



HOFFMAN ESTATES

GROWING TO GREATNESS

September 27, 2024

Village of Hoffman Estates

Request for Proposals: Elevator & Conveyance Device Inspection and Plan Review- Dec. 2024- Dec. 2027

Dear Elevator Inspection and Plan Review Company:

The Village of Hoffman Estates invites licensed and qualified elevator inspection companies to submit a proposal to provide inspection, reinspection, and plan review services for new and existing Village and non-Village owned conveyances. This Request for Proposals (RFP) includes policies and procedures that the Village uses for its third-party elevator inspection services and identifies the information required of an acceptable proposal.

At the minimum, your proposal should include the following information:

1. Cover Letter
2. Professional Licenses
3. Qualifications of Manager and Inspector(s)
4. Description of Services
5. Fee Schedule

The deadline for responding to this RFP is 5:00 p.m. on Tuesday, October 15, 2024. The Village anticipates awarding the contract to a responsive company at the Monday, November 18, 2024, Village Board meeting.

The Village may choose to interview firms prior to making a final decision. Additional information on submitting your proposal and the anticipated timeline can be found in the RFP document. If you have any questions, please contact Sanyokta Kapur at 847-781-2638.

Sincerely,

Sanyokta Kapur

Sanyokta Kapur, Director of Building and Code Enforcement.

1900 Hassell Road
Hoffman Estates, Illinois 60169
www.hoffmanestates.org

Phone: 847-882-9100
Fax: 847-843-4822

William D. McLeod
MAYOR

Gary J. Pilafas
TRUSTEE

Karen Arnet
TRUSTEE

Karen V. Mills
TRUSTEE

Gary Stanton
TRUSTEE

Patty Richter
VILLAGE CLERK

Anna Newell
TRUSTEE

Patrick Kinnane
TRUSTEE

Eric Palm
VILLAGE MANAGER

Village of Hoffman Estates Code Enforcement Division

REQUEST FOR PROPOSALS Elevator Inspection and Plan Review

PROPOSAL DEADLINE: 5:00 p.m. on October 15, 2024

BACKGROUND

The Village of Hoffman Estates (hereafter Village) is seeking proposals from licensed elevator inspection companies to provide mechanical and electrical inspections of all existing and new elevator and conveyance devices commonly known as: passenger elevators, freight elevators, dock lifts, dumbwaiters, escalators, conveyors, materials lifts, and wheelchair lifts within the Village. Services would include annual inspections of existing conveyances, inspection of repaired or modified conveyances, and plan review and inspection of new conveyances. Inspections will be conducted to assure compliance with regulations of the State of Illinois Elevator Safety Act (225 ILCS 312/1), the Village of Hoffman Estates Municipal Code (Exhibit A), and the State Fire Marshal's Office.

The Village currently contracts with a third-party vendor to inspect approximately 276 existing conveyances that include hydraulic and traction elevators, escalators, dumbwaiters, and scissor lifts in low, mid, and high-rise buildings.

CONTRACT TERM

The contract will commence on December 1, 2024 and will terminate after a three (3) year term. The Village reserves the right to cancel and terminate the contract at any time by giving a thirty (30) day notice in writing to the elevator inspection company (hereafter Vendor). After the initial term, the Village may extend the contract.

INSURANCE

Vendor shall be required to furnish sufficient insurance as specified in Vendor Insurance (Exhibit B), and subject to the approval of the Village of Hoffman Estates.

PROCEDURES

1. Inspections:
 - a. Vendor will perform (1) annual inspection of all existing conveyances in the Village and will perform re-inspections of conveyances as necessary. Vendor will perform inspections of all new conveyances.
 - b. Addresses and contact information of conveyance locations will be provided by the Village's Development Services Department.

2. Invoicing: Vendor will provide monthly invoices to designated Village staff.
3. Certificates and Reporting: Vendor will provide inspection findings to designated Village staff and appropriate building owners.
4. Plan Reviews: Vendor will review all plans and construction documents that relate to renovations or installations of conveyance equipment that fall under the scope of the laws or rules pertaining to the State of Illinois Elevator Safety Act, Village Municipal Code, and the State Fire Marshal's Office. Vendor will provide written comments to the Village within an agreed upon timeframe.

RFP SUBMITTAL REQUIREMENTS

The following should be included in the RFP response. Any additional information should be submitted in an appendix.

1. Cover letter: Provide a cover letter signed by an authorized representative committing Vendor to the services as described in the RFP and the Vendor's proposal.
2. Professional Licenses: Provide copies of required licenses from the State of Illinois.
 - a. State Licensed Elevator Inspector for all inspectors
 - b. Registration as a State Licensed Firm, assigned to the Village of Hoffman Estates
 - c. National Association of Elevator Safety Authorities accredited (NAESA) Qualified Elevator Inspector Certification (Q.E.I.)
3. Manager and Inspector(s): Identify the account manager and inspector(s) that would perform work for the Village and provide resumes. Indicate the qualifications and experience of these individuals.
4. Experience: Provide a list of all municipal clients in the Chicagoland region, and include commencement dates, durations, services provided and contact person for each.
5. Description of Services: Provide a description of proposed services. This includes communication practices, report formats, inspection report examples, scheduling procedures, digital plan review and inspection reporting experience, process for addressing failed inspections, and description of witnessing tests.
6. Fee Schedule: Provide a comprehensive fee schedule for all services granted under the authority of this contract, including service pricing for all items noted in Schedule of Fees (Exhibit C).

GENERAL RFP RESPONSE INFORMATION

1. Questions: Questions must be submitted via email to Sanyokta Kapur at Sanyokta.Kapur@vohe.org. Questions must be received by 5:00 p.m. on Tuesday, October 8, 2024.

2. Evaluation Criteria and Selection: The Village will evaluate and recommend a vendor to the Village Board for approval based on an evaluation of the proposals as submitted. The Village may conduct interviews with potential vendors to clarify questions related to the proposal, or qualifications of the company. Proposals will be evaluated based on the responsiveness to the RFP, vendor’s prior successful experience, digital processes, qualifications of key project personnel, cost, and other factors as appropriate.
3. Submitting Proposal: The proposal should be in PDF format and should be submitted electronically to Sanyokta.Kapur@vohe.org. Additionally, submit a hard copy. PDF copy and hard copy are due by 5:00 p.m. on October 15, 2024 to:

Sanyokta Kapur, Director of Building and Code Enforcement
 Village of Hoffman Estates
 1900 Hassell Road
 Hoffman Estates, IL 60169
 847-781-2638
Sanyokta.Kapur@vohe.org

Proposals will NOT be accepted via facsimile.

4. Preliminary Timeline: The following is an estimated timeline for the RFP review, interview, and selection:

	Date
RFP Issued	September 27, 2024
Proposals due at 5:00 p.m.	October 15, 2024
Reviews and, if needed, interviews	Beginning October 16
Planning, Building, and Zoning Committee Review	November 11, 2024
Village Board Approval	November 18, 2024

Exhibit A: Municipal Code Amendments for Elevators

Chapter 11 - BUILDING REQUIREMENTS

ARTICLE 1. RULES ADOPTED BY REFERENCE

I. ARTICLE 1. RULES ADOPTED BY REFERENCE

[Sec. 11-1-1. Building Codes adopted.](#)

[Sec. 11-1-2. Amendments of codes adopted.](#)

11. SECTION 3001 - GENERAL

3001.3 Referenced standards. Except as otherwise provided for in this code, all conveyances shall be designed, constructed, installed, operated, inspected, tested, maintained, altered and repaired in accordance with the nationally recognized safety codes currently adopted by the State of Illinois and the Illinois Elevator Safety and Regulations Act

12. SECTION 3002 - HOISTWAY ENCLOSURES

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided, not fewer than one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 86 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoist way door frame. Under certain conditions, the Fire Chief and Director of Building & Code Enforcement shall have the authority to grant modifications to this requirement. The interior rail required by the Illinois Accessibility Code (IAC) shall be located so that the top of the rail is no more than thirty-six inches (36") above the platform floor..

Exhibit B: Vendor Insurance

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Vendor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be as least as broad as:

1. Insurance Service Office Commercial General Liability occurrence form CG 0001 (ED. 11/85) and, if requested, Owners and Vendors Protective Liability policy with the Village named as additional insured; and
2. Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90), Symbol 01 "Any Auto" or Business Auto Liability coverage form number CA 0001 (Ed. 1/87) and endorsement CA0029 (Ed. 2/88) changes in Business Auto and Truckers coverage forms: Insured Contract.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

Vendor shall maintain limits **no less** than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$3,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Village, its officials, agents, employees and

volunteers: or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies of insurance are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverage's

- a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of the activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- b. The Vendor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- d. The Vendor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Village.

E. Verification of Coverage

Vendor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit C: Schedule of Fees

Provide a comprehensive fee schedule for all services granted under the authority of this contract. This includes but is not limited to annual inspections, new device plan reviews and inspections, inspections for repaired or modified devices, and witnessing tests on all types of Village and non-Village owned conveyances. Provide fee pricing for at least the following items, detailing a proposed billing method:

Inspection Fees:

1. Plan Review
2. Acceptance Inspection and Certification (new or modernized conveyances)
3. Annual Inspections
4. Re-Inspections

Test Witnessing Fees:

1. Hydraulic Elevator Pressure Relief Test
2. Traction Elevator No-Load Test
3. Traction Elevator 5-Year Full Load Test
4. Category 5 Escalator Skirt Indexing

Exhibit D: Sample of Professional Services Agreement

VILLAGE OF HOFFMAN ESTATES Professional Services Agreement

This Professional Services Agreement (the “Agreement”) is made and entered into this ____ day of November ____, 2024, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL (“Village”) and [Enter Company], with a principal place of business at [Enter Address] (“Vendor”) and sets forth the terms and conditions under which Vendor agrees to perform services as set forth below.

This Agreement is made pursuant to Hoffman Estates RFP dated September 27, 2024 and Vendor’s Proposals dated [enter date] attached hereto as Exhibit __ and incorporated herein by reference.

1. SERVICES

Vendor shall perform plan review and inspection services detailed in scope of services, and incorporated herein by reference, at various locations within the Village of Hoffman Estates, Illinois.

Other than what is provided in Paragraph 3 below, Village shall not be responsible for the cost of materials and equipment necessary for the performance of the Services.

No claim for services furnished by Vendor, not specifically provided for in this Agreement, shall be allowed by the Village nor shall Vendor perform any services or furnish any material not covered by this Agreement without prior written approval by Village. Such approval shall be considered a modification of this Agreement.

2. TERM AND TERMINATION

This Agreement shall be effective and binding upon execution. The parties agree that the time for completion of the services outlined is [Enter Date]. Failure to complete the services as outlined by the completion date shall be considered a breach of this Agreement unless an extension is agreed to in writing by both parties.

3. FEES AND PAYMENT TERMS

The cost for services shall be per approved fee schedule.

Costs include all mobilization, equipment and labor charges incurred throughout the duration of the services. Any fee for additional services must be agreed to in writing by the Village.

Vendor shall not incur any expenses or costs on behalf of the Village or in performing the Services, other than what is provided for above, unless Village specifically authorizes in advance such expenses or costs in writing.

RELATIONSHIP OF THE PARTIES

In performing Services hereunder, Vendor shall at all times act as an independent contractor and not as an agent or employee of Village. The Services shall be completed to the satisfaction of Village; however the actual details of the Services shall be under Vendor's control. Vendor agrees to comply with all applicable state and federal statutes and the Municipal Code of the Village. Vendor further agrees to indemnify and hold Village harmless for any and all claims made arising out of Vendor's breach of the obligations contained in this paragraph.

Vendor is in no way authorized to make any agreement, warranty or representation on behalf of Village or to incur any expenses or implied obligation on behalf of Village without first obtaining Village's prior written consent.

4. INSURANCE

At Vendor's sole expense, Vendor shall be required to maintain at all times insurance of such types and such amounts, as are necessary to cover responsibilities and liabilities on a project of the character contemplated under this proposal. All insurance policies obtained for the project shall include the Village of Hoffman Estates and its duly authorized representatives as an additional insured.

Village shall be named as an additional insured and the address for certificate holder must read exactly as:

Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates, IL

5. THIRD PARTY MATERIALS

Vendor will not prepare any deliverables or other material for Village that contains any limitations by third parties on its use without first securing either (i) Village's prior written approval of such limitations, or (ii) the third party's prior written waiver of such limitations. Vendor will not use any materials produced or provided by any third party ("Third Party Materials") having said limitations without having secured the appropriate licenses or prior written approval of each said third party. In addition, Vendor will not, without Village's prior written approval, use any Third Party Materials pursuant to licenses or agreements that limit or prohibit the assignment of Vendor's rights in and to such Third Party Materials to Village or Village's designee. Vendor shall maintain a copy of all such licenses and agreements and provide copies to Village upon Village's request.

6. OWNERSHIP OF WORK PRODUCT

Vendor agrees that all work product produced by Vendor hereunder, including, without limitation, all reports and other documents (“Work Product”) shall be deemed to be works made for hire under U.S. copyright laws and that all right, title, and interest in and to the Work Product shall be the sole property of Village and Village shall have the exclusive right to the copyrights on the Work Product. To the extent that the Work Product is not deemed to satisfy the requirements for a work made for hire under U.S. copyright laws, Vendor hereby assigns to Village all copyrights the Work Product and agrees to execute any additional documents requested by Village to further such assignment at no additional cost to Village. Vendor warrants that the Work Product shall not infringe the patent, copyright or other intellectual property or proprietary right of any third party and agrees to defend, indemnify and hold Village harmless against any such third party claim.

7. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by Vendor without prior written approval of the Village, subject to such conditions and provisions as the Village may deem necessary in its sole and absolute discretion. No such approval by the Village of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Village in addition to the total agreed upon price. Approval by the Village of an assignment shall not be deemed a waiver of any right accrued or accruing against Vendor. No assignee of Vendor shall assign this Agreement without prior written approval of the Village. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Vendor shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the Village. Such consent Village may grant, condition or withhold in Village’s sole discretion.

8. NOTICE

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after sending certified mail, or (iii) sending via email to the addresses below.

If to Village: Village of Hoffman Estates
Eric Palm, Village Manager
1900 Hassell Rd.
Hoffman Estates, IL 60169
epalm@vohe.org

If to Vendor: [contact name]
[company]
[address]
[city, state, zip]

Email: [enter email]
Phone: [enter phone]

9. GOVERNING LAW AND VENUE

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court in Cook Village, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

11. SEVERABILITY

The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

12. WAIVER

Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

The Village of Hoffman Estates

By: _____
Printed Name: _____
Title: _____
Date: _____

[Company]

By: _____
Printed Name: _____
Title: _____
Date: _____