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**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park Main Fire Station Overhead Door and Main Entrance Door Replacement**  
**Bid Number: 18-103**  
**Issuance Date: 3/14/2018**

**ADDENDUM #1**

**Village of Oak Park Main Fire Station Overhead Door and Main Entrance Door Replacement**  
**Bid Number: 18-103**

Below is the scope of work for the main entrance door replacement. These specifications are to be added to the Request for Bids #18-103 issued on Wed., March 14<sup>th</sup>, 2018.

- Remove and dispose of existing damaged material.
- Install new custom wide stile tall door & frame in dark bronze with 1/4 " clear tempered glass.
- 3 butt hinges.
- 1 dead latch.
- 1 panic bar exit device.
- 1 heavy duty door closer.
- 1 drop plate.
- 1 cylinder lock.
- 1 threshold.
- 1 door sweep.
- Install existing electric strike and door bell (if possible).
- 1 certified tech shall be AAADM.
- Installation shall be done during normal business hours.

- END -

**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park Main Fire Station Overhead Door and Main Entrance Door Replacement**  
**Bid Number: 18-103**  
**Issuance Date: 3/14/2018**

The Village of Oak Park will receive bids from overhead door companies to replace the existing overhead doors (not door operators/motors) and main entrance door at the main fire station, located at 100 N. Euclid, Oak Park, IL 60302. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 10:00 a.m. local time on Friday, March 30<sup>th</sup>, 2018. Bids will be reviewed in private (no public bid opening) and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park. *There will be a pre-bid walk-through at the main fire station, 100 N. Euclid on Wednesday, March 21<sup>st</sup>, 2018 at 10:30 a.m.*

Bids must be enclosed in a sealed envelope marked "Village of Oak Park Main Fire Station Overhead Door and Main Entrance Door Replacement".

Specifications and bid forms may be obtained at the Public Works Center at the address listed above or by calling the Building Maintenance Contract Coordinator, Alfredo Gutierrez at 708-358-5700 or by e-mail request to [fgutierrez@oak-park.us](mailto:fgutierrez@oak-park.us).

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

The documents constituting component parts of their agreement, comprised of pages, are the following:

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

**Submission of Bids**

The bid shall be submitted on the bid forms included herewith. The bid shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Alfredo Gutierrez, Building Maintenance Contract Coordinator  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**SECTION I**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES**

**Preparation and Submission of Bid:**

All bids must be delivered to the Public Works Center by the specified time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page. Electronic submission will also be accepted so long as the date and time of the e-mail is before the due date and time.

**Award of Agreement**

The agreement will be awarded in whole or in part to the responsible contractor whose bid, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a bid or entering into the applicable agreement.

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any contractor may withdraw its bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids, by signing a request therefore. No contractor may withdraw or cancel its bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of bids. The successful contractor may not withdraw or cancel its bid after having been notified that the bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill bid requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and bids. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its bid. The Village reserves the right to visit and inspect the premises and operation of any contractor.

**Rejection of Contractor**

The Village will reject any bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will

reject any bid from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

#### **Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a bid.

#### **Compliance with Applicable Laws**

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

#### **Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

#### **Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's bid. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

#### **Interpretation of Agreement Documents:**

Any contractor with a question about this bid may request an interpretation thereof from the Village. If the Village changes the bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the bid submission.

#### **Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

#### **Agreement**

The selected contractor shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the agreement bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

**Hold Harmless**

See attached form Agreement.

**Insurance**

See attached form Agreement.

**Termination of Agreement**

See attached form Agreement.

## SECTION II DETAILED SPECIFICATIONS

### GENERAL CONDITIONS

The Village of Oak Park is seeking bids from overhead door companies to install new Raynor (or equivalent) overhead doors at the main fire station located at 100 N. Euclid. The existing overhead door motors are relatively new and are not in need of replacement. Bidders shall exclude the cost of any new motors but shall take into account the need to incorporate the new OH doors with the existing motors. Also included in the scope of work is in-kind replacement of the existing main entrance door. New door shall include electric door strike incorporated into existing remote access system.

Below are more detailed specifications for the overhead doors:

- Qty. (6) 12'-2" X 14' Raynor TM175 ThermaSeal Polyurethane Foam Insulated Sections R16.4.
  - o 3" angle-mount tracks – standard lift
  - o Heavy-duty hardware – double end stiles
  - o 50K cycle springs – solid shaft
  - o Aluminum full-view section with insulated glass
  - o All sections painted fire engine red color (color TBD)
  - o Perimeter weather-seal
  - o Removal and disposal old doors
- Option: Qty. (6) Liftmaster Secondary 36" Entrapment Protection
  - o Installation and wiring into existing operator
  - o Provide 36" of effective coverage to increase the area of protection
  - o Maximum door width of 33'
  - o Eight (8) LEDs per side and 22 cross-beams produce an invisible curtain of infrared light for maximum detection capability.
  - o Solid LED lights indicate correct sensor alignment
  - o Green LED on receiver flashes when interrupted, providing visible interrupt detection.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

#### Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor with the Village and shall follow all appropriate and required building codes.

#### Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facilities. Contractor will take all necessary actions as directed by the Village in that regard.

**Material Storage:** The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

**Safety Precautions:** The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

**Damage to Property:** Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

**Daily Clean-up:** The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

### **Method of Payment**

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

### **Change Orders**

**Change Orders:** Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

**Emergency Changes:** Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

**Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

**Changes Due to Unknown Conditions:** The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

### **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.



### **Contractor's Representative**

The contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

### **Workers**

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

### **Time of Work**

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Superintendent.

### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

### **Mandatory Qualifications for Contractor's Personnel**

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Supervisors must be fluent in the English language and capable of reading and writing English.
3. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

### **OSHA Requirements**

1. Material Safety Data Sheets - Contractor selected shall furnish the Village of Oak

Park copies of Material Safety Data Sheets (MSDS), for all products used that require identification, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. Labeling of Hazardous Materials – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.

3. Caution Signs – Contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

SECTION III  
BID FORMS (Pricing)

The undersigned proposes to furnish all materials and labor required to complete the Work in accordance with the attached specifications and at the prices indicated below.

BASE BID: Total lump sum cost to furnish and install new overhead doors.

\$ 26,711.00

Total lump sum cost to install new front door

\$ 3,165.00

OPTION (Alt.#1): Total lump sum cost for Alt#1:

\$ 2,700.00 intrapment protection \$1,890.00 Additional  
(2) operators

Bid Signature:

Timothy W. Howard

State of Illinois )

County of Joliet )

Timothy W. Howard,  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their bid from the agreement specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: March / 28 / 2018  
Organization Name  
(Seal - If Corporation)

Kinematrix, Inc. & B.A.  
Door Systems Inc.

By:

Timothy W. Howard  
Authorized Signature

209 Corporate Lane Suite 159  
Naperville IL 60563  
Address

630-250-0101  
Telephone

Subscribed and sworn to before me this 28<sup>TH</sup> day of MARCH,  
2018.

Linda M Markwell in the State of ILLINOIS. My  
Commission  
Notary Public

Expires on 8 / 5 / 2018



In compliance with the above, the undersigned offers and agrees, if his/her bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY Village of River Forest  
ADDRESS 400 PARK Ave  
River Forest IL 60306  
CONTACT MARK JANOPoulos  
PHONE 708 366 8500 x 358

WORK PERFORMED Overhead Sectional door

MUNICIPALITY Village of River Grove  
ADDRESS 2601 Thatcher  
River Grove IL 60171  
CONTACT Jeannie Walsh  
PHONE 708.906.0781

WORK PERFORMED Village Hall Exterior doors  
and automatic door operators

MUNICIPALITY Village of Hinsdale / Water Plant  
ADDRESS 217 Symonds Dr  
Hinsdale IL 60521  
CONTACT Jim Piontkowski  
PHONE 630.878.2015

WORK PERFORMED Pedestrian Door and Frame  
and hardware

SECTION IV

CONTRACTOR CERTIFICATION

Konlematic Inc DBA  
Door Systems, Inc, as part of its bid on an agreement for

(Name of Contractor selected)

Installation of new overhead doors and front door for the Village of Oak Park main fire station, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Timothy W. Howard  
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 28<sup>TH</sup> day of MARCH, 2018.

Linda M Markwell  
Notary Public's Signature

- Notary Public Seal -



SECTION V  
TAX COMPLIANCE AFFIDAVIT

Timothy W. Howard, being first duly sworn, deposes and says:

that he/she is Business Services Manager of  
(partner, officer, Village, etc.)

Konematic, Inc. DBA Door Systems Inc.  
(Contractor selected)

The individual or entity making the foregoing bid or bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

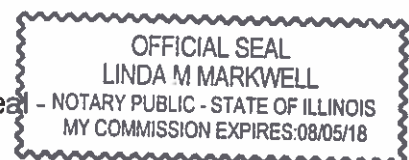
Timothy W. Howard  
By:  
Its: Business Services Manager  
(name of contractor if the contractor is an individual)  
(name of partner if the contractor is a partnership)  
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 28<sup>TH</sup> day of MARCH, 2018.

Linda M Markwell  
Notary Public's Signature

- Notary Public Seal -



**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.



SECTION VI  
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

**A. Corporation:**

The contractor is a corporation, legally named KONEMATIC, INC DBA Door Systems, Inc and is organized and existing in good standing under the laws of the State of Delaware. The full names of its officers are:

~~President~~ Mark Oyos General Manager

Secretary ERIC CUNNO

Treasurer and Vice President Kenneth E. Schmid, Jr

Registered Agent Name and Address: Corporation Service Company

801 Adelai Stevenson Drive Springfield IL 62703  
The corporation has a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is \_\_\_\_\_, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The contractor is a partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description

of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Village



# Door Systems

A KONE Company

2019 Corporate Lane Suite 159  
Naperville, Illinois 60563  
1.800.843.3667


## WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF KONEMATIC INC. d/b/a DOOR SYSTEMS, INC.

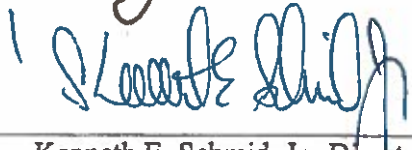
The undersigned, being all of the Directors of Konematic Inc. d/b/a Door Systems, Inc., a Delaware corporation (the "Corporation"), acting in accordance with Section 141(f) of the Delaware General Corporation Law, hereby adopt and ratify the following resolutions by written consent in lieu of the annual meeting of the Board of Directors of the Corporation:

RESOLVED, that any one of the following officers and representatives of the Corporation are hereby authorized to submit quotations, proposals, affidavits and commitments to enter into contracts, contract renewals and bids, including but not limited to maintenance and construction jobs, and to execute said contracts until such time as the Board of Directors revokes such authority:

General Manager, Mark Oyos  
Vice President and Treasurer, Kenneth E. Schmid, Jr.  
Secretary, Eric Cannon  
Assistant Treasurer, Michael P. Bauschka  
Business Services Manager, Timothy W. Howard  
Service Business Leader, Timothy Ahrendsen  
Installation Business Leader, Joel Miner  
Controller, Casey Banks  
Authorized Representative, Joseph Kang

Dated February 23, 2017.

  
Larry G. Wash, Director

  
Kenneth E. Schmid, Jr., Director



**SECTION VII  
COMPLIANCE AFFIDAVIT**

I, Timothy W. Howard, (print name) being first duly sworn on oath depose and state:

1. I am the (title) Business Services Manager of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Timothy W. Howard

Name and address of Business:

Kwik-Matic Fire & Alarm Door Systems, Inc.  
209 Corporate Lane Suite 154 Naperville, IL 60563

Telephone

630 250 9001

E-Mail

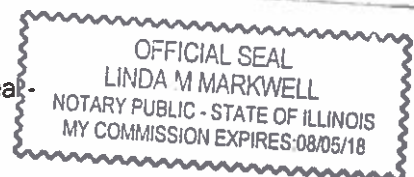
timothy.howard@kwik-matic.com

Subscribed to and sworn before me this 28<sup>TH</sup> day of MARCH, 2018.

Linda M Markwell

Notary Public

- Notary Public Seal -



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION VIII  
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: KOLEMATIC, INC. ABA Door Systems INC.

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

85 Number of full-time employees

\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: Timothy W. Howard

Date: 3-28-2018

## EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Konematic, Inc DBA Door Systems, Inc  
 Total Employees 92

See Attached.

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

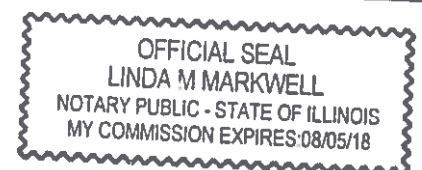
This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Timothy W. Howard, being first duly sworn, deposes and says that he/she is  
 the Business Services Manager  
 (Name of Person Making Affidavit)  
 (Title or Officer)  
 of Konematic, Inc DBA Door Systems, Inc.  
 and that the above EEO Report information is true and accurate and is submitted  
 with the intent that it

be relied upon. Subscribed and sworn to before me this 28<sup>TH</sup> day of MARCH, 2018.

Linda M Markwell  
 ( Signature )

3-28-2018  
 ( Date )



**SECTION IX**  
**NO BID EXPLANATION**

If your company does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Thank you.

Bid Name:     Project No. 18-103

**Village of Oak Park Main Fire Station Overhead Door and Main Entrance Door Replacement**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_







Male							Male Total	Grand Total
Asian/Pacific Islander	Black	Hispanic	Not Applicable (Non-U.S.)	Not Specified		White		
				Specified	Not Specified			
0	0	0	0	0	0	2	2	9
0	1	3	0	0	0	37	42	42
0	0	1	0	1	0	8	10	11
0	0	0	0	0	0	0	0	0
0	0	3	0	1	0	5	9	9
1	0	0	0	1	0	8	10	12
0	0	0	0	1	0	0	1	1
0	0	1	0	0	0	2	3	3
0	0	0	0	0	0	4	4	5
1	1	8	0	4	0	66	81	92



# Proposal

<b>Date:</b>	3/26/2018	<b>Bid No:</b>	JG03261
<b>Bill To:</b>	Village of Oak Park Dept. Public Works 201 South Blvd. Oak Park, IL 60302	<b>Job Site:</b>	Oak Park Fire Department 100 N. Euclid Oak Park, IL 60302
<b>Authorizer:</b>	Alfredo Gutierrez	<b>Site Contact:</b>	Alfredo Gutierrez
<b>Phone:</b>	708-358-5700	<b>Phone:</b>	708-358-5700
<b>Email:</b>			
<b>Fax:</b>			

**Door Systems respectfully submits the following solution for your review and approval:**

We will provide labor and/or materials to perform the following:

Six (6) 12'2" Wide x 14' High CHI Model 3216 Insulated Overhead Sectional Door \$26,711.00

- Insulated steel panels - Red Powder Coat - Aluminum full view section with insulated glass
- Heavy industrial duty galvanized steel 3" standard lift track and hardware
- Steel ball bearing rollers - Designed for high cycle
- Torsion spring counter balance assembly 50K with solid shaft
- Vinyl perimeter weather seals
- Reconnect existing motor operator
- Removal & haul away of existing doors

Options:

Install (2) new Lift Master draw bar operators 115v/1ph with safety eyes on East doors.....\$1890.00

All (6) doors to have Lift Master Secondary36" Intrapment Protection.....\$2700.00

Note: Above entrapment protection safety beams require logic 5 type operators)

\*\*\* One year parts and labor warranty \*\*\*

<b><u>Total Investment Required to Implement the Proposed Solution</u></b>	
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**Exceptions/Exclusions:**

1. Door Systems shall be allowed uninterrupted and exclusive access to the appropriate openings and work areas
2. All work is to be performed during normal business hours unless otherwise stated above
3. Any additional work and/or recommendations identified before, during or after the execution of the above scope will be quoted separately
4. Pricing and acceptance are based upon the Terms and Conditions which are attached.

**Billing Terms: Billed in full when completed**

**This proposal expires on: June 18, 2018**

**Accepted By:**

**Submitted By:**

_____ Signature
_____ Full Legal Name of Client Representative (printed)
_____ Title
_____ Date

<i>Jon Gorecki</i> _____ Signature
Jon Gorecki _____ Door Systems Representative (printed)
Senior Sales Consultant _____ Title
3/26/2018 _____ Date

# Door Systems

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. This Agreement, upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Door Systems. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Door Systems.
2. This Proposal is subject to acceptance by the Customer within 60 days from date shown on the quote. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Door Systems credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Door Systems may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Door Systems reserves the right to add to any account outstanding more than 30 days interest at 11/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Door Systems including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. Customer shall pay Door Systems, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Door Systems is required to pay in connection with the services or materials furnished hereunder.
5. The contract stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Door Systems any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
6. Door Systems shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Door Systems, Door Systems shall be excused from furnishing said materials or equipment and be reimbursed for the difference between costs of materials or equipment unavailable and the cost of an available reasonable substitute.
7. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to lead paints & asbestos, upon, beneath, about, or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with the Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Door Systems and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon, arising out of or in any way relating to exposures to, handling of, or disposal of any hazardous materials or substances, including but not limited to lead paints & asbestos, in connection with the services performed hereunder. Door Systems shall have the right to suspend its work at no penalty to Door Systems until such product or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted.
8. If accepted orders are cancelled by Customer, Customer will reimburse any and all costs, expenses and losses incurred as a result of order acceptance.
9. Door Systems extends the manufacturer's warranties on all parts and materials it supplies and warrants labor to meet industry standards for a period of thirty (30) days from the date performed unless otherwise stated in this proposal. Door Systems expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific service work done by Door Systems. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
10. DOOR SYSTEMS SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DOOR SYSTEMS. IN NO EVENT WILL DOOR SYSTEMS LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DOOR SYSTEMS FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
11. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for costs, damages, and expenses caused thereby. Each of us agrees to defend and hold harmless the other party, its officers, directors, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, caused by the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
12. This Agreement is governed by and construed in accordance with the laws of the State of Illinois