

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0108

Contract #: 20250208

Start date: 2/3/2025

End date: 5/30/2025

Amount: \$ 53,300.00

Contingency Amount: \$ 0.00

Department: Recreation & Parks

Total Contract Amount: \$ 53,300.00

Contract Type: Goods Purchase

Contractors Name: Keiser Corporation

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Orland Park Health and Fitness Center Keiser Spin Bike
Sole Source



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Keiser Corporation
RELATIVE TO THE VILLAGE'S PURCHASE OF Keiser Spin Bike Sole Source Purchase**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made February 3, 2025, by and between the Village of Orland Park (hereinafter referred to as "Village") and Keiser Corporation (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Goods to be Purchased: The Vendor agrees to and shall provide all of the Goods identified:
 on Vendor's Quote or Proposal Number 0041269 dated November 13, 2024 ("Quote"); or
 on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
2. Not to Exceed Payment: The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount not to exceed \$53,300.00 ("Contract Amount").
3. Compensation:
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 - Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 - Progress Payments:
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order: The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
 - B. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

1386083-01-1-6

4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Order as set forth in the Vendor’s Quote or Proposal Number 0041269 dated November 13, 2024 (Exhibit A)
 - Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
 - The Vendor’s Quote (Proposal), but not later than May 30, 2025.
 - The Village of Orland Park Purchase Order No. _____.
 (hereinafter the “Delivery Date”), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village’s designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

1386083-01-2-6

10. **Termination:** This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. **Venue and Choice of Law:** The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Charmaine O'Sullivan
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 1708-675-4545
 Facsimile: _____
 Email: cosullivan@ophfc.com

To the Contractor:

Name: Colby Mock
 Keiser Corporation
 2470 S Cherry Ave
 Fresno, CA, 93706
 Telephone: _____
 Facsimile: _____
 e-mail: colbym@keiser.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

1386083-01-3-6

combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

1386083-01-4-6

will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Keiser Corporation

By: E-SIGNED by Portlinn Pangburn
on 2025-04-18 00:06:38 GMT

Name: Portlinn Pangburn

CFO
Its

& Authorized Agent

VILLAGE OF ORLAND PARK

By: E-SIGNED by Jim Culotta
on 2025-04-18 20:05:38 GMT

Name: Jim Culotta

Title: Interim Village Manager

1386083-01-5-6

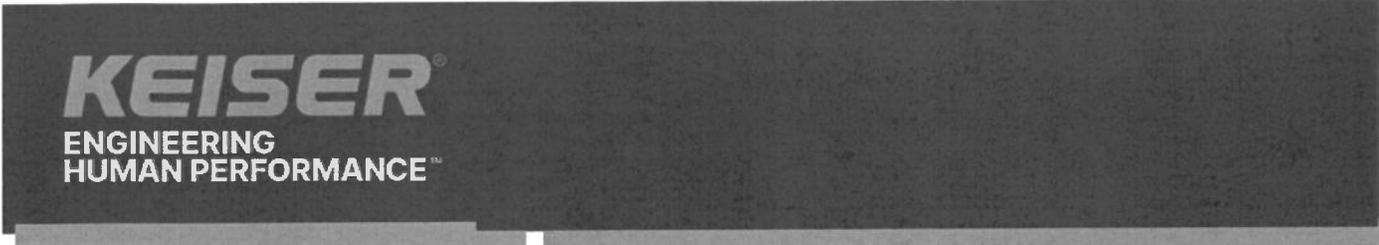
EXHIBIT A

[ATTACH]

Vendor's Quote or Proposal Number 0041269 dated November 13, 2024 or
Village's Purchase Order No. _____ dated _____

1386083-01-6-6

EXHIBIT A



Quote Number: 161052 - 10	Power Wellness Managment LLC	Orland Park Health & Fitness center
Date: 4/8/2025	851 OAK CREEK DR	15430 West Ave
Purchase Order:	Lombard IL 60148	Orland Park IL 60462
Sales Person: Colby Mock	US	U.S.A.
Valid Until: 4/18/2025	Maria Castanon-Power Wellness	Maria Castanon-Power Wellness
Desired Delivery: 5/19/2025	630.280.8515	630.280.8515

Quote Items				
Part #	Product	Quantity	Unit Price	Total Price
MOD-BIKE-001	FULLY ASSEMBLED BIKE CHARGE	23		\$750.00
005509BC	M3I STUDIO PLUS INDOOR CYCLE	23	\$2,035.00	\$46,805.00

<i>Equipment Subtotal:</i>	\$	\$47,555.00
+Parts:	\$	\$0.00
+Installation:	\$	\$0.00
+Shipping(Custom):	\$	\$5,745.00

Installation By: customer
 Deliver To: customer
 Shipping Type: Custom
 Currency: USD

<i>Subtotal Before Tax:</i>	\$	\$53,300.00
+ Tax:	\$	\$0.00

Total with Tax & Discounts: \$ 53,300.00

TERMS AND CONDITIONS PER AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND KEISER WILL APPLY.

Initial: _____

Payment Terms:

Please sign, date and fax the quote to our Fresno office. Terms are Net 30 from invoice date, subject to credit approval. Please include a copy of your tax exempt number, if applicable. Please include the quote number on all correspondence regarding this order. Ship dates are assigned on a first come, first served basis.

Shipping Terms:

The freight quote includes only the services outlined in the description area of the quote agreement. Construction delays, late pick ups, and/or changes to an order are required to be arranged with Keiser Corporation three weeks prior to ship date listed on the Sales Order Acknowledgement. If order is held at the loading dock at our Fresno, CA location for more than three business days, a storage fee of \$170 per day will be charged. Any additional labor, special moving equipment, special handling services, redelivery or storage will result in additional charges. Initial: _____

Installation:

Keiser will not be responsible for the structural integrity of the building for any wall or floor mounted equipment. It is the responsibility of the purchaser to ensure that said wall or floor is structurally prepared to properly secure said equipment while in use. [Reference attached document "INSTALLATION INSTRUCTIONS PERFORMANCE TRAINER" for more information.]

Initial: _____

Cancellation:

Cancellation of shipped orders, that are unopened and/or unused, will be charged a 15% restocking fee plus the return freight charges. Returned equipment will only be accepted by Keiser with prior written authorization, accompanied with a valid Return Authorization Number and within 30 days of the original ship date.

Standard Terms:

The use of any exercise equipment, including, without limitation, Keiser's strength training equipment in which resistance can be changed at anytime during the repetition, and any fixed gear bike, including, without limitation, the Keiser M3 bike, without proper instruction and supervision violates the terms of this agreement for purchase of such products. The ability to add resistance anytime during a repetition, including, without limitation, the ability to do a heavy negative may be dangerous, especially for anyone that does not recognize or respect the potential danger. The inability to stop pedaling on a fixed gear bike before the flywheel stops may also be dangerous to anyone riding, especially anyone that does not recognize or respect the potential danger. Therefore, users, agents, or anyone directing the use of said equipment shall determine the suitability of the product for its intended use, and said parties are specifically put on notice that they shall assume all risk and liability in connection herewith. This does not include liabilities arising out of, connected with, and/or relating to the design, manufacture, materials, or workmanship of any Keiser Product.

Instructions:

Please ensure you complete and return by either Fax or e-mail a copy of the signed quote to the sales rep noted above. Failure to do so could result in a delay of your shipment and may also incur additional shipping charges. Keiser will acknowledge your order and confirm your ship date within 48 hours of booking the order. All ship dates are assigned on a first come, first served basis. Quote is in U.S. dollars and does not include applicable duties, taxes and/or customs fees, which are the responsibility of the buyer. The customer is responsible for inspection of each unit and part for shipping damage at time of delivery or installation, and prior to signing receiving paperwork. If the customer signs an unqualified receipt for freight damage goods, the customer is solely responsible for the cost of the repair or replacement for such freight damage. The signing of this quote and /or the issuance of a purchase order acknowledge that the person authorized to purchase the products listed on this quote and /or listed on the purchase order has read and agrees to the terms of this quote. These terms are in addition to and supersede all other terms of this sale.

I have read and accept the terms of this quote.

Initial: _____

Payment Terms:

Please sign, date and fax the quote to our Fresno office. Terms are Net 30 from invoice date, subject to credit approval. Please include a copy of your tax exempt number, if applicable. Please include the quote number on all correspondence regarding this order. Ship dates are assigned on a first come, first served basis.

Shipping Terms:

The freight quote includes only the services outlined in the description area of the quote agreement. Construction delays, late pick-ups, and/or changes to an order are required to be arranged with Keiser Corporation three weeks prior to ship date listed on the Sales Order Acknowledgement. If order is held at the loading dock at our Fresno, CA location for more than three business days, a storage fee of \$170 per day will be charged. Any additional labor, special moving equipment, special handling services, redelivery or storage will result in additional charges. Initial: _____

Installation:

Keiser will not be responsible for the structural integrity of the building for any wall or floor mounted equipment. It is the responsibility of the purchaser to ensure that said wall or floor is structurally prepared to properly secure said equipment while in use. [Reference attached document "INSTALLATION INSTRUCTIONS PERFORMANCE TRAINER" for more information.]

Initial: _____

Cancellation:

Cancellation of shipped orders, that are unopened and/or unused, will be charged a 15% restocking fee plus the return freight charges. Returned equipment will only be accepted by Keiser with prior written authorization, accompanied with a valid Return Authorization Number and within 30 days of the original ship date.

Standard Terms:

The use of any exercise equipment, including, without limitation, Keiser's strength training equipment in which resistance can be changed at anytime during the repetition, and any fixed gear bike, including, without limitation, the Keiser M3 bike, without proper instruction and supervision violates the terms of this agreement for purchase of such products. The ability to add resistance anytime during a repetition, including, without limitation, the ability to do a heavy negative may be dangerous, especially for anyone that does not recognize or respect the potential danger. The inability to stop pedaling on a fixed gear bike before the flywheel stops may also be dangerous to anyone riding, especially anyone that does not recognize or respect the potential danger. Therefore, users, agents, or anyone directing the use of said equipment shall determine the suitability of the product for its intended use, and said parties are specifically put on notice that they shall assume all risk and liability in connection herewith. This does not include liabilities arising out of, connected with, and/or relating to the design, manufacture, materials, or workmanship of any Keiser Product.

Instructions:

Please ensure you complete and return by either Fax or e-mail a copy of the signed quote to the sales rep noted above. Failure to do so could result in a delay of your shipment and may also incur additional shipping charges. Keiser will acknowledge your order and confirm your ship date within 48 hours of booking the order. All ship dates are assigned on a first come, first served basis. Quote is in U.S. dollars and does not include applicable duties, taxes and/or customs fees, which are the responsibility of the buyer. The customer is responsible for inspection of each unit and part for shipping damage at time of delivery or installation, and prior to signing receiving paperwork. If the customer signs an unqualified receipt for freight damage goods, the customer is solely responsible for the cost of the repair or replacement for such freight damage. The signing of this quote and /or the issuance of a purchase order acknowledge that the person authorized to purchase the products listed on this quote and /or listed on the purchase order has read and agrees to the terms of this quote. These terms are in addition to and supersede all other terms of this sale.

I have read and accept the terms of this quote.

Initial: _____

Maria Castanon
Power-Wellness Management LLC
851 Oak Creek DR
Lombard IL 60148-6426

Reference: Quote# 152977-10

Re: Sole Source for Keiser Fitness Equipment. Keiser M3i Indoor Studio Plus Cycle

Dear Maria Castanon,

This letter is to certify that Keiser Corporation is the sole source supplier of the Keiser Studio Plus cycle; model 5506.

M3i Technical Information:

- Magnetic Resistance a eddy current, an electric current in a conducting material that results from induction by a moving or varying magnetic field
- On M Series equipment this is generated by two opposing magnets passing over the flywheel

Specifications

- Height: 45" / 1143 mm
- Width: 26" / 660.4 mm
- Length: 49" / 1244.6 mm
- Weight: 85 lbs. / 38.56 kg.

Features

- Bluetooth™ Wireless Technology
- Automatic backlit digital display
- V-shape frame and handlebar combo to accommodate all riders
- Rust-resistant design includes stainless steel hardware and rear flywheel
- Revolutionary re-designed Keiser Bike Pedal
- Quiet, low-maintenance magnetic-resistance belt-drive system
- Magnetic resistance delivers road-bike experience and ensures a smooth ride
- Lightweight and superior ease of transport
- With more than 300,000 M Series bikes sold, there's no more proven bike worldwide
- Robust adjustment knobs require less maintenance than cam-lock
- Four-way adjustable seat
- Water bottle holder
- Keiser Education and Certifications available
- Keiser open API and three software apps included at no extra charge

Respectfully,



Colby Mock
Keiser Southeast Manager



Sales Quote

Power Wellness Management, LLC
 851 Oak Creek Drive
 Lombard, IL 60148
 Phone: 630-785-5080 Fax: 630-785-5081

Quote Number:	0041269
Quote Date:	11/13/2024
Customer Number:	PALOS

Bill To:

Orland Park Health Fitness Ctr
 15430 West Avenue
 Orland Park, IL 60462

Ship To:

Orland Park Health Fitness Ctr
 15430 West Avenue
 Orland Park, IL 60462

Item Number	Unit	Quoted	Price	Amount
KEISER-005509BC Indoor Cycle M3I Studio+	EACH	23.00	\$2,035.00	\$46,805.00
INSTALL FEE	EACH	1.00	750.00	750.00
SHIP CHARGE	EACH	1.00	5,745.00	5,745.00

Subtotal: 53,300.00
Sales Tax: 0.00
Quote Total: 53,300.00



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 21st DAY OF March, 2025


Signature

Portlinn Pangburn, CFO

Printed Name & Title

Authorized to execute agreements for:

Keiser Corporation

Name of Company

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE POLICY

In consideration of the premium paid, it is understood and agreed that the policy is amended as follows:

The Insured is amended to include any person or organization the Named Insured is required to include as an additional insured on this policy by a written contract or written agreement in effect during this Policy Period and executed prior to the Occurrence of the Bodily Injury or Property Damage, hereinafter referred to as Additional Insured.

Notwithstanding the foregoing, no contract manufacturer of the Named Insured and no ingredient or part supplier of the Named Insured shall be included as an Insured or Additional Insured pursuant to this endorsement.

The insurance provided to the Additional Insured is limited as follows:

1. The person or organization is only an Additional Insured with respect to liability arising solely out of the Products Hazard or Completed Operations Hazard as defined and as specified in the Declarations.
2. In the event that the limits of liability under this policy exceed the limits of insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Liability stated in the Declarations.
3. This insurance does not apply to Bodily Injury or Property Damage arising out of the Products Hazard or Completed Operations Hazard as specified in the Declarations unless the Named Insured is required to provide such coverage by the written contract or written agreement but only for the period of time required by the written contract or written agreement and only for Bodily Injury or Property Damage, the entirety of which and the Occurrence causing such Bodily Injury and Property Damage happens during the Policy Period or on or after the Retroactive Date stated in the Declarations, arising out of the Products Hazard or Completed Operations Hazard as specified in the Declarations.
4. Any coverage provided by this endorsement to an Additional Insured shall be excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent or on any other basis.
5. Where no coverage is afforded under this policy for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.
6. This insurance does not apply to Bodily Injury or Property Damage arising out of the sole negligence of the Additional Insured.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

**GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE POLICY
SPECIFIED PRODUCTS AND COMPLETED OPERATIONS INSURANCE POLICY**

In consideration of the premium paid, it is hereby understood and agreed that the provision titled Subrogation is amended by the addition of the following:

Notwithstanding the foregoing, solely with respect to any Claim made against any Additional Insured covered hereunder, in the event of any payment under this policy, the Company waives all rights of subrogation against such Additional Insured provided the Named Insured has waived its rights of recovery against such Additional Insured in writing in a contract or agreement that was executed before the date such Claim was made.

All other provisions of the policy shall remain unchanged.

Contractual Risk Transfer Evaluation Summary

 Date 4/3/25

Vendor/Contractor Name: Keiser Corporation
 Contract/Project Name/ #: OPHFC Spin Bike Purchase
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Exercise Bike Purchase & Installation
 Contract/Project Summary: **OPHFC Spin Bike Purchase**
 Policy Expiration Date: 10/1/25

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$3m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: common carrier delivery	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other: common carrier delivery	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: Limited to Prod./Completed OPs. & Sole Negligence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA

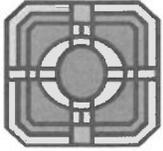
Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Good's Only Assembled Bikes delivered by Common Carrier

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0108

File ID: 2025-0108	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 01/30/2025
Agenda Entry: Orland Park Health and Fitness Center Keiser Spin Bike Sole Source Purchase	Final Action: 02/03/2025	

Title: Orland Park Health and Fitness Center Keiser Spin Bike Sole Source Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: Keiser Sole Source Letter, Orland Park Keiser Studio Bikes SO#41269, Sole Source Request Form Keiser Spin Bikes - OPHFC 1.27.25

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	01/30/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	02/03/2025	APPROVED				Pass

Text of Legislative File 2025-0108

..Title
Orland Park Health and Fitness Center Keiser Spin Bike Sole Source Purchase

History
The Orland Park Health and Fitness Center (OPHFC) offers 79 group exercise classes on a weekly basis. This includes 8 spin classes. Spin classes are high intensity, group indoor cycling workouts led by a certified instructor designed to strengthen and tone muscles while burning a high level of calories.

The OPHFC's spin bikes are 11 years old and in need of replacement. Repair parts are no longer available to maintain the bikes in a working condition.

Center staff seek to replace the bikes with 23 Keiser M31 Studio+ Indoor cycles, model #005509BC.

Staff seek to make this purchase directly from the manufacturer as a sole source purchase (sole source form attached). Keiser Corporation is the sole seller of Keiser M31 Studio+ spin bikes as documented in the attached.

While other fitness equipment vendors could purchase and resell this spin bike, this would be accompanied by a third-party mark-up. Additionally, the purchase would be at risk of refurbished equipment.

Attached, please find a quote obtained by Power Wellness in the amount of \$53,300 for the purchase, shipping and installation of 23 Kieser-005509BC Indoor Cycle M31 Studio+ cycle bikes. Power Wellness operates the OPHFC on the Village's behalf.

This purchase would be made utilizing OPHFC operating funds.

Financial Impact

Funds are available in 5209310 460180.

Recommended Action/Motion

I move to approve the sole source Goods Only contract with Keiser Corporation to purchase 23 Kieser Model 005509BC Indoor Cycle M31 Studio+ spin bikes at a cost not to exceed \$53,300 as specified in quote 0041269 dated 11/13/24

AND

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Recreation & Parks Date 1.27.25
Division (if applicable) Orland Park Health & Fitness Center
Description of Good/Service Keiser M31 Studio+ Indoor spin bike #00550BC
Manufacturer or Supplier Keiser Corporation
Dollar Amount \$53,300 Co-op Purchasing Contract # _____
Have Adequate Funds Been Budgeted For This Purchase? Yes No
Account number(s) 5209310 460180

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other _____

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

The Keiser M3 Studio+ Indoor spin bike has been identified by Orland Park Health & Fitness Center staff as high quality, durable spin bike with features necessary to successfully meet the need the

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- State of Illinois Joint Purchase Program
- NWMC/Suburban Purchasing Cooperative
- The GSA Schedules
- Sourcwell
- Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- Choice Partners Cooperative
- The Interlocal Purchasing System (TIPS)
- Purchasing Cooperative of America
- Good Buy Purchasing Cooperative
- Omnia Partners - Public Sector
- National Intergovernmental Purchasing Alliance
- The National Cooperative Purchasing Alliance
- HGACBuy
- Municipal Partnering Initiative (MPI)
- Midwestern Higher Education Compact
- National Purchasing Partners (NPPGov)
- 1Government Procurement Alliance (1GPA)
- National BuyBoard (BuyBoard)
- Other: _____

Requested By:

Name	Signature	Date
Staff Contact <u>Ray Piattoni</u>	<u>Ray Piattoni</u> Digitally signed by Ray Piattoni Date: 2025.01.27 18:00:57 -06'00'	<u>1.27.25</u>

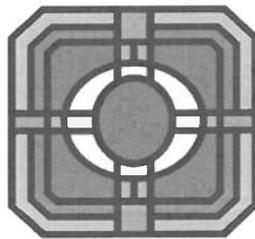
Department Head _____

Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A

Have you received a CRT summary from the Risk Manager? Yes No N/A

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, February 3, 2025

7:00 PM

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk Brian L. Gaspardo*

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2025-0108 Orland Park Health and Fitness Center Keiser Spin Bike Sole Source Purchase

The Orland Park Health and Fitness Center (OPHFC) offers 79 group exercise classes on a weekly basis. This includes 8 spin classes. Spin classes are high intensity, group indoor cycling workouts led by a certified instructor designed to strengthen and tone muscles while burning a high level of calories.

The OPHFC's spin bikes are 11 years old and in need of replacement. Repair parts are no longer available to maintain the bikes in a working condition.

Center staff seek to replace the bikes with 23 Keiser M31 Studio+ Indoor cycles, model #005509BC.

Staff seek to make this purchase directly from the manufacturer as a sole source purchase (sole source form attached). Keiser Corporation is the sole seller of Keiser M31 Studio+ spin bikes as documented in the attached.

While other fitness equipment vendors could purchase and resell this spin bike, this would be accompanied by a third-party mark-up. Additionally, the purchase would be at risk of refurbished equipment.

Attached, please find a quote obtained by Power Wellness in the amount of \$53,300 for the purchase, shipping and installation of 23 Kieser-005509BC Indoor Cycle M31 Studio+ cycle bikes. Power Wellness operates the OPHFC on the Village's behalf.

This purchase would be made utilizing OPHFC operating funds.

Trustee Riordan, Trustee Katsenes and President Pekau had comments. (refer to audio)

I move to approve the sole source Goods Only contract with Keiser Corporation to purchase 23 Kieser Model 005509BC Indoor Cycle M31 Studio+ spin bikes at a cost not to exceed \$53,300 as specified in quote 0041269 dated 11/13/24

AND

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7- Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

