

Information for Bidders

BIDS will be received by the New York State Energy Research and Development Authority (NYSERDA) (herein called the "OWNER"), at 17 Columbia Circle, Albany, NY, 12203, until 3:00 pm, **March 14, 2013**, and then at said office publicly opened in the **Syracuse Conference Room** and read aloud.

Each BID must be submitted in a sealed envelope, addressed to New York State Energy Research and Development Authority (NYSERDA) Attn: Kevin Hunt, at 17 Columbia Circle, Albany, NY, 12203. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Saratoga Technology + Energy Park, 107 Hermes Road; Retention Basin Repair, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at New York State Energy Research and Development Authority (NYSERDA) Attn: Kevin Hunt at 17 Columbia Circle, Albany, NY, 12203.

Any question the BIDDER may have is to be submitted in writing to Kevin Hunt at klh@nyserda.ny.gov. Each question and response will be posted under RFP 2703, Retention Basin Repair, at <http://www.nyserda.ny.gov/en/Funding-Opportunities/Current-Funding-Opportunities.aspx>. It is the BIDDER'S responsibility to periodically check the website for the addendums.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Each BID must be accompanied by a completed and executed Disclosure of Findings of Non-Responsibility Form, found in Section 000515. The OWNER requires an original signed form.

Each BID must also be accompanied by a Bid Bond in an amount of 5% of the amount of the bid and in the form found in Section 000600 of the Project Manual.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

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The NOTICE TO PROCEED shall be issued within five (5) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the five (5) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the provisions set forth in the SUPPLEMENTAL GENERAL CONDITIONS, if applicable.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.