



The Land Bank

Buffalo Erie Niagara Land Improvement Corporation

Date Released:

Monday, January 29, 2024

Bid:

**Replace siding, windows, and exterior doors at
149 Northland Avenue, Buffalo 14208
249 East St, Buffalo, NY 14207
702 Norfolk Ave, Buffalo, NY 14215
You may choose to bid on any of the above properties**

Deadline:

**Bids will be opened on
Tuesday, February 20, 2024**

Submit bids to:

BENLIC
403 Main Street, Suite 602
Buffalo, NY 14203

Method of Submittal:

Sealed Bid - US overnight mail, priority mail, 1st class mail, or
in-person

CONTACT – QUESTIONS REGARDING WORK:

JOHN GOOD, PROPERTY INSPECTOR
TELEPHONE #: 716-609-1473
EMAIL: J.GOOD@BENLIC.ORG

CONTACT – QUESTIONS REGARDING ALL OTHER:

BEN BROWN, PROGRAM COORDINATOR
TELEPHONE #: 716-243-3996 EXT. 105
EMAIL: B.BROWN@BENLIC.ORG

Work Specifications for 149 Northland:

Windows: Prior to installation of the new siding all existing windows shall be removed and replaced with “new construction style” replacement windows with mounting flanges. The new windows shall be double hung, vinyl thermal insulated windows. The front windows on first floor shall be framed in to match height of existing windows and shall have 3 “ganged” double hung windows installed. Windows shall be installed in a manner to allow new siding to be installed abutting edge of new windows.

Doors: Prior to installation of the new siding, front and side doors shall be replaced with new exterior steel insulated doors. Doors shall be standard 36x80 exterior solid with no lites. Doors shall be installed with longer than standard screws into framing for additional security. Doors shall be supplied with dead bolts and knobs with thumb locks. Front and side doors shall be keyed differently.

Siding: Existing wood siding shall be inspected and any damaged, mildewed or rotted siding shall be filled in to create a satisfactory substrate for the installation of new vinyl siding.

After installation of new doors and windows, the entire exterior of dwelling shall be covered with 3/8” fan fold insulation with all seams taped and sealed, area around all penetrations (windows/doors etc.) shall be sealed with sealing tape. After preparation, new vinyl double 4” siding shall be installed on entire dwelling, corners and trim shall be of a contrast color. The work shall include covering of fascia and soffits.

Prior to installation of any materials cut sheets and color selections shall be provided to BENLIC for color, style, and manufacturer selection. No material is to be ordered or installed without approval by BENLIC.

Work Specifications for 249 East:

Remove siding: Exterior siding shall be removed prior to this work due to existing ACM. Existing sheathing shall be inspected for rot, mildew or damage and shall be replaced as necessary.

Windows: Prior to installation of the new siding all existing windows shall be removed and replaced with “new construction style” replacement windows with mounting flanges. The new windows shall be double hung, vinyl thermal insulated windows. The existing glass block windows at front left of dwelling shall be replaced with similar new construction windows. Windows shall be installed in a manner to allow new siding to be installed abutting edge of new windows.

Doors: Prior to installation of the new siding, front and side doors shall be replaced with new exterior steel insulated doors. Doors shall be standard 36x80 exterior solid with no lites. Doors shall be installed with longer than standard screws into framing for additional security. Doors shall be supplied with dead bolts and knobs with thumb locks. Front and side doors shall be keyed differently.

Exterior: After installation of new doors and windows the entire exterior of dwelling shall be covered with 3/8” fan fold insulation with all seams taped and sealed, area around all penetrations (windows/doors etc.) shall be sealed with sealing tape. After preparation new vinyl double 4” siding shall be installed on entire dwelling, corners and trim shall be of a contrast color. The work shall include covering of facia and soffits.

Prior to installation of any materials, cut sheets and color selections shall be provided to BENLIC for color, style, and manufacturer selection. No material is to be ordered or installed without approval by BENLIC.

Work Specifications for 702 Norfolk:

Remove siding: Contractor shall remove all existing siding from dwelling down to sheathing, overhang above side door shall be completely removed. Existing sheathing shall be inspected for rot, mildew or damage and shall be replaced as necessary.

Windows: Prior to installation of new siding all existing windows shall be removed and replaced with “new construction style” replacement windows with mounting flanges. The new windows shall be double hung, vinyl thermal insulated windows. The front picture window shall be replaced with 3 “ganged” double hung windows. Windows shall be installed in a manner to allow new siding to be installed abutting edge of new windows.

Doors: Prior to installation of the new siding front and side doors shall be replaced with new exterior steel insulated doors. Doors shall be standard 36x80 exterior solid with no lites. Doors shall be installed with longer than standard screws into framing for additional security. Doors shall be supplied with dead bolts and knobs with thumb locks. Front and side doors shall be keyed differently.

Exterior: After installation of new doors and windows the entire exterior of dwelling shall be covered with 3/8” fan fold insulation with all seams taped and sealed, area around all penetrations (windows/doors etc.) shall be sealed with sealing tape. After preparation new vinyl double 4” siding shall be installed on entire dwelling, corners and trim shall be of a contrast color. The work shall include covering of fascia and soffits.

Prior to installation of any materials cut sheets and color selections shall be provided to BENLIC for color, style, and manufacturer selection. No material is to be ordered or installed without approval by BENLIC.

Please write your total bid amount next to the corresponding property in both numbers and words.

(For example: “ \$10,250 ; Ten thousand two hundred and fifty Dollars”)

In case of discrepancy, amounts shown in words will govern.

You may choose to bid on any of the three (3) properties. If you choose not to bid on one of the properties, please write N/A on the bid price line.

1. 149 Northland Avenue, Buffalo

Replace windows, exterior doors, and siding according to attached specifications.

Replace windows: \$ _____

Replace exterior doors: \$ _____

Repair wood siding and install insulation and new vinyl siding: \$ _____

Total bid amount for 149 Northland: \$ _____ ; _____ Dollars

2. 249 East Street, Buffalo

Replace windows, exterior doors, and siding according to attached specifications.

Replace windows: \$ _____

Replace exterior doors: \$ _____

Repair sheathing and install insulation and new vinyl siding: \$ _____

Total bid amount for 249 East: \$ _____ ; _____ Dollars

3. 702 Norfolk Avenue, Buffalo

Replace windows, exterior doors, and siding according to attached specifications.

Replace windows: \$ _____

Replace exterior doors: \$ _____

Repair sheathing and install insulation and new vinyl siding: \$ _____

Total bid amount for 702 Norfolk: \$ _____ ; _____ Dollars

Business Name: _____

Mailing Address: _____

Federal EIN #: _____

Primary Contact: _____

Phone Number: _____

Total bid amount for all properties contractor is bidding on:

\$ _____ ; _____ Dollars

BID DETAILS:

BENLIC is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system or any other means of delivery employed by the bidder. Similarly, BENLIC is not responsible for, and will not consider, any response which was received in our office later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder. BENLIC reserves the right to reject any or all bids or waive any informality in a bid if it believes that the public interest will be promoted thereby. BENLIC may reject any bid, if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the bidder justifies such rejection in view of the work to be performed. Any questions about the meaning, intent or specifications must be inquired into by the Bidder via mail, fax or email prior to the time set for the Bid Opening.

Bids will be submitted to the BENLIC Board of Directors for consideration and approval at a regularly scheduled meeting. Bid may be awarded to the lowest responsible bidder who, in the opinion of the corporation and approved by the Board, is qualified to perform the work required and who is responsible and reliable. The meeting is open to the public. In the case of tie bids, BENLIC will make the award based on priority factors. A bid tabulation summary of the received, reviewed and appropriate bids will be included in the minutes of BENLIC. Bidder agrees that his/her bid price remains effective for 120 days past the Deadline for Submittal.

The work cannot begin until contractor executes a BENLIC Standard Construction Contract and proves proper Certificate(s) of Insurance has been reviewed and approved by BENLIC.

Subcontractors may be used. All subcontractors will need to provide adequate insurance certificates. Job is not prevailing wage rate.

EQUAL EMPLOYMENT OPPORTUNITY

This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.

NEW YORK STATE SALES AND LOCAL TAX EXEMPTION NOTE

Some materials for this project may be purchased tax-exempt. BENLIC is exempt from payment of New York State and local sales and use tax. BENLIC will furnish the winning bidder an Exempt Purchase Certificate (ST 119.1) as proof of its exemption. Personal property made part of the real property of project sites (that is materials, e.g. siding, shingles, gutters, windows, etc.) may be purchased exempt from such taxes provided that the winning bidder provide to his seller(s) properly completed Contractor Exempt Purchase Certificate(s) (ST 120.1). The cost benefit of exemption from such taxes is the benefit of BENLIC only. BENLIC seeks the lowest, responsible, and qualified bid. Bidders acknowledge that their bid herein contains pricing inclusive of this cost benefit.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION

This stabilization project will be funded by New York State Homes and Community Renewal (HCR). NYS-certified Minority- and Women-Owned Business Enterprises are encouraged to bid. To be considered certified as an M/WBE, the business enterprise must be listed on the NYS M/WBE directory.

TERM OF PAYMENT

Pursuant to Contractor Agreement

BID AGREEMENT

The undersigned bidder offers and agrees, if this bid is accepted to enter into an agreement with the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION to complete all work as specified for the contract price and within the contract time indicated in accordance with these documents.

Bidder declares by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person partnership or corporation to submit or not to submit a bid for the purpose of restriction competition.

A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition that no person(s) other than those named herein are interested in this bid;

In submitting this bid, Bidder represent that he has examined the Instruction to Bidders; all other documents; that he has examined the proposed work site; that he has familiarized himself with all legal requirements (federal, state and local laws; ordinances; rules and regulations); that he as made such independent investigations as he deems necessary; he has satisfied himself as to all conditions affecting cost, progress or performance of work; and that by signing this bid waives all rights to plead to misunderstanding regarding the same.

The Bidder further agrees that:

1. This bid shall remain open and may not be withdrawn for the time period set forth in the Instruction to Bidders.
2. That he accepts all terms and conditions in the Instruction to Bidders

3. The BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION has the right to delete bid items and/or sections prior to award if the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION deems this to be in the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION'S best interest.
4. That upon acceptance of this bid, he will execute the agreement and will furnish the required contract insurance certificates (if not submitted with his bid) within a time period acceptable to the BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION.

Respectfully Submitted on _____ 2024

By _____ (Signature of Bidder)

BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION

TERMS AND CONDITIONS

1. Bidder agrees to provide goods and/or services as described in this bid proposal to complete the Work, in a manner consistent with the highest standards of persons regularly engaged in providing such goods or services.
2. Bidder shall be compensated at the rates and prices set forth in this bid proposal once approved by the BENLIC Board of Directors, for goods and/or services actually provided and only after receipt of an original invoice within thirty (30) days and after all services are rendered, inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices. In no event shall the BENLIC's liability for payment to Bidder under this Contract, exceed the sum stated in the bid proposal and approved by the BENLIC Board of Directors.
3. Bidder shall have seven (7) days from receipt of a Project Award Letter to provide BENLIC proof of insurance as detailed in the insurance requirements. Upon receipt of proof of insurance, BENLIC may issue a Notice and Order to Proceed Letter and Bidder shall within fifteen (15) days from receipt of same letter secure permits and start work. Bidder must forward copies of permits secured and notify BENLIC of the Start Date. From the Start Date, Bidder shall have forty-five (45) days to complete the work. Bidder shall immediately inform the BENLIC in writing by mail or facsimile transmission of any delay in providing goods and services to the BENLIC.
4. BENLIC may, with or without cause, terminate Bidder's services, in whole or in part, immediately upon giving notice to Bidder. In such event Bidder shall be compensated and the BENLIC shall be liable only for payment for services already rendered.
5. All records, if any, compiled by Bidder in providing services to BENLIC shall become and remain the property of BENLIC. Bidder may retain copies of such records for its own use.
6. No portion of the work necessary to provide goods or services to BENLIC may be assigned or subcontracted without the prior written consent of BENLIC.
7. Bidder agrees that it is an independent contractor and hereby waive all claims to benefits or privileges, if any available to persons as employees. Bidder shall comply, at Bidder's own cost and expense, with the provisions of all

federal, state or local laws, ordinances, regulations or rules applicable to Bidder including without limitation, the N.Y.S. Labor Law and Worker's Compensation Law and any applicable license requirements.

9. Bidder agrees that in providing goods or services to BENLIC, Bidder or any person working on Bidder's behalf, shall not, by reason of race, creed, color, sex, age, physical disability, national origin, genetic predisposition, carrier status, marital status or any other protected class, discriminate against, intimidate or harass any individual.

10. Bidder agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the acts or omissions of BENLIC, Bidder shall indemnify, defend and hold harmless the BENLIC, its governmental sponsors- County of Erie, Cities of Buffalo, Lackawanna and/or Tonawanda, the Empire State Development Corporation, the Office of the New York Attorney General, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of Bidder's acts or omissions or the acts or omissions of third parties under Bidder's direction and control.

STANDARD INSURANCE PROVISIONS

CLASSIFICATION A:
Maintenance

Construction or

BUFFALO ERIE NIAGARA LAND IMPROVEMENT CORPORATION

STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the standard ACCORD Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
- Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with BENLIC)
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded. Deductible must not exceed \$10,000
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy). The deductible shall not exceed \$10,000.
- C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.

BENLIC – BID – 149 NORTHLAND – AST REMOVAL & ASBESTOS ABATEMENT

D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3). The deductible shall not exceed \$10,000.

E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Buffalo Erie Niagara Land Improvement Corporation (BENLIC). Coverage should be provided on a primary and non-contributory basis. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of BENLIC.

3. All policies in which BENLIC is named as an additional insured(s) shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against BENLIC for payment of any premiums or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at thirty (30) days advance written notice shall be given to BENLIC Counsel c/o County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the BENLIC Counsel prior to the inception of any work. Any request for a waiver of the above requirements shall be in writing to BENLIC Counsel c/o County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202.

Failure to maintain coverage herein shall constitute a material breach of the contract and the Contractor shall suspend all work immediately upon such lapse in coverage.