



## ADDENDUM NO. 1

SALE NUMBER: 24-023

SALE TITLE: SCRAP ALUMINUM, OLD SHEET & CAST (DELIVERY TO VENDORS, AND ON-SITE BINS)

DATE OF BID OPENING: 1 pm, January 15, 2025

Contact Name: Kelly Galvin

The purpose of this addendum is to revise the bid due date, and the Instructions for Submitting Bids page.

Change No. 1:

Bid due date was: C.O.B. January 13, 2025

**Bid due date is now: C.O.B. January 14, 2025**

Change No. 2:

On Instructions for Submitting Bids page,

Was: 5. Bids can be submitted at any time prior to opening date.

**Is now: Bids to be submitted by the bid due date.**

End of changes.

# ADDENDUM NO. 1

Bids already received will be retained by the Authority unopened and will be matched and opened with the applicable bids resulting from this Addendum.

Indicate your acknowledgement of the changes for this bid by completing and returning these page(s) in an envelope in time for the bid opening. Envelope should be addressed to: **New York State Thruway Authority, 200 Southern Blvd., Albany, NY 12209 Attn: Purchasing Department.** Envelope should be clearly marked under the return address with the following information: (Bid number and title, addendum No. 1) Keep a copy for your records.

TIME AND DATE OF BID OPENING: 1 pm, January 15, 2025

The following must be complete and signed by an authorized person of the firm or corporation:

_____	_____
Firm Name	Area Code & Telephone
_____	_____
Address	City & State
_____	_____
Signature	Date
_____	_____
Print Name	Title



**Thruway  
Authority**

**INSTRUCTIONS FOR SUBMITTING BIDS  
DOWNLOADED VIA THE INTERNET**

1. Envelope should be addressed to:  
New York State Thruway Authority  
Attn: Purchasing Dept.  
PO Box 189  
200 Southern Boulevard  
Albany, New York 12201-0189
2. Return address of company sending bid should be in the upper left-hand corner on the front of the envelope.
3. Envelope should be **CLEARLY** marked under the return address with the following Information:  
  
Sale Number  
Time & Date of Bid Opening  
The words "**BID ENCLOSED**"
4. The Authority will not be responsible for bids that are not submitted in the above manner.
5. Bids can be submitted at any time prior to opening date.

**NOTE:** Some letter/parcel carriers have been experiencing delays in their deliveries. Please take this into account when planning the submission of your bid.

**NEW YORK STATE THRUWAY AUTHORITY**

200 Southern Boulevard  
Post Office Box 189  
Albany, NY 12201-0189

BUREAU OF PURCHASING  
Phone (518) 436-2736  
Fax (518) 471-4442

DATE: December 12, 2024

# NOTICE OF SALE

<b>Sale No. 24-023</b> – SCRAP ALUMINUM, OLD SHEET & CAST (DELIVERY TO VENDORS, AND ON-SITE BINS)
<b>Inquiries to:</b> Kelly Galvin, (518) 471-4343 / <a href="mailto:Kelly.galvin@thruway.ny.gov">Kelly.galvin@thruway.ny.gov</a>
<b>Bids Due by Time and Date:</b> C.O.B., January 13, 2025 <b>Bid Opening:</b> 1:00 pm, January 15, 2025 Live Streamed via Thruway Authority YouTube channel NYS Thruway Authority - YouTube
<b>Sealed bids for:</b> The sale of scrap metal in accordance with the terms and conditions contained herein.
<b>Agreement Period:</b> (TERM) MARCH 2, 2025 to MARCH 1, 2028

## INSTRUCTIONS

1. This Notice of Sale is signed by the bidder with full knowledge and acceptance of the Terms and Conditions including provisions relating to non-collusive bidding certification.
2. Bid must be submitted on the form provided. Enclose bid in envelope as per INSTRUCTIONS FOR SUBMITTING BIDS. Bidder is requested to **show return address** in upper left corner of envelope.
3. This form must be made out in the corporate or other name of bidder and must be properly executed by an authorized person of the firm or corporation.
4. The Authority reserves the right to waive any informality or reject any or all bids when such action is in the best interest of the Authority.
5. To properly execute this Bid, a signature of an authorized person is required.

I hereby certify that in signing and submitting this Bid on behalf of \_\_\_\_\_  
Firm Name

Address \_\_\_\_\_

I do so in my capacity as \_\_\_\_\_ of said firm and with the full knowledge, consent and  
Title  
specific authorization of said firm.

(\_\_\_\_\_) \_\_\_\_\_  
Telephone No. Fax No. E-mail address Employer Federal Tax ID

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Copy of Signature

\_\_\_\_\_  
Official Ti

Note to Bidders

The section titled TERMS AND CONDITIONS containing contractual requirements and other information starts on Page 3 of 11.

Intent

A sale will be conducted by the New York State Thruway Authority (NYSTA) to dispose of scrap aluminum via delivery to vendors and an on-site bin in Nyack, NY and Syracuse, NY as stated in Items 1 - 3 below.

BID PRICE DETERMINATION:

**ITEMS 1 - 3** - Scrap aluminum will be determined as follows: Use the AMERICAN METAL MARKET index – Nonferrous Scrap Pricing – N.Y. (U.S.) column for scrap aluminum, old sheet and cast – high price - cents per pound.

**Your bid must reflect the cents per pound differential (+ or -) you are willing to pay against that category's index published price. This differential shall remain constant for the term of the contract. The AMM index for the first Monday of the month will govern the price being billed for deliveries or pickup made within that month. If a delivery or pickup is made within a month, whereas the AMM index for the first Monday of the month has yet to be published, then the previous month's price will be used in determining the amount invoiced.**

<u>ITEM</u>	<u>Description</u>	<u>Cents / lb. prefix w/ (+ or -) DIFFERENTIAL</u>
1	<b>Scrap aluminum, old sheet &amp; cast (DELIVERY TO VENDOR)</b>	\$ _____

Location of Bidder's yard: \_\_\_\_\_

Nearest THRUWAY Interchange: \_\_\_\_\_

Distance from Bidder's yard to nearest Interchange: \_\_\_\_\_ miles

Est. quantity of deliveries: 15,000 lbs.

<u>ITEM</u>	<u>Description</u>	<u>Cents / lb. prefix w/ (+ or -) DIFFERENTIAL</u>
2	<b>Scrap aluminum, old sheet &amp; cast (ON-SITE BIN)</b>	\$ _____

<u>LOCATION (NY)</u>	<u>Bin size needed</u>	<u>Est. Net Lbs.</u>
NYACK DIVISION HIGHWAY 201 North Rte. 303 W. Nyack, N.Y. 10994	10 cu. yards	9500

<u>ITEM</u>	<u>Description</u>	<u>Cents / lb. prefix w/ (+ or -) DIFFERENTIAL</u>
3	<b>Scrap aluminum, old sheet &amp; cast (ON-SITE BIN)</b>	\$ _____

<u>LOCATION (SYRACUSE)</u>	<u>Bin size needed</u>	<u>Est. Net Lbs.</u>
SYRACUSE MAINTENANCE Exit 35 (6150 Tarbell Rd.) Syracuse, N.Y. 13206	10 cu. yards	5000

Are you exempt from payment of New York State and Local Sales Taxes? Yes \_\_\_ No \_\_\_

If yes and you are awarded an ITEM, you will be required to furnish the appropriate completed New York State Certificate.

**IT IS HIGHLY SUGGESTED THAT THE BIDDER MAKE A PHOTOCOPY OF THIS PAGE AND THE PREVIOUS FOR YOUR RECORDS, SINCE YOU WILL BE RETURNING THE ORIGINALS OF THESE TWO PAGES TO US.**

## **TERMS & CONDITIONS**

### TA-32162 (7/71) - Attachment

TA 32162 (7/71) "Standard Conditions of Sale" is attached and made part of this Notice of Sale.

### BIDS

Offers shall be submitted on the attached Bid Form and should be returned with the Sale Number, and time and date of bid opening written on the front of the envelope.

### DESCRIPTION

The bulk of this material will be damaged signs, lighting poles, bases and arms, etc. Remainder will be miscellaneous scrap aluminum from service and maintenance areas.

Note: additional or temporary bins may be requested during the term of the contract at any NYSTA location not listed within. NYSTA reserves the right to conduct a mini-bid among contractors for any additional or temporary bin.

### AGREEMENT PERIOD

March 2, 2025 to March 1, 2028.

The Authority may consider the contract breached when:

1. The contractor fails to accept or pickup materials when requested or as specified.
2. The contractor fails to submit weight tickets or pay for materials within the specified time.

### AGREEMENT ASSIGNMENT

The contractor agrees that they will not assign, transfer, sublet or otherwise dispose of the contract or their right, title, or interest therein or their power to execute same, to any person, company or corporation without the written approval of the Authority.

### **PERTAINING TO ITEM 1, DELIVERIES:**

#### DISTRIBUTION

Deliveries of this material would be made from any of the locations listed below:

Thruway: Division Headquarters at W. Nyack, Newburgh, Albany, Syracuse & Buffalo, NY, along with approximately 20 other maintenance areas.

#### PROCEDURE

The contractor must accept all scrap aluminum that is to be delivered to the contractor's plant by Authority trucks and personnel. Trucks are to be weighed (at no cost to the Authority) before and after unloading in the presence of the driver of the vehicle delivering the scrap metal. Unloading, other than dumping, will be the responsibility of the contractor, using the contractor's equipment and personnel. Contractor will be given notice of delivery of scrap at least 24 hours in advance of such delivery.

## AWARD – DELIVERIES

Award will be made to all bidders. Material will most likely be delivered to the contractor's yard whose bid price and location of business (distance of haul) will result in the highest ultimate monetary return to the Authority. Vendors are to provide the relevant index pricing, each month, for this commodity. Email current monthly AMM index pricing pages to: Kelly.galvin@thruway.ny.gov , or fax: (518) 471-4442.

## DELIVERY DUTIES

At the time the NYS Thruway employee delivers the material, the contractor shall:

- Weigh truck (full)
- Unload Material
- Weigh Truck (empty)
- Sign Standard Receipt, Form TA-N3230-9 (provided by the TWY employee)
- Provide Signed Scale Ticket (weight slip)

Standard receipt and scale ticket are then given to Thruway Division Inventory Manager. Inventory Manager forwards originals & copy to the Bureau of Purchasing, for processing. **Sale No. 24-023** should be shown on the standard receipt.

## PERTAINING TO ON-SITE BINS:

### PROCEDURE FOR REMOVAL

The contractor is to place a bin on the premises listed herein FREE OF CHARGE. All scrap aluminum placed therein by the Authority will be classified as Scrap Aluminum and will be billed to the contractor as such.

### PICKUP

The contractor may replace the bin at their discretion or when called by Thruway personnel. The contractor is expected to replace the full bin within a **48-hour** time limit of when initially called to do so.

### AWARD- ON-SITE BINS

Award will be made to the highest bidder. Vendors may be asked to provide us the relevant index pricing for each month. The successful bidder shall be responsible for any and all permits, licenses, fees and insurance necessary to pick-up/haul these bins to and from premises. Vendors are to provide the relevant index pricing, each month, for this commodity. Email current monthly AMM index pricing pages to: Kelly.galvin@thruway.ny.gov , or fax: (518) 471-4442.

### THRUWAY PERSONNEL (at Bin Site) DUTIES

On-site personnel **MUST** complete a (preliminary) standard receipt TA-N3230-9 (03/2000) showing the **Sale no. 24-023**, description as Scrap Aluminum, Old Sheet & Cast, the bin's size, the location of the pickup (as shown on this contract) and the date or approximate date of the pickup, and then forward the receipt to the Division Inventory Manager.

### CONTRACTOR'S DUTIES

Upon removal of bin, the contractor's employee should notify on-site Thruway personnel of the pickup (either by word or note). Contractor shall:

- weigh contents of the bin at their premises to determine net weight
- process a scale ticket (showing gross, tare & net weights)
- **MUST then submit the scale ticket** (fax or mail) in a timely manner to the **Thruway's Division Inventory Manager:**

NY BIN:

Shannon Parham  
NYS Thruway Authority, Inventory Management  
201 North Rte. 303, W. Nyack, N.Y. 10994  
Tel.no.: (845) 727-2221 fax: (845) 727-5089 Shannon.parham@thruway.ny.gov

SYRACUSE BIN:

Debra Jones  
NYS Thruway Authority, Inventory Management  
6150 Tarbell Road  
Syracuse, NY 13206  
Tel. no.: (315) 438-2448 fax: (315) 437-4680 Debra.Jones@thruway.ny.gov

The scale ticket must show that the scrap concerns the ON-SITE BIN, the specific location at which the bin was stored, the date the pickup was made, and the description of the contents as Scrap Aluminum.

WEIGHT TICKETS

Contractor must submit weight tickets to NYSTA within **ten (10) calendar days** of bin pickup.

INSURANCE

- A. The Contractor must procure prior to commencement of work under the Contract, and maintain until the Contract is completed and the Authority has accepted all work performed thereunder, insurance of the kinds and in the amounts specified herein, covering all services and operations under the Contract, whether performed by the Contractor or its subcontractors, in accordance with the following conditions:
- 1) All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor.
  - 2) All insurance required by the Contract shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Authority, with an A.M. Best rating of "A-" or better.
  - 3) All insurance required by the Contract shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.
  - 4) The Contractor shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.
  - 5) The Contractor shall furnish the Authority with Certificate(s) of Insurance on ACORD Form 25 (2001/08), accompanied by additional insurance documents as required by the Authority, for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. The Contractor shall furnish the Authority with a copy of each Endorsement required herein. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board form; generally C-105.2 for Workers Compensation and DB-120.1 for NYS Disability Benefits.
  - 6) All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by certified mail to the contact listed for this Notice of Sale.



- 7) If insurance policies utilized for Authority projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance. The Authority has the option to accept or reject the Deductibles or SIRs, or the Contractor itself, or to impose additional security or other requirements, in view of the Authority's preference that insurance policies utilized for Authority projects have no Deductibles or SIRs.
  - 8) The Contractor shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the Authority, within twenty (20) days of such request.
  - 9) Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Contractor's obligation to maintain such insurance.
  - 10) Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion result in termination of the Contract.
  - 11) By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect the Contractor, and such coverages and limits shall not be deemed a limitation on the Contractor's liability under the indemnities granted to the Authority under any provision of the Contract.
  - 12) The Contractor and its subcontractors shall waive all rights against the Authority and its agents, officers, directors and employees, for recovery of damages to the extent these damages are covered by the CGL policy, Business Auto Policy.
  - 13) The Contractor shall provide a copy of the Authority's Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- B. The specific types and amounts of insurance that the Contractor must provide Pursuant to the Contract are as follows:

1) Workers' Compensation & NYS Disability Benefits Insurance

The Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the Workers' Compensation/Disability Benefits Law. If the Contract involves work on or near a shoreline, a U.S. Longshore and Harborworkers' Compensation Act Endorsement must be provided. The Maritime Coverage Endorsement, on an "if any" basis, shall be attached to the policy. The Contractor must provide proof of exemption, certified by the Workers' Compensation Board, to obtain a waiver from the requirements of this provision.

2) Commercial General Liability Insurance

The Contractor shall maintain Commercial General Liability (CGL), with no less than the following limits and coverages:

Each Occurrence Limit:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability:	\$ 100,000
Medical Expense:	\$ 5,000

CGL Insurance shall cover liability arising from premises, operations, independent contactors, products/completed operations, personal injury, advertising injury and contractual liability.

The General Aggregate shall apply separately to the subject matter (Project) of the Contract, and the Contractor shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to the Authority for this purpose.

3) Business Auto Liability Insurance

The Contractor shall maintain Business Automobile coverage, with no less than a \$1,000,000 Combined Single Limit, which shall cover liability arising out of the Contractor's use of any motor vehicle, whether owned, leased, hired, or non-owned.

If the Contract involves the removal of hazardous waste or environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

**PERTAINING TO ALL ITEMS**

**PAYMENTS**

Items purchased are subject to payment of New York State and Local Sales Taxes unless buyer can furnish proof of exemption.

Contractor payments will be due **ten (10) calendar days** from the date of our invoice, based on the price quoted in the bid. The check shall be payable to the NEW YORK STATE THRUWAY AUTHORITY and mailed to the following address:

NEW YORK STATE THRUWAY AUTHORITY  
ATTN: ACCOUNTS RECEIVABLE  
PO BOX 189  
ALBANY, NEW YORK 12201

Failure to pay in a timely manner may be cause to cancel that contractor's agreement with the Thruway.

\* \* \* \*

TA-32162 (7/71)

**NEW YORK STATE THRUWAY AUTHORITY**  
**BUREAU OF PURCHASING**  
**STANDARD CONDITIONS OF SALE**

1. CONDITION OF SALE ITEM

The Authority assumes no responsibility whatsoever as to the condition of the item(s) listed which will be sold "as is, where is."

2. INFORMALITIES

The Authority reserves the right to waive any informality in, or to reject any, or all offers.

3. SUBMISSION OF BID

Offers should be submitted in a sealed envelope and on the outside, it must bear the SALE NO., time & date of the bid opening and be marked with the words "BID ENCLOSED".

4. BID SURETY- **Not applicable.**

Bid shall be accompanied by a certified or Bank Cashier check (do not submit cash) drawn to the order of the New York State Thruway Authority in the amount equal to at least ten per cent (10%) of the total bid.

5. FORFEIT – **Not applicable.**

If the successful bidder does not accept item(s) awarded, the deposit check shall be forfeited.

6. PAYMENT – **Not applicable.**

The successful bidder will be required to furnish a certified check for the balance due on the item(s) awarded to him within seven (7) days of award. Failure to do so will constitute refusal to accept award. Removal from Thruway premises at his own expense shall be made within ten (10) days after the acknowledgement of receipt of check.

7. AWARD

Award will be made by item to the highest bidder unless otherwise stated in the Bid Form.

8. CONTRACT AWARD

The Authority reserves the right to make award within thirty (30) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder clearly states in his bid that acceptance thereof must be made within a shorter specified time.

9. WAIVER OF IMMUNITY

The contractor specifically agrees to the provisions of §2601 of the New York State Public Authorities Law which requires that, upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of

the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation or termination shall be paid.

#### 10. ANTI DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin or sex. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses") and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, national origin or sex, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, national origin or sex. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performance of this contract. If such labor union or representative fails or refuses so to agree in writing, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin or sex.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the

Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the New York State Thruway Authority upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such find shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) If this contract is canceled or terminated under clause (f), in addition to other rights of the New York State Thruway Authority provided in this contract upon its breach by the contractor, the contractor will hold the New York State Thruway Authority harmless against any additional expenses or costs incurred by the Authority in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the New York State Thruway Authority may withhold payments from the contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

(h) The contractor will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the New York State Thruway Authority may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the New York State Thruway Authority, the contractor shall promptly so notify the New York State Thruway Authority and also the Attorney General, requesting him to intervene and protect the interests of the State of New York.

#### 11. NON-COLLUSIVE BIDDING CERTIFICATION

The sheet attached to the Bid Form contains the Non-Collusive Bidding Certification required by law effective September 1, 1966, which is a part of the Standard Conditions of Sale.

## NON-COLLUSIVE BIDDING CERTIFICATE

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, communications, 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 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 restricting competition.

A bid shall not be considered for award nor shall any award be made where (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 shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (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 head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of paragraphs (1), (2) and (3) above.

Any bid hereafter made to any public authority or to any official of any public authority created by the state or any political subdivision by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.



**Thruway Authority**

**SUPPLEMENTAL INSURANCE CERTIFICATE**

*This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE documentation as required by the NYSTA. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.*

Insured: \_\_\_\_\_

All Work under NYSTA Project/Agreement/Permit No.: \_\_\_\_\_  
 (If NYSTA Permit, leave blank unless Permit No. is known)

Complete/check appropriate boxes:

	Yes	No
<b>I. Commercial General Liability (CGL) Insurance - Policy No.</b> _____		
a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the CGL provide coverage for:		
1. Explosion, Collapse and Underground Hazards (XCU)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Products & Completed Operations Liability?	<input type="checkbox"/>	<input type="checkbox"/>
3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	<input type="checkbox"/>	<input type="checkbox"/>
If "No", is Cross liability in the ISO GL policy restricted?	<input type="checkbox"/>	<input type="checkbox"/>
5. Property damage to work due to Independent contractor's (subcontractor's) operations?	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	<input type="checkbox"/>	<input type="checkbox"/>
<b>II. Workers' Compensation - Policy No.</b> _____		
a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is Workers' Comp. from a New York State authorized insurer?	<input type="checkbox"/>	<input type="checkbox"/>
c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	<input type="checkbox"/>	<input type="checkbox"/>
<b>III. Environmental Insurance (EI) (including Asbestos &amp; Lead Abatement) - Policy No.</b> _____		
<b>Professional Liability Insurance (PLI) (including Errors &amp; Omissions) - Policy No.</b> _____		
a. Do EI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>
b. If EI is on a claims-made basis, what is the retroactive date? _____		
c. Do PLI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>
d. If PLI is on a claims-made basis, what is the retroactive date? _____		
<b>IV. Mandatory Endorsements and Other Provisions (all policies including auto liability)</b>		
a. Is the NYSTA listed as an Additional Insured by ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, under the CGL and Umbrella policies?	<input type="checkbox"/>	<input type="checkbox"/>
b. Are the Umbrella and/or Excess Liability insurance policies issued on a "stand alone" or "follow form basis" to the primary CGL, Commercial Auto and/or Employer's Liability? Identify for each policy:		
Umbrella Policy No. _____	Stand Alone <input type="checkbox"/>	Follow Form <input type="checkbox"/>
Excess Policy No. _____	<input type="checkbox"/>	No Policy <input type="checkbox"/>
c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	<input type="checkbox"/>	<input type="checkbox"/>
If "No", identify policies that are not endorsed: _____		
d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis: _____		
e. Is the Automobile Liability policy endorsed to include <b>either</b> ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms <b>or</b> ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	<input type="checkbox"/>	<input type="checkbox"/>

*This certificate is issued as a matter of information only. The information provided herein accurately describes the policies listed above; and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed above. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.*

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

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

Print Name: \_\_\_\_\_

Insurer's Agent

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

Insurance Broker

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Fax No.: (     )     -     \_\_\_\_\_

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