

Request for Proposal for Foodservice Equipment

Project: West Side Bazaar, 1432 Niagara St., Buffalo, NY, 14213
www.wedibuffalo.org/westsidebazaar

Bids Due: Submit hard copy sealed bids to Owner, **care of Hayes Construction Services, at 656 Genesee St., Buffalo, NY on or before December 27th, 2022 at 2:00 PM.**

Documents: Available at the Construction Exchange of Buffalo
www.conexbuffalo.com

Owner: WEDI (Westminster Economic Development Initiative)
436 Grant St., Buffalo, NY 14213,
Attn: Cody Clement-Sanders, csanders@wedibuffalo.org

Owner's Rep: Lima Architecture
Gustavo Lima, AIA, Gustavo@LimaArchitecture.com

Architect: CJS Architects
755 Seneca St, #1409, Buffalo, NY 14210
Attn: Courtney Creenan-Chorley, AIA, ccreenan@cjsarchitects.com

Foodservice Equipment subconsultant:
Tallinger Associates, Matt Reis, matthewreis@tallingerassociates.com

Construction Mgr.: Hayes Construction Services
656 Genesee St, Buffalo, NY 14211
Attn: Ben Perkins, Ben@hayesbuild.com

Please provide a comprehensive proposal to supply all Kitchen Equipment included in the Foodservice Equipment package and as further described below, for the West Side Bazaar renovation project. Proposal must be submitted to **WEDI in sealed envelopes, at the offices of the Construction Manager, Hayes Construction Services, at 656 Genesee St., Buffalo, NY 14211**, using the bid form enclosed, **no later than 2:00 PM on Tuesday, December 27th**. Bids will be opened in private and will not be read aloud.

The successful proponent will enter into a direct agreement with the Owner for the supply, assembly and set in place of this equipment at the above noted project site (final connections will be by the MEP contractors). The vendor will coordinate all its work with the Architect, Foodservice Consultant, Construction Manager and separate contractors.

Participation by certified MBE/WBE/SDVOB's is encouraged.

The project is Tax Exempt.

Project proposal conditions:

- 1) RFP schedule is as follows
 - a) Proposals are **due on December 27th, at 2:00 PM**
 - b) Building walkthrough will be held on December 19th at 1:00 PM at the project site.
 - c) NOTE parking is limited and should be considered when bidding this project. NO parking will be provided on site.
 - d) All Request for Information to be submitted no later than 5:00 PM ET on December 20th, 2022 to Gus Lima at Gustavo@LimaArchitecture.com

- 2) Project Schedule:
 - a) Contractor will receive Notice to Proceed in early January, 2023.
 - b) Submit Shop Drawings: no later than 30 days after Notice to Proceed. Shop drawings to contain coordinates for location of all utilities, including underground, for use by other contractors. Coordinate all work with separate contractors and CM.
 - c) Delivery, assembly and set in place of equipment shall take place no later than May 31st, 2023 for installation by separate contractors in June 2023.
 - d) Selected equipment requiring work by follow-on contractors (for example wall mounted equipment which requires blocking, or ceiling mounted equipment that requires above-ceiling supports) shall be coordinated with the CM and others and provided in accordance with detailed schedule, so as to not delay the work of others.
 - e) Delivery and set up to take place in accordance with final construction schedule. Coordinate with Construction Manager.

- 3) Supply all material, labor, equipment & supervision to provide a complete Foodservice Equipment Package per the following drawings and specifications:
 - a) Contract Drawings: FS-0, FS-0-2, FS-1, FS-1.1, FS-6, FS-6.1 & FS-7
 - b) Reference Drawings: FS 2.1 & 2.2, FS 3, 3.1 & 3.2, FS 4 & 4.1, FS 5, 5.1 & 5.2
 - c) Contract Specifications: 114000 – Foodservice Equipment

- 4) Your quote should include the following:
 - a) All Foodservice Equipment described in Specification Section 114000 and in the Equipment Schedule in drawings FS-1 and FS-1.1, **except for the following items**, which are not part of the scope of work of this contract:
 - i) Items 1 to 3A, 10 & 10.1, 30 & 31, 38.3 to 44B, 48F, 49F, 50, 50F, 60, 65F, 68 & 68.1, 80 to 82 & 110.
 - b) All Equipment shall be uncrated, assembled (if needed) and set in place at the correct locations, ready for final connections by the MEP trades, including removal of all packaging and resulting debris
 - c) All material storage and handling/rigging required to deliver and set in place all Foodservice Equipment.
 - d) Required permits
 - e) Required insurance, matching Accord form attached to this RFP
 - f) Required startup and testing
 - g) Owner training, warranties, and O&M manuals

- 5) Contractor to abide by and comply with the following sections of the contract specification
 - a) 011000 summary
 - b) 012500 substitution procedures
 - c) 013100 project management and coordination
 - d) 013300 submittal procedures
 - e) 014000 quality requirements
 - f) 016000 product requirements
 - g) 017300 execution
 - h) 017700 closeout procedures
 - i) 017823 operation and maintenance data
 - j) 017900 demonstration and training

- 6) Contractor shall provide Catalog cuts for each piece of equipment, for approval by the Foodservice Consultant and Architect as soon as possible.
 - a) The CM will provide 3D backgrounds for all trade contractors, including updates per RFIs, ASIs and Addendums. All trade contractors must update their files per RFIs, ASIs and addenda in a timely manner. The contractor is responsible for final verification of existing conditions.

- 7) Please note the following clarifications:
 - a) You are required to provide evidence of your insurance coverage to the limits described herein.
 - b) A close-out package is required for your work to include final submittals, warranties, and O & M manuals
 - c) All work is to be completed per specifications and contract drawings
 - d) All work is to be completed in a professional manner & comply w/ OSHA standards.
 - e) All work is to comply with all Local, State & National Building Codes (including Health code) and in accordance with NEC, IEEE and NEMA standards.
 - f) Should you estimate the time required to complete this work to be different than that indicated in paragraph 2), above, please submit alternate time of completion with your proposal.
 - g) You will be required to clean-up and remove any debris generated by your operation.
 - h) You are required to protect your work until final acceptance.
 - i) If there are any items that are not included in this package that you would like to provide and price, please provide this as a separate additional price to your quote.
 - j) Project is Tax exempt
 - k) Project is Open shop
 - l) IF YOU HAVE ANY QUESTIONS OR COMMENTS, PLEASE E-MAIL THE CONTACT LISTED BELOW
 - i) Gustavo Lima, Owner's Representative
Gustavo@LimaArchitecture.com
716-909-1709

Bid Form
Contract: Foodservice Equipment

Project: West Side Bazaar, 1432 Niagara St., Buffalo, NY, 14213
www.wedibuffalo.org/westsidebazaar

Bidder: _____

In compliance with the Request for Proposal, the undersigned hereby proposes to furnish all labor and materials required to supply, assemble and set in place all equipment described in the Foodservice Equipment package in accordance with Drawings and Specifications (not including items excluded in paragraph 4a of the RFP), and any subsequent addenda, for the West Side Bazaar project, for the total price of:

Amount in words: _____

Dollars: \$ _____

Important Note: Attach Bid Breakdown showing price for each piece of equipment, including any proposed alternates clearly identified as such, delivery/set-up fee, and all other costs. Include any financial considerations (down-payment, deposits, etc.). Final payment will take place only after equipment is delivered and set in place.

Bidder certifies that:

- The prices in this bid have been arrived at independently and without collusion.
- Prices in this bid have not been disclosed and will not be disclosed prior to the bid opening, to any other bidder or competitor (publishing of price lists or provision of independent prices to prospective customers does not, by themselves, violate this clause).
- No attempt has been made by the bidder to induce another party to submit or not to submit a bid for the purpose of restricting competition.

Submitted and certified by:

Legal Name of person, partnership, or corp.

Date

Name and Title

Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
TODAYS DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AGENT ADDRESS CITY, STATE, ZIP	CONTACT NAME: AGENCY CONTACT	PHONE (A/C, No. Ext): AGENCY PHONE NUMBER	FAX (A/C, No): AGENCY FAX NUMBER
	E-MAIL ADDRESS: AGENCY EMAIL ADDRESS		
INSURED CONTRACTOR/SUBCONTRACTOR NAME ADDRESS CITY, STATE, ZIP	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NAME OF INSURANCE COMPANY		
	INSURER B: with a Best Rating of A- or higher		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: SAMPLE REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	INSERT POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> PRIMARY/NON-CONTRIBUTORY						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X	Y	INSERT POLICY NUMBER	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	Y	INSERT POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						PER PROJECT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	INSERT POLICY NUMBER	EFF DATE	EXP DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: New West Side Bazaar 1432 Niagara Street Buffalo NY 14213

Hayes Construction Services Corp, SM Hayes LLC, Westminster Economic Development Initiative, Inc, 1432 Niagara Buffalo LLC and Gustavo A. Lima Architecture are included as additional insured on a primary, non-contributory basis under general, auto and umbrella liability, including completed operations. A waiver of subrogation applies in favor of Hayes Construction Services Corp under general liability, auto liability, umbrella liability and workers compensation.

CERTIFICATE HOLDER Westminster Economic Development Initiative, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Agents Signature</i>