



# **VILLAGE OF HOFFMAN ESTATES**

## **Department of Public Works**

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### **BID DOCUMENTS**

#### **2025 FIRE HYDRANT PURCHASE**

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**BID OPENING DATE:** May 20, 2025

**BID OPENING TIME:** 11:00 a.m.

**BID DEPOSIT:** Bid bond for 5% of the total bid amount

*PREPARED BY*  
*Village of Hoffman Estates*  
*Department of Public Works*  
*2305 Pembroke Avenue, Hoffman Estates IL. 60169*  
*847.490.6800*

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# HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for the purchase of fire hydrants in 2025. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Minimum specification requirements must be met or exceeded.

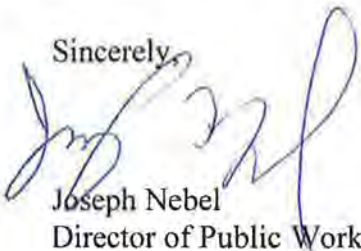
**Please note the following are required (also see special provisions):**

- a) A bid bond for 5% of the total bid amount.

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village.

If you have any questions with regards to these bid documents, please contact Tyler Wintz, Water Construction Supervisor, at [Tyler.Wintz@vohe.org](mailto:Tyler.Wintz@vohe.org) or 847.490.6800.

Sincerely,



Joseph Nebel  
Director of Public Works

VILLAGE OF HOFFMAN ESTATES  
**NOTICE TO BID**

The Village of Hoffman Estates Department of Public Works is soliciting bids, as described in these documents, for:

**2025 FIRE HYDRANT PURCHASE**

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **May 20, 2025 at 11:00 AM**. All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information:

Company's Name  
Company Address  
Name of Bid ("2025 FIRE HYDRANT PURCHASE")  
Date and Time of Bid Opening

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting Tyler Wintz, Water Construction Supervisor, at [Tyler.Wintz@vohe.org](mailto:Tyler.Wintz@vohe.org) or 847.490.6800.

The Village of Hoffman Estates strongly encourages minority firms and women's business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women's firms.

The Village reserves the right to reject and/or award any and all bids, or parts thereof, and to waive formalities and technicalities according to the best interest of the Village.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

5/2/2025  
DATE

  
Patty Richter, Village Clerk

TO BE PUBLISHED ON 5/5/2025 PADDOCK PUBLICATIONS  
(DATE)

**NOTE: THIS FORM MUST BE NOTARIZED**

**RETURN WITH BID**

**VILLAGE OF HOFFMAN ESTATES  
BID CERTIFICATE FORM**

RE: Certification of bidder, compliance with the Illinois Criminal Code

I/We hereby certify that, \_\_\_\_\_ (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

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

Name/Title: \_\_\_\_\_ (please print)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_ (Notary Public)

Commission Expiry: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

**THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.**

**FIRE HYDRANT PURCHASE  
PROPOSAL FORM**

The undersigned, having examined the specifications, the site of work, and all conditions affecting the cost of performing the work, hereby proposes to furnish all labor, equipment, and material and to perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to proposed equipment, have been included with this proposal form.

It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

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Name of Bid: \_\_\_\_\_

Company Name: \_\_\_\_\_

Bidder Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

| Hydrant Type      | Unit Price | Quantity | Total |
|-------------------|------------|----------|-------|
| 5.5 ft bury depth |            | 10       |       |
| 6.0 ft bury depth |            | 5        |       |
| 6.5 ft bury depth |            | 2        |       |

Total combined cost (including shipping): \_\_\_\_\_

May additional hydrants be purchased at the prices listed above: \_\_\_\_\_ (Y/N)

**INFORMATION ON THIS FORM IS MANDATORY. PLEASE INCLUDE THREE COPIES WITH YOUR BID DOCUMENTS.**

**FIRE HYDRANT PURCHASE  
REFERENCES**

**BIDDER NOTE:** List five (5) references where like-services have been performed in comparable scope. Like-services would include other municipalities, park districts, county and state agencies, large companies, etc. References are mandatory.

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

APPROXIMATE DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

APPROXIMATE DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

APPROXIMATE DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

APPROXIMATE DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

APPROXIMATE DATE: \_\_\_\_\_

## **FIRE HYDRANT PURCHASE INSTRUCTIONS TO BIDDERS**

The general rules and conditions which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's own risk. By submitting a bid, it is assumed by the Village that the vendor has familiarized themselves with all conditions and intends to comply with them unless otherwise noted.

### **FORMS**

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

### **ALTERNATE/MULTIPLE BIDS**

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of sufficient quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

### **RECEIVING OF BIDS**

Bids received prior to the time of opening will be securely kept unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived. No bid received thereafter will be considered. No responsibility will be assumed by the Village or the Village Clerk for premature or non-opening of bids not properly addressed and identified, except otherwise provided by law.

### **LATE BIDS**

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery of bid proposals. Mailed bids which are delivered after the specified time will not be accepted regardless of post marked time on the envelope.

### **BIDS BY FAX**

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

### **ERROR IN BIDS**

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the Bidder will not be relieved from errors in bid preparation. Erasures in bids must be explained over signature of Bidder.

## WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the Village Clerk prior to the specified time of opening. After opening, the Bidder cannot withdraw or cancel their bid for a period of sixty (60) calendar days or such longer time as stated in the bid documents.

## CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

## PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

## AWARD OR REJECTION OF BIDS

The Village reserves the right to award and/or reject any and all bids, or parts thereof, and to waive formalities and technicalities in the best interest of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept such a bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

## PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village representative and Bidder's compliance with all stipulations relating to the bid/contract.

## REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of award: enter into a contract, in writing, with the Village covering all matters as are set forth in the specifications of this bid; and carry insurance acceptable to the Village covering public liability, property damage, and workmen's compensation.

## COMPLIANCE WITH ALL LAWS

All work under contract must be executed in accordance with all applicable local, state, and federal laws, ordinances, rules, and regulations.

## CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or their authorized designee.

## NOTICES

All notices required by the contractor shall be given in writing.

## NON-ASSIGNABILITY

The contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the Village Manager or their authorized designee. Such assignment shall not relieve the contractor from their obligations or change the terms of the contract.

## INDEMNITY

The contractor shall indemnify and save harmless the Village, its officers, and its employees from any and all liability, losses, or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions, or proceedings of any kind of nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under this contract, including operations of subcontractors; and the contractor shall, at their own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgements shall be rendered against the Village in any such action, the contractor shall, at their own expense, satisfy and discharge same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment, and supplies, the Bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

## REQUIRED INSURANCE

In submission of a bid, the Bidder is certifying that they have all insurance coverages required by law or would normally be expected for Bidder's type of business. In addition, the Bidder is certifying that they have at least the following insurance coverage:

| <u>Type of Insurance</u>           | <u>Occurrence</u> | <u>Aggregate</u> |
|------------------------------------|-------------------|------------------|
| <b>GENERAL LIABILITY</b>           |                   |                  |
| Bodily Injury                      | \$1,000,000       | \$3,000,000      |
| Property Damage                    | \$1,000,000       | \$3,000,000      |
| Contractual Insurance – Broad Form | \$1,000,000       | \$3,000,000      |

#### **AUTOMOBILE LIABILITY**

|                 |             |             |
|-----------------|-------------|-------------|
| Bodily Injury   | \$1,000,000 | \$1,000,000 |
| Property Damage | \$1,000,000 | \$1,000,000 |

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

#### **WORKMEN’S COMPENSATION AND OCCUPATIONAL DISEASES**

Statutory for Illinois

|                               |                          |
|-------------------------------|--------------------------|
| Employer’s Liability Coverage | \$1,000,000 per accident |
|-------------------------------|--------------------------|

**NOTE:** the specifications may require higher limits or additional types of insurance coverages than shown above. The contractor will be required to furnish a certificate proof of insurance coverages.

The Bidder further agrees to indemnify the Village and save it harmless against and from all loss, damage, expense, liability, or claim of liability arising out of the performance of the contractor, any subcontractors, or their employees in connection with the contract. Contracts and subcontractors are to grant the Village an “additionally insured” status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor’s responsibilities for payment of damages resulting from operations under this agreement.

#### **BID PERFORMANCE DEPOSIT**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required, it must accompany the bid. The deposit is to be in the form of a certified check or bank cashier’s check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions section of these specifications.

## ACCEPTANCE

After acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

## DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal.
- b. The contractor fails to make progress so as to endanger performance of the contract.
- c. The contractor fails to provide or maintain, in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

## SPECIAL CONDITIONS

Wherever special conditions /requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these instructions to bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

## PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

## GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on their bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

## MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

## HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statute will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

## ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less

than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

## BIDDER QUALIFICATIONS

All bidders must submit the following information on or before the time at which the proposal is required to be submitted:

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

## BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

## DEVIATIONS

Unless denoted "no substitution", the Village's minimum required specifications may be exceeded. However, **vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish in lieu of the specification.** Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

## INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in

effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

## ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

### Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

### Sec. 33E-2. Definitions

In this Act:

- a. "Public contract" means any contract for goods, services, or construction let to any person with or without bid by any unit of State or local government.
- b. "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c. "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d. "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e. "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f. "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h. "Prime contractor" means any person who has entered into a public contract.
- i. "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j. "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k. "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.
- l. "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered

into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

m. "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

#### Sec. 33E-3. Bid-rigging

A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

#### Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

#### Sec. 33E-5. Acquisition or disclosure of bidding information by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as

otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

- b. Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d. This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

#### Sec. 33E-6. Interference with contract submission and award by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b. Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d. Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e. Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f. It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

#### Sec. 33E-7. Kickbacks

- a. A person violates this Section when he knowingly either:
  1. provides, attempts to provide or offers to provide any kickback;
  2. solicits, accepts or attempts to accept any kickback; or
  3. includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.
- b. Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c. A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d. Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

#### Sec. 33E-8. Bribery of inspector employed by contractor

- a. A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.
- b. Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

#### Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public

for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

#### Sec. 33E-10. Rules of evidence

- a. The certified bid is prima facie evidence of the bid.
- b. It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

#### Sec. 33E-11

- a. Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor 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 this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b. A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

#### Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

#### Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

#### Sec. 33E-14. False statements on vendor applications

- a. A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.
- b. Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

Sec. 33E-15. False entries

- a. An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.
- b. Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

Sec. 33E-16. Misapplication of funds

- a. An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b. Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

- a. A person commits unlawful stringing of bids when he ,or she, with the intent to evade the bidding requirements of a:ny unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b. Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E

**FIRE HYDRANT PURCHASE  
BID SPECIFICATIONS**

Fire hydrants proposed/furnished shall:

1. Meet or exceed all applicable requirements and tests of the latest revisions of ANSI/AWWA Standard C-502.
2. Meet all test requirements and be listed by Underwriters Laboratories Inc.
3. Meet all test requirements and have full approval of Factory Mutual.

Hydrant unit prices shall be inclusive of components such as auxiliary valves, valve boxes, and other accessories. Hydrants shall be Mueller Centurion A423 model, or approved equivalent. Hydrants shall be a dry-barrel type with breakaway flange and auxiliary gate valves. Hydrants shall have two 2.5" hose nozzles and one 4.5" National Standard pumper nozzle. Hose threads shall be the standard NSHT. Hydrants shall have a main valve opening of 5.25" with a flanged mechanical joint, 6" resilient wedge gate valve (RWGV), attached auxiliary valve, and mechanical joint accessories. Auxiliary valves shall have a two-piece cast iron valve box, a plastic valve box stabilizer (Lincoln Cap), and a "grips brand" valve box stabilizer. Hydrants shall be painted red to match existing hydrants in the water system.

In addition, fire hydrants shall meet the following requirements:

1. Hydrants shall be rated for a working pressure of 250 Psig (1725 kPa).
2. Hydrants shall be of the compression type, opening against the pressure and closing with the pressure.
3. Hydrants shall have a minimum 5.25" main valve opening and a minimum inside lower/upper barrel diameter of 7" to assure maximum flow performance. Pressure loss at 1,000 GPM shall not exceed the following values:
  - a. 4" pumper nozzle: 2.7 psi
  - b. 4.5" pumper nozzle: 2.5 psi
4. Hydrants shall be three-way in design, having one pumper nozzle (as specified) and two 2.5" hose nozzles. Nozzle thread type shall be as specified. Nozzles shall thread counterclockwise into the hydrant barrel utilizing "o" ring seals. A suitable nozzle lock shall be in place to prevent inadvertent nozzle removal.
5. The bonnet assembly shall provide an oil reservoir and lubrication system that automatically circulates lubricant to all stem threads and bearing surfaces each time the hydrant is operated. This lubrication system shall be sealed from the waterway and any external contaminants by use of "o" ring seals. An anti-friction washer shall be in place above the thrust collar to further minimize operating torque. The oil reservoir shall be factory filled with a low viscosity FDA-approved non-toxic oil lubricant which will remain fluid through a temperature range of -60 degrees Fahrenheit to 150 degrees Fahrenheit.
6. The operating nut shall be a one-piece design, manufactured of ASTM B-584 bronze and shall be pentagon/square in shape with nut dimensions as specified. The operating nut shall be affixed to the bonnet by means of an ASTM B-584 bronze hold down nut. The hold down nut shall be threaded into the bonnet in such a manner as to prevent accidental disengagement during the opening cycle of the hydrant. The use of Allen-head screws as a means of retention is not acceptable. A resilient weather seal shall be incorporated into the hold down nut for the purpose of protecting the operating mechanism from the elements.
7. The direction of the opening shall be as specified. An arrow shall be cast on the bonnet flange to indicate the opening direction.
8. The hydrant bonnet shall be attached to the upper barrel by not less than 8 bolts and nuts and sealed by an "o" ring.

9. Hydrants shall be a “traffic-model”, having upper and lower barrels joined at the ground line by a separate and breakable swivel flange providing 360 degree rotation of the upper barrel for proper nozzle alignment. This flange shall employ not less than 8 bolts. The safety flange segments shall be located under the upper barrel flange to prevent the segments from falling into the lower barrel when the hydrant is struck. The pressure seal between the barrels shall be an “o” ring. The proper ground line shall be cast clearly on the lower barrel and shall provide not less than 18” of clearance from the centerline of the lowest nozzle to the ground.
10. The operating stem shall consist of two pieces, not less than 1.25” in diameter (excluding the threaded or machined areas), and shall be connected by a stainless steel safety coupling. The safety coupling shall have an integral internal stop to prevent the coupling from sliding down into the lower barrel when the hydrant is struck. Screws, pins, bolts, or fasteners used in conjunction with the stem couplings shall also be stainless steel. The top of the lower stem shall be recessed 2” below the face of the safety flange to prevent water hammer in the event of a “drive over” where a vehicle tire might depress the main valve.
11. The lower barrel shall be an integrally case unit. The use of threaded-on or mechanically-attached flanges is not acceptable. The hydrant bury depth shall be clearly marked on the hydrant lower barrel.
12. Composition of the main valve shall be a molded rubber having a durometer hardness of 95, +/- 5, and shall be reversible in design to provide a spare in-place. Plastic (polyurethane) main valves are not acceptable. The main valve shall have a cross-section of not less than 1”.
13. Hydrants shall be equipped with 2 drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one-piece bronze upper valve plate and shall operate without use of springs, toggles, tubes, levers, or other intricate synchronizing mechanisms.
14. The upper valve plate, seat ring, and drain ring (shoe bushing) must be ASTM B-584 bronze and work in conjunction to form an all-bronze drain way. A minimum of 2 internal and 2 external drain openings are required. Drains ported through an iron shoe must be bronze-lined.
15. The bronze seat ring shall thread into a bronze drain ring (or shoe bushing) providing a bronze-to-bronze connection. Seat rings shall be “o” ring pressure sealed.
16. The shoe inlet size and connection type shall be as specified (flanged, MJ, etc.), having ample blocking pads for sturdy setting and the MJ connection must have 2 strapping lugs to secure the hydrant to piping. A minimum of 6 bolts and nuts is required to fasten the shoe to the lower barrel.
17. The interior of the shoe, including the lower valve plate and stem cap nut, shall have a protective coating that meets the requirements of AWWA C-550. If a step cap nut is utilized, it must be locked in place by a stainless steel lock washer or similar non-corrosive device that will prevent the cap nut from backing-off during normal use.
18. Hydrants shall be warrantied by the manufacturer against defects in materials or workmanship for a period of 10 years from the date of manufacture. The manufacturing facility for the hydrant must have current ISO certification.
19. Hydrants shall be Mueller Super Centurion 250 or approved equivalent.

Failure to comply with the above requirements is sufficient cause for rejection of proposed hydrants. The Village reserves the right to accept only those materials which are in full compliance with these specifications and deemed most advantageous to the interests of the Village.

**FIRE HYDRANT PURCHASE  
SPECIAL PROVISIONS**

**ALL-INCLUSIVE BID SUM**

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. No claim for additionally required materials and/or labor shall be honored by the Village.

**BID BOND REQUIREMENTS**

A bid bond for 5% of the total bid amount is required.