soft outlines recalling our local hillsides
- a practical purpose in achieving natural sound-proofing, thereby isolating the Technogym Village from the surrounding environment.

Eco-sustainability as in energy saving

We dedicated considerable attention to the choice of equipment ensuring significant energy saving and low environmental impact.

The tools chosen to achieve this objective include:

- condensing boilers;
- heat recovery units;
- setting up an innovative photovoltaic panel application system;
- energy-saving lamps with continual brightness adjustment;
- low-consumption PC workstations.

The last two items ensure estimated savings of 106,920 kWh/year thanks to energy-saving lamps and 47,250 kWh/year for low-consumption PCs.

Eco-sustainability as in clean energy

Since 2008, Technogym® Spa only has been using clean electricity generated from renewable resources, thereby helping to reduce CO2 emissions. Our commitment will make it possible to reduce carbon dioxide emissions by 1,400,000 kg/year.

Eco-sustainability as in waste reduction and recycling

At Technogym we regenerate the fabrics used to clean our products and recycle toner cartridges, paper, cardboard and wood products. Our offices exclusively use recycled paper and we have reduced the use of paper to print instruction manuals by replacing them with digital documents.

Eco-sustainability as in the choice of the right partners

We carefully choose the partners and suppliers collaborating with us through an emphasis on certifications and component conformity certificates.

In line with our activities to promote, valorize and support our home territory, we preferentially work with local companies.

Environmental sustainability

Health for people and the planet

Recycling, power efficiency, reduced use of raw materials and packaging. These are the keywords inspiring our idea of eco-friendly products.

Recycling, renewable materials, energy efficiency and long-lasting products: this is how we translate the term “eco-sustainability”. Caring about people's health goes hand in hand with caring about our planet itself. This is why we are determined to implement practices that focuses on safeguarding the environment.

We choose materials that are renewable and safe for health

Our products are made from highly recyclable materials, representing more than 95% of their weight. The disassembly system itself ensures simple recovery of raw materials at the end of the product life cycle. Even packaging can be reused several times, thereby reducing the use of new packaging material.

The materials we select contain no toxic components and comply with the RoHS directive (legislation regulating the use of certain hazardous substances in electrical and electronic equipment).

The Excite+ line uses water-based instead of solvent-based paints and does not involve chrome plating.

Our products are made to last

Thanks to top quality materials, our products are long-lasting because they are less subject to wear. This means needing fewer spare parts and consequently reducing the use of raw materials and disposal of old products.

We focus on energy efficiency

Our products, where technically possible, are designed to ensure energy efficiency without compromising performance. The Excite+ cardio line includes SP (Self Powered) wireless versions capable of generating their own energy in order to work, while the Run Now treadmill, thanks to quality components working together efficiently, consumes 40% less energy.

We view eco-sustainability as part of our corporate culture

Our eco-sustainable policies do not only involve the production process but also target many daily spheres of activity:

- we regenerate fabrics to clean our products;
- we recycle toner cartridges, paper, cardboard and wood products;
- we use only recycled paper and have reduced the use of paper to print instruction manuals by replacing them with digital documents.

These daily actions, together with attainment of ISO14001 environmental certification, mean we can positively influence the behavior of our employees, suppliers and customers.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

We have included on the following pages our Business License for the State of Washington and Registration Certificate as we are yet a Washington corporation. Also included is our Registration Certificate for New Jersey since we reside there.

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

TECHNOGYM OF AMERICA CORP.

a Washington Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

UBI Number: 602 021 910

Date: March 16, 2000



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2-918895-0

State of Washington
Business Licensing Service

Office of the Secretary of State
Corporations Division

LEGAL ENTITY REGISTRATION

Unified Business ID #: 602 021 910
Business ID #: 1

Expires: 03-31-2015

TECHNOGYM USA CORP.
1191 2ND AVE #1800
SEATTLE WA 98101

Domestic Profit Corporation
Renewed by Authority of Secretary of State

By accepting this document the licensee certifies that information provided on the renewal was complete, true, and accurate to the best of his or her knowledge, and that the company will stay in compliance with all applicable Washington State regulations.



Director, Department of Revenue

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

TECHNOGYM USA CORP

0101029731

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on November 1, 2013.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628*



Certification# 0

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 6th day of February, 2014



*Andrew P Sidamon-Eristoff
State Treasurer*

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

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- Activity Balls
- Adapted Physical Education
- Archery
- Awards
- Badminton
- Baseball
- Basketball
- Basketball Balls
- Beanbags
- Bleachers & Benches
- Books
- Bowling
- Broomball
- Canopies
- Climbing
- Cones & Markers
- Curriculum
- Dance
- Disc Golf
- Discs
- Display Solutions
- Electronics
- Equipment Packs
- Exertainment
- Field Day
- Field Hockey
- Field Marking
- First Aid
- Fitness Assessment
- Fitness Equipment
- Flag Football
- Floor Hockey
- Flooring
- Football
- Game Standards
- Game Tables
- Games & Activities
- Golf
- Gymnastics
- Heart Rate Monitors
- Hoops
- Inflators
- Interdisciplinary
- Juggling
- Jump Ropes
- Lacrosse
- Locks & Lockers
- Mats
- Megaphones
- Movement
- Nets & Goals
- Nutrition
- Orienteering
- Outdoor Education
- Paddle Games
- Parachutes
- Park Equipment
- Pedometers
- Pinnies & Vests
- Playground
- Racquetball
- Rainbow Sets
- Rhythm Activities
- Ride-Ons
- Rugby
- Scooters

- Scoring Solutions
- Screamin' Colors
- Skateboarding
- Soccer
- Softball
- Stopwatches
- Storage
- Swimming
- Table Tennis
- Teachers Resources

- Team Building
- Teeball
- Tennis
- Tetherball
- Timers
- Track & Field
- UltraPlay
- Volleyball
- Whistles / Air Horns
- Wrestling Mats

Technogym will provide the following products and services under the umbrella/category of “Fitness Equipment”:

- Cardiovascular Equipment
- Medical Cardiovascular Equipment and Accessories
- Strength Training Equipment – Selectorized with weight stacks, Plate Loaded, Cable Driven, Hydraulic
- “Inclusive” Strength Equipment and Accessories (IFI Certified) for those with physical limitations
- Movement, Stretching & Functional Training Equipment
- Small Group Training Equipment
- Fitness Equipment Technology Hardware and Cloud Applications
- Staff/Instructor Training Specific to Technogym Equipment
- Free Weight Products (dumbbells, barbells, weight plates, kettle bells, etc) utilizing **Intek** products

All products and services provided are manufactured and supplied directly from Technogym with the exception of the free weight products where we utilize **Intek** as noted above.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume



Technogym References

Abilene Christian University - Student Recreation & Wellness Center

Contact: Brian J. Devost, M.S.Ed. - Executive Director

Abilene, TX

Phone: 757-373-1602

Email: bjd11a@acu.edu

Contact: Dr. Kerri Hart - Assistant Professor

Phone: 325-674-2334

Email: hartk@acu.edu

Excite Cardio with Visio, Selection Strength, Kinesis, Flexibility

2011 Install

\$500K in purchases

YMCA of Memphis & the Mid-South

Jerry Martin – COO

Memphis, TN

901-491-9158

Strength, Cardio, Movement, Stretching

2008, 2011, 2012, 2013 Installs

\$2 Million in purchases across 9 facilities

North Lexington YMCA

Hope Sizemore – Director

Lexington, KY

859-258-9622

Strength & Cardio Equipment

2012 Install

\$125K in purchases

University of South Florida - Campus Recreation

Aaron C. Craig, Assistant Director, Fitness

Tampa, FL

(813) 974-2971

Email: acraig2@usf.edu

Excite Cardio with Visio Web, iPod, & Netpulse (hardwired), Multi-hip, Kinesis One, and Flexibility

2011 Install Date

\$300K in purchases

www.technogymusa.com

830 4th Avenue South - Suite 300 Seattle WA 98134

Toll free: 800-804-0952 Phone: 206-623-1898 Fax: 206-623-1898 Email: info@technogymusa.com



Chapel Hill YMCA

Kevin Cragwell – Director
Chapel Hill, NC
919-442-9622
Strength and Cardio
2011 Install Date
\$200K in purchases

Wright Career College – Exercise Science & Training Centers

Oklahoma City, OK, Overland Park, KS
Contact: Dr. Adam John - Vice President / Corporate Director of Education
Phone: 913-220-8396 / Mobile: 913-951-1381
Email: ajohn@wbsemail.com
Excite Cardio, Selection Strength, Flexibility, Wellness System
2011 Install Dates
5 Locations totaling \$800K in purchases

- OMAHA, NB 202 K
- Overland Park, KS 167K,
- WICHITA, KS 177K
- TULSA, OK 166K
- OKLAHOMA CITY, OK 150K

College of Charleston

Charleston, SC
Eugene Sessoms – Director
843-953-5559
Excite Cardio
2013 Install Date
\$200K in purchases

Portland State University – Campus Recreation

Portland, OR
Alex Accetta, Campus Recreation Coordinator
Erin Bransford - Fitness Coordinator
503-725-2959
Excite Cardio, Element + Strength (Inclusive)
2010 Install Date
\$450K



YMCA – JF Hurley Family

Salisbury, NC

Ester Burgess, Wellness Director

704-636-0111

Excite Cardio, Strength, Group Cycles

Multiple install years since 2002, including a 2014 order

\$200K of total equipment

YMCA – Floyd County

New Albany, IN

Julie Calloway, Senior Wellness Director

812-283-9622

Strength, Cardio, Stretching, Group Cycle

Multiple installs years since 2009, including a 2013 order

\$300K of total equipment

www.technogymusa.com

830 4th Avenue South - Suite 300 Seattle WA 98134

Toll free: 800-804-0952 Phone: 206-623-1898 Fax: 206-623-1898 Email: info@technogymusa.com

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

We have tried to simplify the pricing as best we could. In general, except where denoted, we have extended the following discounts off of the list price for the 5 main categories provided on the price list:

- 34% = Cardiovascular Equipment
- 34% = Strength, Movement & Functional Training Equipment
- 15% = Technology Hardware & Cloud App Subscriptions
- 10% = Technology Specific Equipment and Technology Training
- 30% = All Intek Free Weight Products

Accessories, a few specialty products and a few specialty lines have different discount percentages as clearly marked.

The NCPA pricing shown also includes an extended warranty of 3 years parts and 3 years labors for all of the machines.

Freight/Transport & Installation costs ARE NOT included with the provided pricing and are computed at the time a specific proposal is generated.

WARRANTY TERMS

Limited to the original owner only

PRODUCT	LABOR	PARTS	SPECIFICATIONS
STRENGTH & MOVEMENT <i>Selection, Element +, Pure Strength, Easy Line, Flexability and all Kinesis Products</i>	3 Yrs.	10 Yrs.	Structural Frame - Coatings Excluded- Weight Stacks and Welded Moving Parts
		3 Yrs.	Plate Holders, Hardware, Guide Rods, Cams, Pulleys, Extension Mechanism and Brake System
		3 Yrs.	Pistons, Rotating Bearings, Bushings and Linear Bearings
		6 months	W & T: Cables, Upholstery, Springs, Handgrips, Wood Panels, Plastic Parts and other parts not listed
TREADMILLS <i>Run Now & Jog Now</i>	3 Yrs.	10 Yrs.	Structural Frame - Coatings Excluded
		5 Yrs.	Motor and Shock absorbers
		3 Yrs.	Rotating Bearings, Linear Bearings, Elevation Motor, Electric and Electronic parts
		2 Yrs.	or 15,000 miles, whichever is first, on Deck and Running belt
		6 months	W & T: Handgrips, Displays, Plastic Parts and other parts not listed
ALL OTHER Cardio Equipment <i>Synchro, Bikes, Stepper, Crossover, Top and Vario</i>	3 Yrs.	10 Yrs.	Structural Frame - Coatings Excluded
		3 Yrs.	Pedals, Footplates, Arms and Other Welded Moving parts
		3 Yrs.	Rotating Bearings, Linear Bearings, Alternators, Electric and Electronic parts
		6 months	W & T: Chain, Upholstery, Handgrips, Displays, Plastic Parts and other parts not listed
VISIO SCREENS	3 Yrs.	3 Yrs.	Touch Screen, iPod reader, Smartkey reader, Electric and Electronic parts
		6 months	W & T: External wires, Plastic Parts and other parts not listed
GROUP CYCLES	3 Yrs.	10 Yrs.	Structural Frame - Coatings Excluded
		3 Yrs.	Cranks, Flywheel, Handlebar, Seat Post, Handlebar Post
		2 Yrs.	Bottom bracket cartridge assembly, Pillow block bearings, Tension assembly
		1 Yrs.	Pedals
		3 months	W & T: Seat, Grip, Pedal Straps, Brake Pads

WARRANTY TERMS SPECIFICATION

Products are warranted from the date of installation and for the above specified duration.

All warranted parts will be installed by a qualified technician at no charge during the "Labor Warranty" period.

Support Hours are 9:00 am to 8:00 pm EST Monday to Friday, except for public and company holidays. A two-hour max return response is offered during the weekend by phone or Email. On-site support: If service by telephone is impossible for technical reasons, support will be provided on the facility's premises within the following 24 to 72 hours dependent upon time of call and time zone location.

Customer is responsible for normal preventative maintenance, a schedule of which can be provided at the time of installation. Consult technical support. Breakages due to misuse or attributable to voluntary action will be excluded.



Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Technogym continuously strives to provide or make available resources to ensure its customers achieve the success they are seeking with the Technogym solutions purchased. This is done through a variety of ways:

Customized Extended Warranty and Preventative Maintenance

While Technogym has already extended the standard warranty on its machines from 2 years parts and 2 years labor, to 3 years parts and 3 years labor (wear and tear items excluded) for customers who order through the NCPA program, we are also able to fully customize additional warranty offerings for each facility. Customers can choose additional years of parts, additional years of labor, add wear and tear parts to the warranty, etc. Customers can also purchase programs for onsite preventative maintenance at any frequency per year desired.

Additionally, if a facility has its own techs they wish to get certified to service the TG equipment after the labor warranty has expired, Technogym offers a certification program at the NJ corporate offices multiple times each year for techs to learn to repair and maintain Technogym equipment.

TG Direct

TG Direct is an online portal for all things Technogym from a mechanical standpoint. Customers can choose to have access to the site where they'll find everything from exploded drawings of each machine showing every part, to preventative maintenance schedules and equipment manuals for each product. It is a great resource to answer questions related to the physical machine and maximizing the ownership experience.

Wekinesis.com

Wekinesis is an incredible, ever evolving repository and online community for all things Technogym when it comes to movement and functional training. Training programs can be downloaded, trainers can contribute best practices, ask questions, keep in the know on local and global events, etc.

Technogym Marketing Department

Customers have access to Technogym's marketing department – a seasoned team dedicated to maximizing social media, leveraging photos, videos and graphics, compiling case studies, tracking notable installs, etc. The marketing department can assist with everything from grand openings, to “look what's coming soon” announcements, to marketing in-house competitions or special programs and events.

2D & 3D Layouts

Technogym provides all of its customers with complimentary 2D & 3D layouts to ensure correct spacing, ADA compliancy, and to better envision what the space will look like after the equipment has installed.



Equipment Leasing and Financing

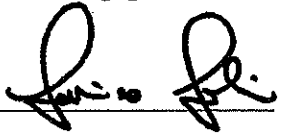
Technogym has partnered with De Lage Landen (DLL) globally to provide its customers with equipment financing solutions that are competitive and customized. DLL has a team dedicated to Technogym's US market who are readily available to explore financing options and determine the best program for each customer's budget.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Vendor: Technogym USA Corp

Bidder: 

Signature

Address: 700 Route 46 East

Federico Foli

Printed Name

Fairfield, NJ 07004

COO

Position with Company

Phone: 800-804-0952

Fax: 206-623-1898

Authorizing Official:

Signature

Printed Name

Position with Company

Clean Air and Water Act & Debarment Notice


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

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

Potential Vendor: Technogym USA Corp

Title of Authorized Representative: Accounting Manager

Mailing Address: 700 Route 46 East, Fairfield, NJ 07004

Signature: 

Contractor Requirements

Contractor Certification

Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

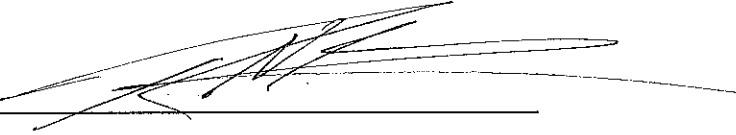
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

7/23/2014

Date