

**Seller's Disclosure/Bidder's Acknowledgment  
of Terms, Conditions, and Other Requirements  
Pertaining to the Sale of  
NYS Surplus Property - 1 Railroad Caboose  
with a Section of Train Track and 12 Crossties**

NEW YORK STATE OFFICE OF GENERAL SERVICES  
SURPLUS PROPERTY SALE - 1 RAILROAD CABOOSE  
WITH A SECTION OF TRAIN TRACK AND 12  
CROSSTIES

**Seller's Disclosure/Bidder's Acknowledgment  
of Terms, Conditions, and Other  
Requirements  
Pertaining to the Sale of NYS  
Surplus Property - 1 RAILROAD  
CABOOSE WITH A SECTION OF  
TRAIN TRACK AND 12  
CROSSTIES**

**INSTRUCTIONS:** All Bidders are required to read this document prior to submitting a bid. The winning Bidder (the "Buyer") is required to sign in the space provided in the Buyer's Acknowledgment section below, and initial at the bottom of each page.

— Section I: TERMS AND CONDITIONS —

1. The State of New York (the "State"), through the New York State Office of General Services ("OGS"), reserves the right to **add** or **withdraw** any item(s) before the time of sale.
2. Property has been available for inspection and is being sold on an "as is" and "where is" basis, with no guarantee expressed or implied by the State of New York. Potential buyers are **encouraged to inspect** the item before bidding.
3. Bidders/Buyers specifically acknowledge that the 1 Railroad Caboose with a section of train track and 12 crossties (the "Property") offered for sale contains certain HAZARDOUS MATERIALS, i.e., ASBESTOS and LEAD PAINT.
4. Sale will be made to the highest bidder, subject to the following terms of sale.
5. New York State reserves the right to reject any or all bids.
6. The sale of the Property is complete, with risk of loss passing to the Buyer when (i) Buyer has been notified by OGS that acceptable evidence of insurance has been submitted and (ii) full payment has been received by OGS. The State's INSURANCE REQUIREMENTS pertaining to the sale of the Property are contained in section II of this document.
7. **All sales are final. No refunds, No returns, No exchanges, No turndowns.**

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8. Sales tax will be charged and collected on the purchase, unless the State is furnished with acceptable proof of exemption at the time of sale.
9. Bidders must be 18 years of age or older.
10. **Removal of the Property.** Buyer is solely responsible for removal of the Property from the Allan H. Treman State Marine Park, 805 Taughannock Blvd. (Rt 89), Ithaca, NY 14850 (the "site"), and is responsible for all costs associated therewith, and the acquisition of any and all permits or licenses which may be required. Removal must be made during the State's normal business hours, i.e., 8:00 a.m. to 4:00 p.m., and shall occur no later than 30 business days from the date the sale of the Property is complete pursuant to paragraph 6 above. A copy of the Bill of Sale **must** be furnished at the time of removal. If the Property is not removed within 30 business days from the sale of the Property is complete pursuant to paragraph 6 above, ownership of the Property shall revert to OGS, and no financial compensation shall be made to the Buyer. **Buyer is solely responsible for any and all damages or injuries arising from removal of the Property from the site.**

The Buyer, within 48 hours of the conclusion of bidding, shall provide to OGS Certificates of Insurance, including the declaration page or binder if written on Personal Lines, evidencing compliance with all requirements contained in section II of this document. Such Certificates shall be of form and substance acceptable to OGS. Acceptance and/or approval by OGS does not and shall not be construed to relieve Buyer of any obligations, responsibilities or liabilities hereunder.

12. By bidding, Bidder acknowledges acceptance of these terms and conditions.

13. **NOTICE:** Buyer certifies that it shall responsibly use the Property—including disposition of the Property—in compliance with all applicable laws and rules, and environmentally preferred practices.

*[Remainder of page intentionally blank.]*

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— **Section II: Insurance Requirements**

All insurance required by OGS herein shall be obtained at the sole cost and expense of the Buyer; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self-insurance maintained by OGS. All Commercial Insurance and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 or its equivalent).

The Buyer shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Buyer shall require that any subcontractors they hire carry insurance and provide evidence of insurance to OGS for review with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Buyer shall cause all insurance to be in full force and effect as of the date the Buyer or its agents enters on the site and throughout the term of the removal of the property from the site. The Buyer shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Buyer shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements herein.

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth herein shall be delivered to OGS within five (5) business days after renewal/expiration or upon request. If, at any time, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth herein, or proof thereof is not provided to OGS, the Buyer shall immediately cease removal work. The Buyer shall not resume removal work until authorized to do so by OGS.

The Buyer shall obtain and maintain in full force and effect, the following insurance

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with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of **not less than \$1,000,000** each occurrence. Such insurance shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

Or

Personal Liability with a limit of not less than \$1,000,000 each occurrence.

- b) Buyer must submit proof that they have the workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.) The Buyer shall notify the Office of General Services, Office of Legal Services, at least thirty (30) days prior to material change or cancellation of such coverage.
- c) Comprehensive Business Automobile Liability Insurance with a limit of **not less than \$1,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

Waiver of Subrogation. Buyer shall cause to be included in each of its policies a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Buyer waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

**Note: In the event that Buyer will not be entering on the site or removing the Property from the site, but will hire others to do so, these insurance requirements may be satisfied through submission of evidence that such hired parties entering on the site to remove the Property have the insurance required herein.**

Buyer acknowledges that failure to obtain any or all required insurance on behalf of OGS, as specified herein, constitutes a material breach of terms and conditions of the auction/sale and subjects Buyer to liability for damages, indemnification and all other legal remedies available to OGS, which legal remedies include—by way of example but not limitation—the cancellation of the sale.

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**— Section 3: Iran Divestment Act —**

By submission of a winning bid for the purchase of the Property, and upon the State's acceptance of such winning bid, the Buyer has entered into a contract for the purchase of an item of such surplus property (the "Contract"), and hereby certifies that Buyer is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list (the "Prohibited Entities List"), which list is posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>; and further certifies that Buyer will not utilize in connection with such Contract any subcontractor that is identified on the Prohibited Entities List. Buyer also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before NYSOGS may approve a request for Assignment of the Contract.

During the period following the State's award of the sale to Buyer, i.e., during the period agreed upon by the parties for Buyer's removal of the property purchased, should NYSOGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSOGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then NYSOGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Buyer in default.

NYSOGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List, and to pursue a cancellation of the sale to the Buyer should Buyer appear on the Prohibited Entities List hereafter.

**Buyer's Acknowledgment**

Buyer hereby acknowledges and accepts the disclosures and Terms and Conditions set forth herein. If the undersigned is acting in this transaction as an agent or employee of Buyer, the undersigned acknowledges that he or she has authority to act in this matter on behalf of Buyer and accept these disclosures and Terms and Conditions as the binding act of the Buyer.

**BUYER:** \_\_\_\_\_  
(Print Buyer Name)

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of person signing & specify representative capacity, as applicable)

\_\_\_\_\_  
(eBay account user name)

Date: \_\_\_\_\_, 2016