
ORLAND FIRE PROTECTION DISTRICT



**INVITATION TO BID
ULTRASONIC CLEANING UNIT**

ISSUED

February 28, 2025

BID OPENING

**March 14, 2025
9:00 A.M.**

**9790 WEST 151 STREET
ORLAND PARK, ILLINOIS 60462**

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I – INSTRUCTIONS TO BIDDERS

SUMMARY

The Orland Fire Protection District (the “District”) is soliciting bids for the purchase of an ultrasonic cleaning unit.

CONTACT PERSON

Lieutenant Robert Griffin
Orland Fire Protection District
9790 West 151st Street
Orland Park, Illinois 60462
Phone : (708)873-2705
Fax : (708)349-0354
Email : r.griffiniii@orlandfire.org

QUESTIONS

Bidders may, in writing, ask questions or request clarification about this Invitation to Bid (the “ITB”). Only written inquiries directed to the contact person listed above will be given consideration.

No oral comments will be made to any Bidder as to the meaning of the Bid Specifications or other contract documents.

Before the bid opening, the District will make available to the public answers to questions or any modifications or additions in the form of a written addendum. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder should have been aware and the District will reject all claims related thereto. Information other than in the form of a written Addendum issued by the District from any officer, agent, or employee of the District or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder’s failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

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BID SPECIFICATIONS

Purchase of an ultrasonic cleaning system designed for personal protective equipment which is submerged into a system for cleaning.

- Stainless steel tank and frame
- Built-in thermostatically controlled heat
- Digital timer-controlled ultrasound
- 4000 Watts Peak Ultrasonics
- Self-contained ultrasonic generators
- Dual cartridge filtration with spray bar return
- 20 micron-primary stage
- 10 micron -secondary stage
- (3) #9 D basket, 16"x 20"x 12" with 5" handles
- (3) basket lid, 16"x20" hinged
- (1) digital ph. meter
- (10) sets of 10- and 20-micron disposable filters (1 year supply)
- (20) gallons of ultrasonic cleaner solution (1 year supply)

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BID SUBMISSION REQUIREMENTS

SEALED BIDS REQUIRED

Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered. In order to be responsive, SEALED BIDS must be signed and received by the District in the Office of the Fire Chief, 9790 West 151 Street, Orland Park, Illinois 60462, **not later than 9:00 a.m., local prevailing time on March 14, 2025.** All sealed bids must be submitted to the District Fire Chief's Office, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time.

COPIES

Bidders must submit **three (3) complete, sealed, signed, and attested hardcopies of the bid.** One (1) hardcopy shall be an *original unbound* version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an *original bound* version, marked "Original" and must contain original signatures. The final hard copy shall be a complete, identical, *bound copy* of the bid. Bids shall include all requested information, forms, affidavits, and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

COMPLETED FORMS

Bidders shall provide all the information requested in *Section II* of this ITB.

Bidder Summary Sheet – *Section II* includes the Bidder Summary Sheet which must be completed and submitted with the bid. Prices must include all permits, insurance, equipment, plant facilities, work, and expenses necessary to perform the work in accordance with the Bid Specifications. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the District is exempt.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized, and submitted with the bid.

References – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant District permission to contact said references and ask questions regarding prior work performance. District may use the information gained from Bidder's references to further evaluate Bidder responsibility.

WITHDRAWAL OF BIDS

Once submitted, no bid may be withdrawn without the District's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the District opens them.

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OTHER

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the District and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Fire Chief's Office at the above address and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

Assignment – The successful Bidder shall not assign the work without the prior written approval of the District.

Bid Price - The submitted bid prices shall include all pricing necessary to provide the items in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the District is intended to describe a particular manufacturer's product.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the District, approved by the District Board of Trustees prior to acceptance of the Change Order.

Compliance with Laws – The Bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and District governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Bidders and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Bidders are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Bidders are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the District is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the District Manager. Based upon the public nature of these ITBs, where applicable, a Bidder must inform the

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District, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the District issues a written Notice to Proceed to the successful Bidder. In order to receive said Notice, the successful Bidder shall submit to the District for its approval all the necessary contracts, bonds, and insurance. District approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the District and the Notice to Proceed.

The District reserves the right to terminate the relationship with the successful Bidder if these documents are not submitted to and approved by the District within ten (10) days of notice of bid award. *Section III* includes a sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the District within ten (10) business days of notice of bid award (hereinafter referred to as the “Contract”). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Equals - Any references in this ITB to manufacturer’s name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Equipment and materials are specified, but bids on other makes will be considered, provided each Bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the Bidder intends to furnish the item specified and does not propose to furnish an “equal.” The District hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a bid, Bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the District and deficiencies shall be corrected by the successful Bidder under its warranty immediately upon notification from the District.

Indemnification - The successful Bidder shall indemnify, defend and hold harmless the District, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Bidder, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the District, its trustees, officers, directors, agents, employees, representatives and their assigns shall have

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the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements, and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Bidder shall not make any settlement or compromise of a lawsuit or claim or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the District and any other indemnified party. The District or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Bidder shall promptly reimburse the District or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the District or other indemnified party in connection therewith.

Inspections – The District's Fire Chief or his designee reserves the right to make any inspections at any time.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, e-mail invoices to k.sullivan@orlandfire.org and include the following information:

- Successful Bidder's Name and address
- The District's Purchase Order number
- Dollar Amount Being Requested
- Current invoice amount

All Bid prices shall be on a F.O.B. Orland Park, IL, and acceptance basis at the Purchaser's specified location. This price shall be complete and include warranty. Payment shall be made in accordance with these specifications and the Bid Proposal submitted by the Bidder. Payment shall be made upon acceptance of the vehicle and equipment specified under these specifications. All bid prices and conditions must be specified on the bid proposal form. Bid prices shall be valid for at least thirty (30) days from the date of the bid opening or as otherwise specified on the bid proposal form. Full payment shall be made as unit is received, inspected, and found to comply with the procurement specifications.

Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to this work, the successful Bidder must complete the District's Sales Tax Exemption Number Authorization Form. The successful Bidder may email k.sullivan@orlandfire.org for a copy of this form.

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EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the District and other purchasers with the Bidders.

The District reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The District reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the District, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the District, may be considered non-responsive and may be rejected.

The District award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the District's Board of Trustees.

The District may elect to enforce its Local Vendor Purchasing Policy as specified in *Section III, Exhibit A*. The District may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities, and financial resources to complete the contract in a satisfactory manner within the required time. The District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request.

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BID SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items:

- A. **Three (3) sealed hard copies of the bid:** Not later than the bid opening, Bidders must submit three (3) complete, sealed, signed, and attested hardcopies of the bid.

Submit your bids in one (1) envelope labeled Ultrasonic Cleaning Unit in the lower left-hand corner and addressed to:

Orland Fire Protection District
Attn: Fire Chief
9790 West 151st Street
Orland Park, IL 60462

- B. **Signed and completed forms** from *Section II*:

1. Bidder Summary Sheet
2. Affidavit of Compliance

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Ultrasonic Cleaning Unit

Business Name: _____

Contact Person Name and Title: _____

Address (Street, City, State, and Zip Code): _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

GRAND TOTAL BID: \$ _____

Estimated days to complete _____

**This price proposal is valid for *at minimum* sixty (60) calendar days.
from the date of bid opening.**

Name: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _____, as _____
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)
and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Bidder is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation _____ (State of Incorporation) _____ (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Bidder is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY COMPLIANCE: Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103

(M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Bidder shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as

provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes [] No []

Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the requirements specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This _____ Day
Of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: _____
(Enter Name of Business Organization)

1. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

2. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

3. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

III – EXHIBITS

**EXHIBIT A
LOCAL VENDOR PURCHASING POLICY**

The Orland Fire Protection District (District) believes it is important to provide local vendors with opportunities to provide goods and services to the District. This belief is based upon the fact that the active uses of commercial properties in the District benefits the community through stabilization of the property tax base and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the District wishes to provide local vendors with preferential treatment when competing for contracts with the District. A local vendor is defined as a business that has an actual business location within the corporate boundaries of the District and is licensed, if applicable. The District will not award a contract to a local vendor when the difference between the local vendor’s bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the District reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 – 1,000,000	1.50%
\$1,000,000 – 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor’s bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall only apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the District shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the District with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than District monies. Specifically, the Policy shall not apply in any situation where the District has received a grant or otherwise received a source of funds other than its own funds.