

**NEW YORK STATE PUBLIC AUCTION**  
**THURSDAY, MAY 26, 2011 AT 10:00 AM**  
REGISTRATION BEGINS AT 9:30 AM

**THE SCHENECTADY ARMORY**  
**125 WASHINGTON AVENUE**  
**SCHENECTADY, NEW YORK 12305-2298**  
**SCHENECTADY COUNTY, NEW YORK**

**MINIMUM BID: \$ 395,000**



**AUCTION TO BE HELD AT:** New York State Department of Transportation  
50 Wolf Road, Conference Rooms A & B  
Albany, New York

**GENERAL INFORMATION:** NYS Office of General Services  
Bureau of Land Management  
(518) 474-2195  
[www.ogs.state.ny.us](http://www.ogs.state.ny.us)



# NYS PUBLIC AUCTION

THE SCHENECTADY ARMORY  
125 WASHINGTON AVENUE, CITY OF SCHENECTADY  
SCHENECTADY COUNTY, NEW YORK

**Public Auction At:** New York State Department of Transportation  
50 Wolf Road, Conference Rooms A & B  
Albany, New York

**PLEASE NOTE:** **As the auction is being held in a public building, you will be required to present photo identification before being permitted to enter.**

**Parking is available in the designated Visitor Lot. If you park in any other area, your vehicle is subject to towing.**

**Date & Time:** Thursday, May 26, 2011, at 10:00 am ~ Registration will begin at 9:30 am

**Description:** The property is a multi-story armory consisting of 65,000± square feet, circa 1936, on a 1.90± acre lot.

**THE PROPERTY IS BEING SOLD AS IS. ALL POTENTIAL BIDDERS ARE ENCOURAGED TO RESEARCH THE PROPERTY BEFORE BIDDING.**

**Minimum Bid:** \$ 395,000 (By law, no lower bid can be accepted)

**Terms:** An initial deposit of \$ 39,500, in the form of a certified check or bank draft made payable to yourself, must be presented to register. The successful bidder will be required to endorse the deposit check to the "Commissioner of General Services". If applicable, an additional nonrefundable amount will be required which, together with the initial deposit, equals 10% of the successful bid. Said amount to be paid no later than 10 business days after notification of acceptance of bid. The balance of the purchase price is due 120 days after notification of acceptance of bid.

**Site Inspections:** Open houses are scheduled as follows:

Thursday, April 14, 2011	9:00 am to 11:30 am
Friday, April 29, 2011	12:30 pm to 2:30 pm
Tuesday, May 17, 2011	9:00 am to 11:30 am

Other Times Available By Appointment

**Broker Commission:** A 3% broker commission will be paid by the State of New York to a qualified real estate broker who represents the successful bidder. Bidder and Broker Affidavits (enclosed) must be submitted to the OGS Office of Legal Services by close of business May 23, 2011.

**Special Requirements:** Anyone acting as a representative of another person or corporation must, at least 48 hours in advance, verify such capacity in writing. A sample authorization to bid form is included in the market package. Please call the OGS Office of Legal Services at (518) 474-8831, or fax (518) 473-4973, for additional information.

**PLEASE NOTE:** ***THE ABOVE IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. PROSPECTIVE BIDDERS ARE URGED TO OBTAIN PROFESSIONAL ADVICE, PRIOR TO THE PUBLIC SALE, IN ORDER TO ASSESS THE SITE'S POTENTIAL, BUILDING AND MECHANICAL COMPONENTS AND CONDITION, AND COMPLIANCE WITH HEALTH AND BUILDING CODES FOR ANY PLANNED USE OF THE PROPERTY.***

# **FACT SHEET**

TAX MAP IDENTIFICATION: City of Schenectady ~ Section 39.71, Block 1, Lot 53

LOT SIZE: 1.90± Acres

LOCATION: The subject property is conveniently located near I-890, I-88, and I-90 (the Thruway). Also found nearby are the Palace Theater, Union College, Schenectady County Community College, Schenectady County Airport, the Mohawk Riverfront (including the historic Stockade area), parks, and a myriad of other locales for families and businesses alike.

SITE DESCRIPTION: The site is irregular and consists of 1.90± acres. There are multiple access points with road frontage along Washington Avenue, Railroad Avenue, and Fuller Street. It is mostly level and improved with a paved parking area. The building covers approximately 45% of the total site area.

BUILDING DESCRIPTION: The approximately 73± year old, single-user, multi-story armory building consists of 65,000± square feet including usable basement area. The overall condition is average/good. There is also a garage storage/maintenance building at the rear of the building.

*\*\* PLEASE REFER TO THE ENCLOSED MAPS, SKETCHES, AND PHOTOS FOR ADDITIONAL DETAILS AND LAYOUT \*\**

ZONING: State-owned property is exempt from local zoning. However, the subject is within an Institutional (I) District. For complete information, contact the City of Schenectady Department of Development at:  
<http://www.cityofschenectady.com/development.htm>.

OCCUPANCY: The property is currently vacant.

UTILITIES: All municipal utilities are available on site.

ASBESTOS/LEAD PAINT: Due to the age of the building, the potential for asbestos in interior and exterior structural components and the presence of lead in underlying paint cannot be discounted.

ENVIRONMENTAL CONDITIONS: No significant adverse environmental conditions were observed. However, potential bidders are encouraged to get their own environmental assessment.

# FACT SHEET

HISTORIC STRUCTURE INFORMATION:

The Armory was built in 1936 by state architect William Hugaard who reportedly designed eleven other armories. It is listed on both the National and State Register of Historic Places and may qualify for Historic Preservation Tax Credits and other special programs for historic properties. New enhanced New York State Historic Preservation Tax Credit was recently signed into law. (More information can be found at: <http://nysparks.state.ny.us/shpo/investment/income.htm>.) A general deed covenant will be placed upon the building for historic preservation. See the following page for Frequently Asked Questions about the State and National Registers of Historic Places in New York State.

OWNERSHIP:

The property is currently owned by the State of New York.

EASEMENTS:

The property is subject to typical municipal and utility easements in addition to the following known easements:

- Maintenance easement to the City of Schenectady and the People of the State of New York.
- Maintenance easement to the Hotel Van Curler Garage, Inc.

The easements are further described in the proposed description found later in this package.

TAXES AND ASSESSMENT:

State-owned property is exempt from property and school taxes. For information regarding assessment rates, please contact the City of Schenectady Assessor's Office at (518) 382-5075.



**PLEASE NOTE: THE ABOVE IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. PROSPECTIVE BIDDERS ARE URGED TO OBTAIN PROFESSIONAL ADVICE, PRIOR TO THE PUBLIC SALE, IN ORDER TO ASSESS THE SITE'S POTENTIAL, BUILDING AND MECHANICAL COMPONENTS AND CONDITION, AND COMPLIANCE WITH HEALTH AND BUILDING CODES FOR ANY PLANNED USE OF THE PROPERTY.**



**FOR FURTHER INFORMATION, PLEASE CONTACT:**

**DESIGNATED OGS BUREAU OF LAND MANAGEMENT CONTACTS @ (518) 474-2195:**

- ROBERT M. VANDELOO
- LAURA GRAHAM
- CHARLES SHEIFER
- RICH BENNETT

**DESIGNATED OGS LEGAL SERVICES CONTACTS @ (518) 474-8831:**

- THOMAS A. POHL
- FRANK P. PALLANTE

# **Frequently Asked Questions about the State and National Registers of Historic Places in New York State**

*(Reprint of New York State Office of Parks, Recreation, Historic Preservation Flyer)*

## ***What are the State and National Registers of Historic Places?***

Administered by the State Historic Preservation Office (SHPO), which is part of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP), the registers are the official lists of properties that are significant in history, architecture, engineering, landscape design, archeology and culture within local, state and/or national contexts. More than 80,000 historic properties in New York have received this prestigious recognition.

## ***What qualifies a property for listing on the registers?***

The registers criteria recognize the value of all aspects of New York's diverse culture. Properties must represent a significant historic theme (e.g., architecture, agriculture, industry, transportation) and retain sufficient integrity to illustrate their association with that theme -- specifically, properties must possess integrity of location, design, setting, materials, workmanship, feeling and association. Properties less than 50 years of age, with rare exceptions, are not considered eligible for listing.

## ***What kinds of properties can be included in the registers?***

Buildings and structures such as residences, churches, commercial buildings and bridges; sites such as cemeteries, landscapes and archaeological sites; districts or groups of buildings, structures or sites that are significant as a whole, such as farmsteads, residential neighborhoods, industrial complexes and cultural landscapes; and objects such as fountains and monuments.

## ***What is a historic district?***

A historic district is a group of buildings, structures, and sites related architecturally and/or historically and listed together on the State and National Registers. A district may include any number of properties.

## ***What is the process for listing a property on the registers?***

To begin, an application must be submitted to the State Historic Preservation Office for evaluation. If the property is determined eligible for listing, the nomination sponsor is responsible for providing documentation that describes the property's setting and physical characteristics, documents its history, conveys its significance in terms of its historic context and demonstrates how it meets the register's criteria. Once complete, the nomination is reviewed by the New York State Board for Historic Preservation. If the board recommends the nomination, the New York State Historic Preservation Officer (Commissioner of the Office of Parks, Recreation and Historic Preservation) lists the property on the State Register and forwards it to the National Park Service for review and listing on the National Register.

## ***Can an owner object to having his or her property listed on the registers?***

Yes. An individual privately owned property cannot be listed over the objection of its owner. A district cannot be listed over the objection of a majority of owners. It is the policy of the SHPO to work closely with nomination sponsors and communities to provide information about the registers program and opportunities for comment.

## ***What are the benefits of being listed on the registers?***

The State and National Registers are a recognized and visible component of public and private planning. The registers promote heritage tourism, economic development and appreciation of historic resources.

Benefits include:

- Official recognition that a property is of significance to the nation, the state, or the local community.
- Listing raises the community's awareness and pride in its past.

- Owners of historic commercial and rental properties listed on the National Register may qualify for a preservation tax credit. The Tax Reform Act of 1986 allows a 20 percent tax credit for the substantial rehabilitation of income-producing historic properties. The work performed must meet federal preservation standards. [See [The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995](#)]
- Not-for-profit organizations and municipalities that own listed properties are eligible to apply for New York State historic preservation grants. Additional grants are available through other public and private sources.
- Properties that meet the criteria for registers listing receive a measure of protection from state and federal undertakings regardless of their listing status. State and federal agencies must consult with the SHPO to avoid or mitigate adverse effects to listed or eligible properties.

***Will State and National Registers listing restrict the use of a property??***

Listing on the registers does not interfere with a property owner's right to remodel, alter, paint, manage, sell, or even demolish a historic property, local zoning or ordinances notwithstanding. If state or federal funds are used or if a state or federal permit is required, proposed alterations will be reviewed by the SHPO staff - regardless of listing status.

***How can an owner get a State and National Registers plaque to display on his or her building?***

The State and National Registers program does not provide plaques. A list of manufacturers is available upon request.

***Must owners of listed buildings open their buildings to the public?***

No. There is absolutely no requirement to open registers listed properties to the public.

***Will a property owner be able to leave his property to his children or anyone else he/she wishes?***

Yes. Listing on the registers in no way affects the transfer of property from one owner to another.

***Will listing on the State and National Registers, either individually or in a historic district, affect local property taxes or zoning?***

No. Listing has no direct bearing on any of these local actions.

***How do the State and National Registers differ from local landmark designation?***

State and National Registers listing should not be confused with local landmark designation. Many communities have enacted local historic landmark ordinances that establish local commissions and review procedures for locally designated properties. These commissions are established and operated independently from the State and National Registers, although the goals are similar -- to protect and preserve properties important in our past.

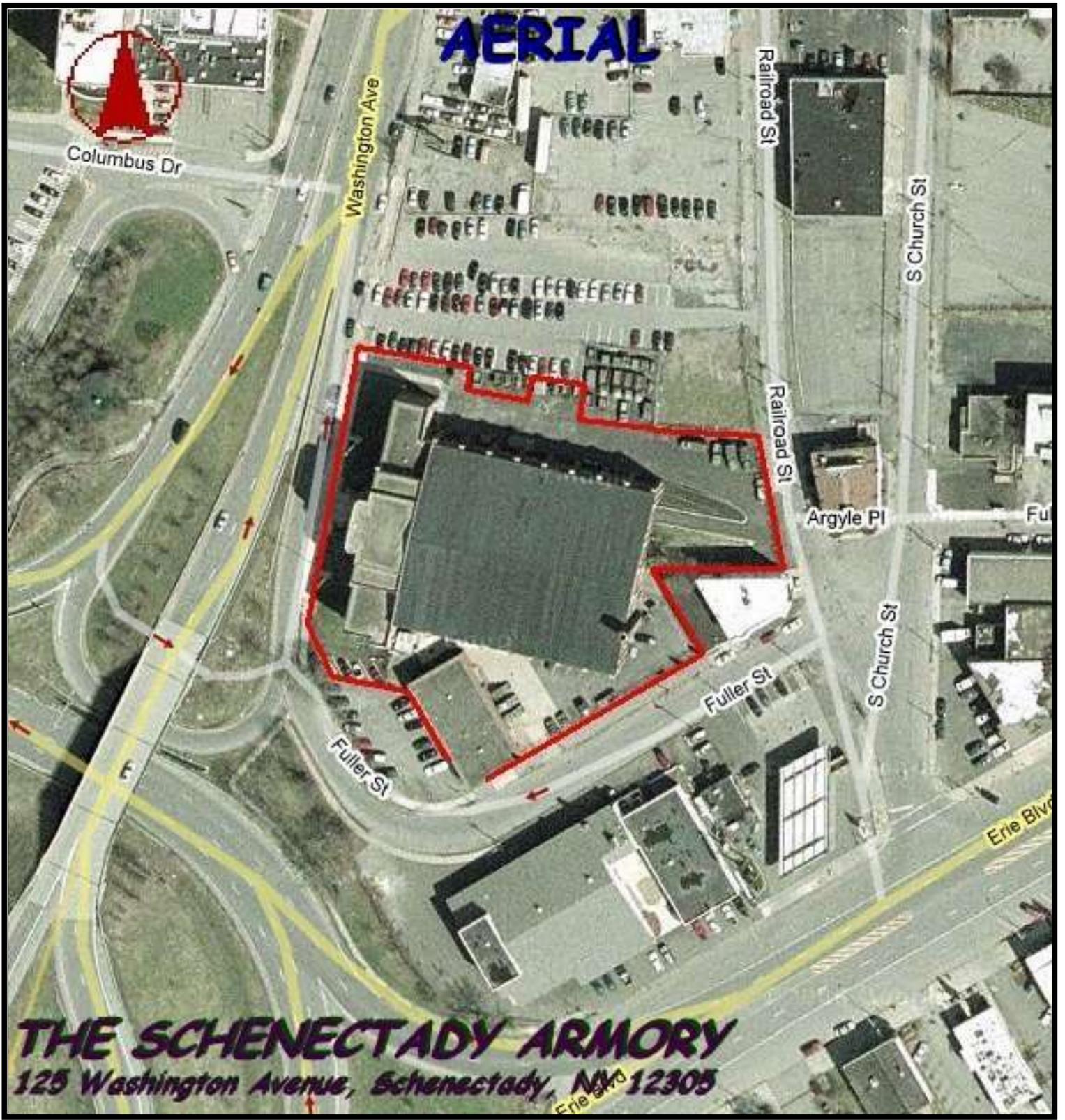
***How does listing protect a building and its surroundings?***

The registers are a valuable tool in the planning of publicly funded, licensed or permitted projects. Government agencies are responsible for avoiding or reducing the effects of projects on properties that are eligible for or listed on the registers. Listing raises awareness of the significance of properties, helping to ensure that preservation issues are considered early and effectively in the planning process.

***Where can I find out more about the State and National Registers?***

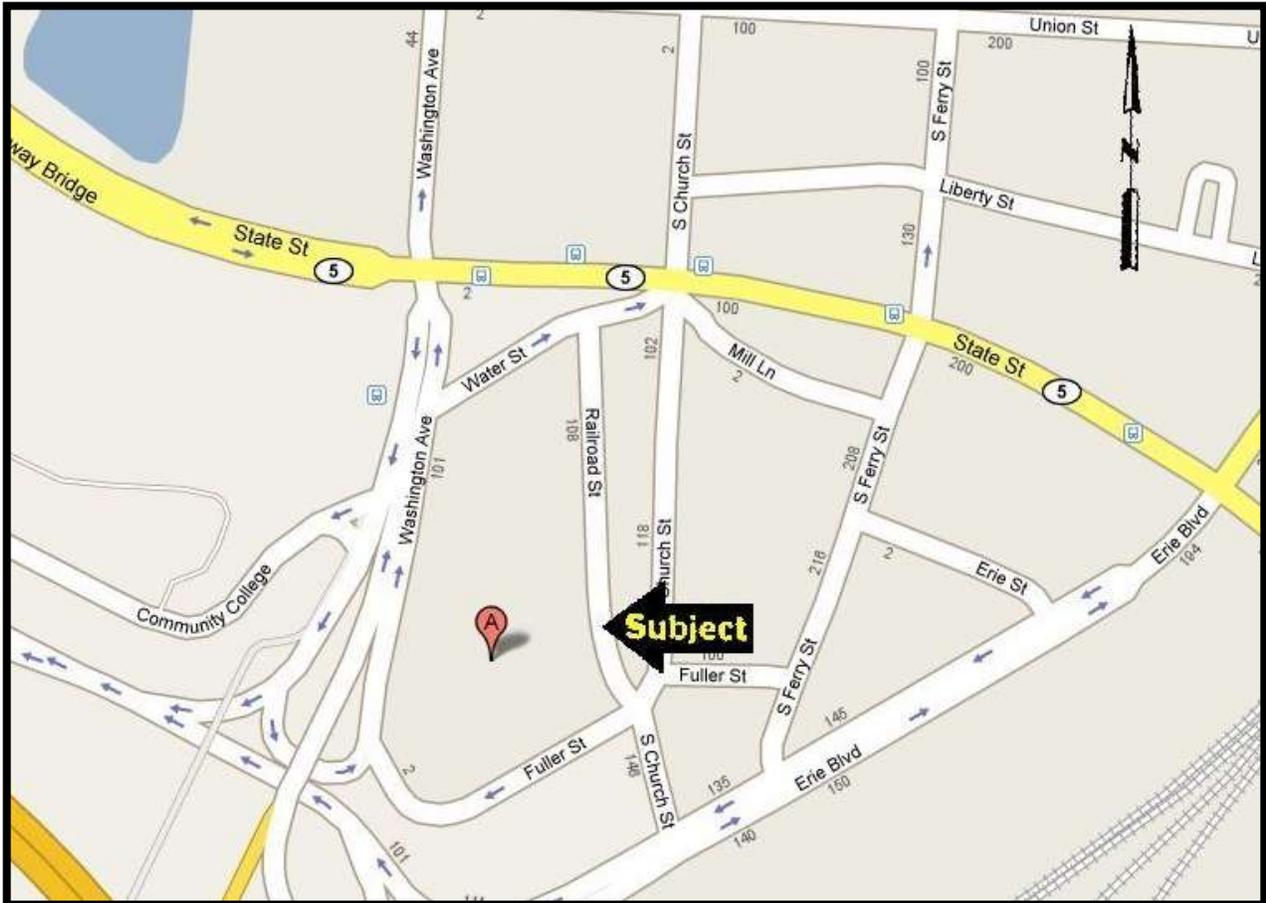
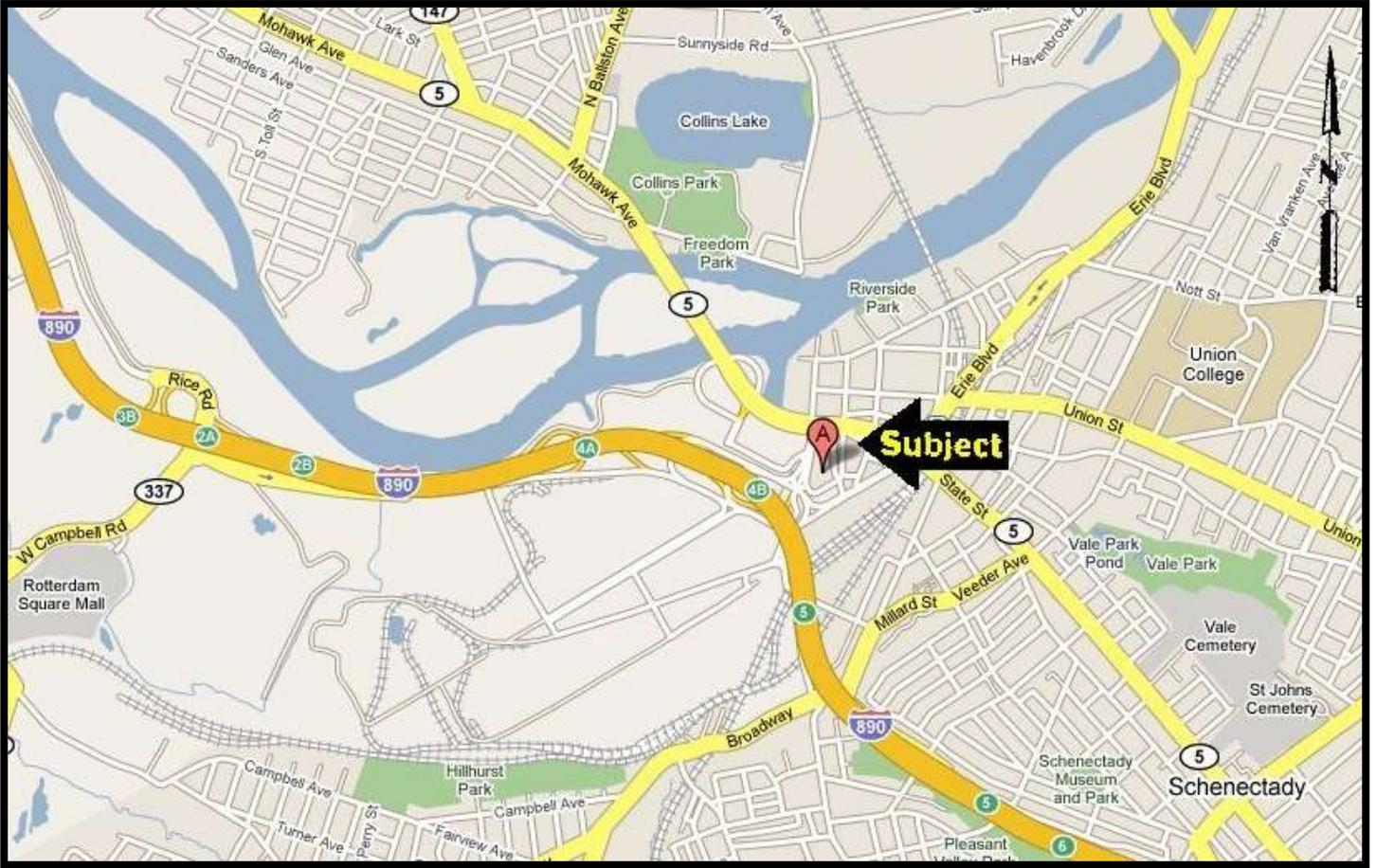
For more information contact the Historic Preservation Field Services at (518) 237-8643 or log on to the OPRHP website at [www.nysparks.state.ny.us](http://www.nysparks.state.ny.us)

# AERIAL



**THE SCHENECTADY ARMORY**  
125 Washington Avenue, Schenectady, NY 12305

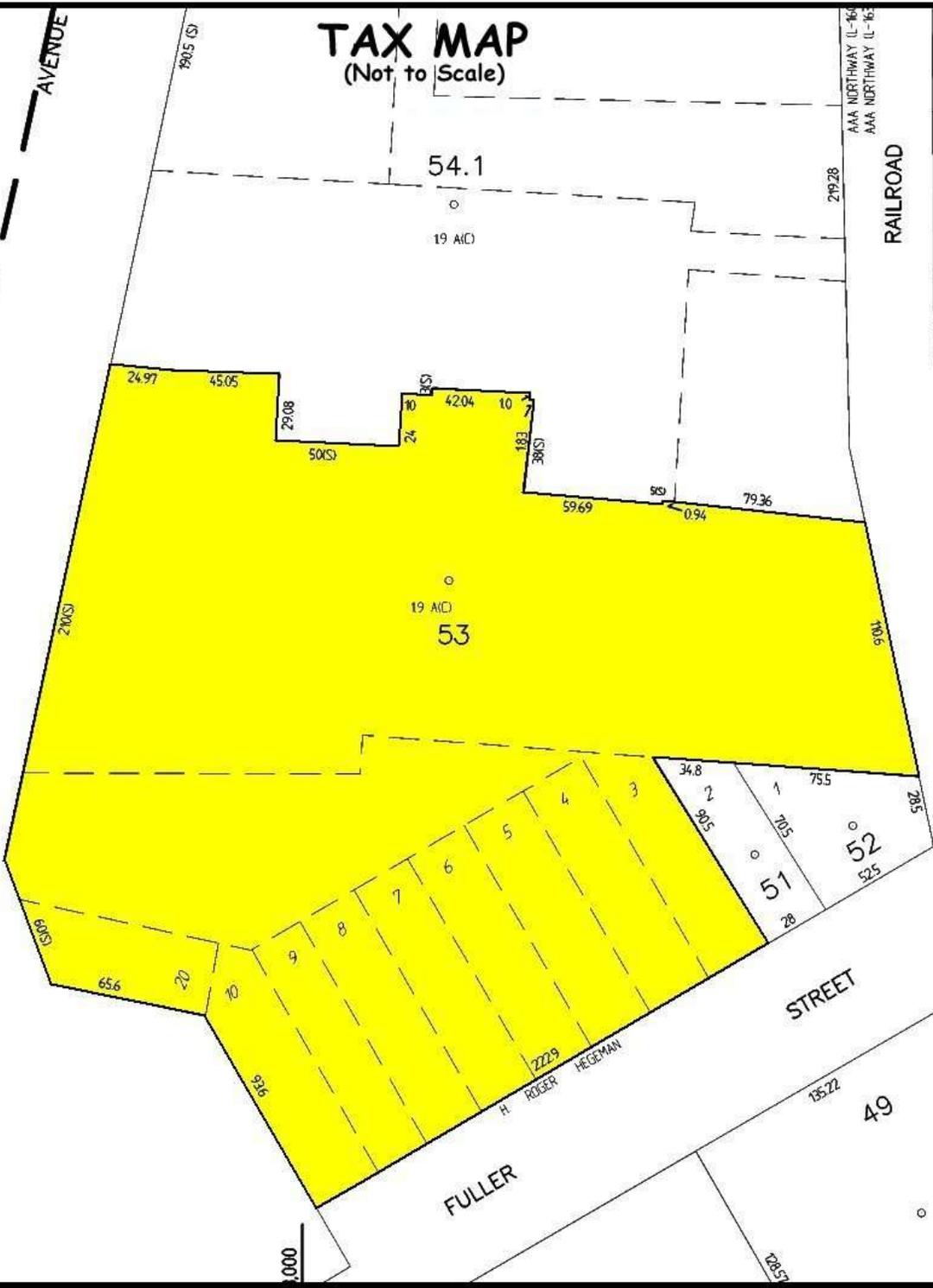
# LOCATION MAPS



# TAX MAP

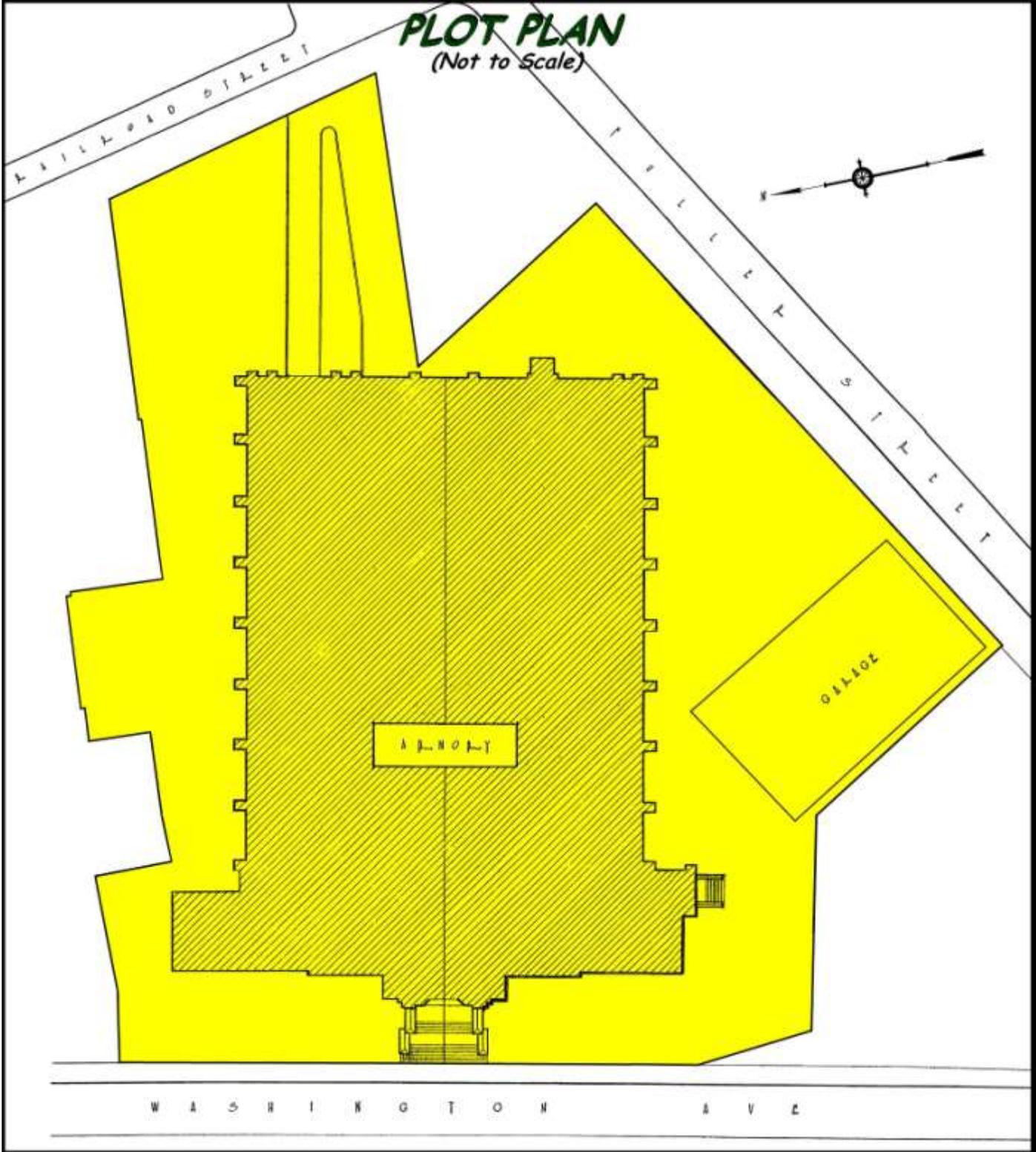
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WASHINGTON AVENUE



# PLOT PLAN

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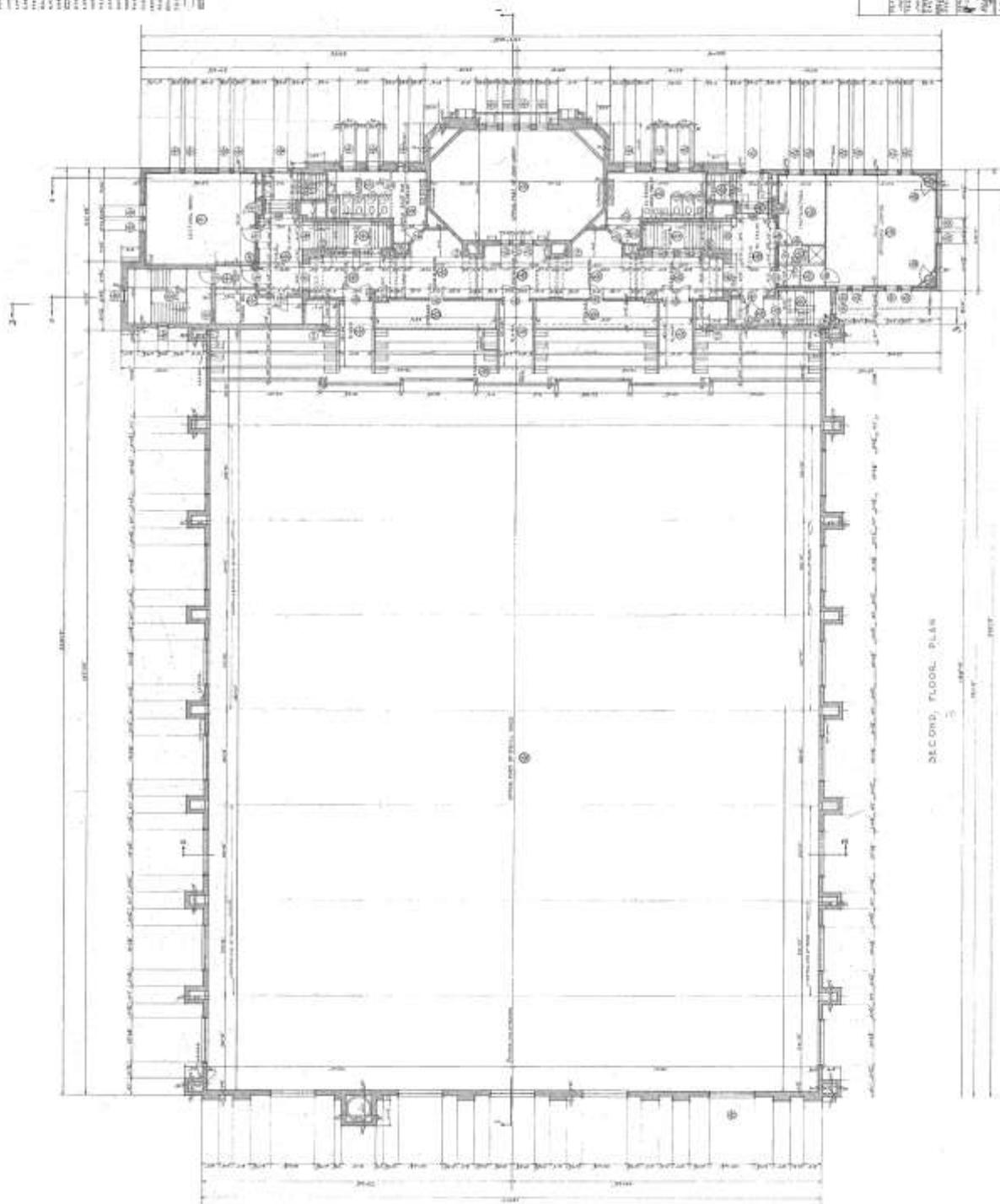
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WATERPROOFING SPECIFICATIONS

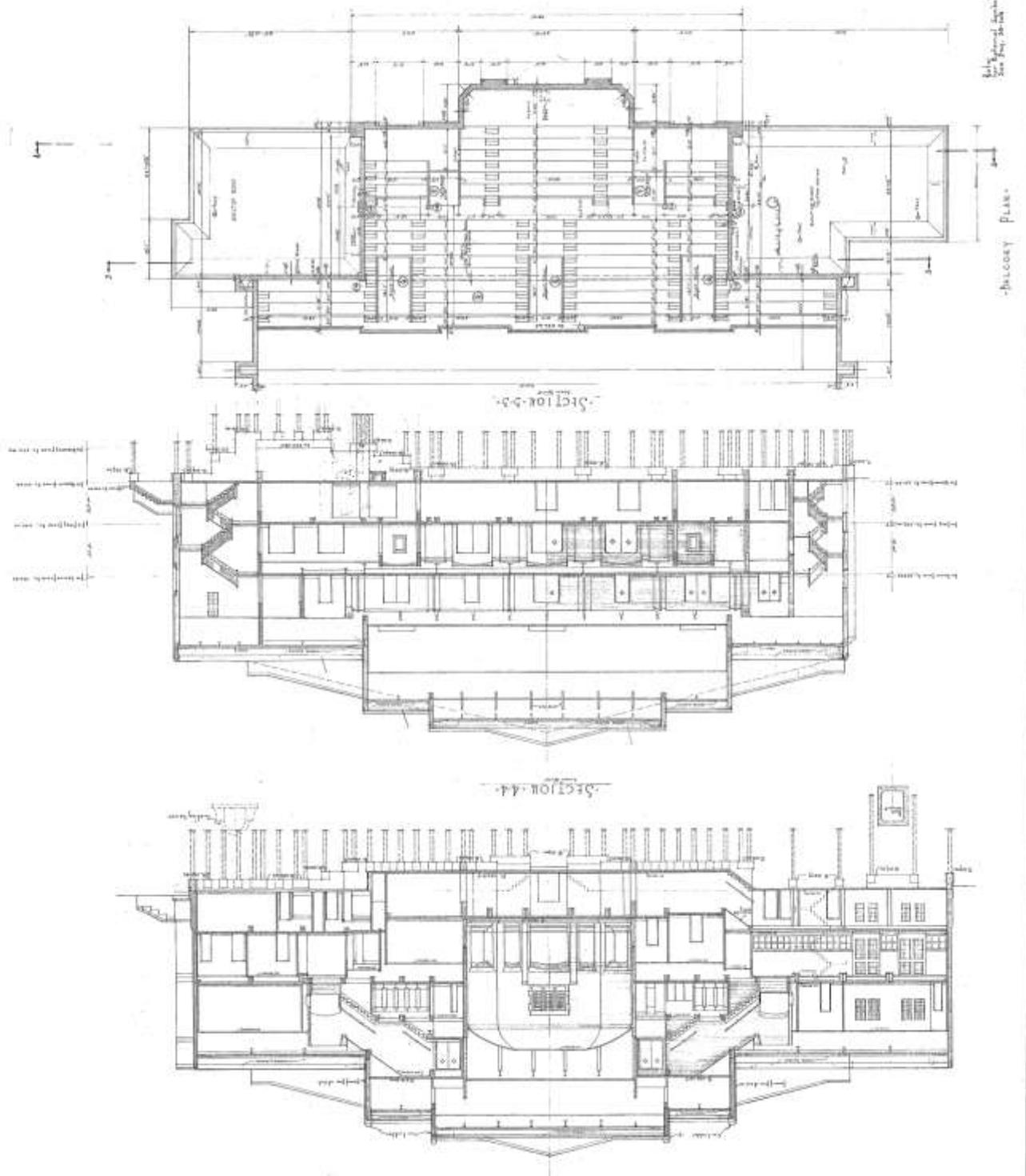
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SECOND FLOOR PLAN

STATE ALMOY  
 ALMOY HOUSE  
 CONSTRUCTION  
 SECOND FLOOR PLAN  
 108

STATE ALMOY		SCALE	1/4" = 1'-0"
DESIGNED BY	CONSTRUCTION	NO.	110
ENGINEER	ARCHITECT	DATE	
- BALCONY PLAN -			
SECTION 5			
STATE ALMOY			
DIVISION OF AGRICULTURE			
OFFICE OF EXPERIMENTAL PLANTATIONS			
DESIGNED BY J. G. BROWN			
DATE 1911			



See page 10 for details

- BALCONY PLAN -

SECTION 5

SECTION 4

# PHOTOS



**Front View**



**Rear View**



**South Side of Building**



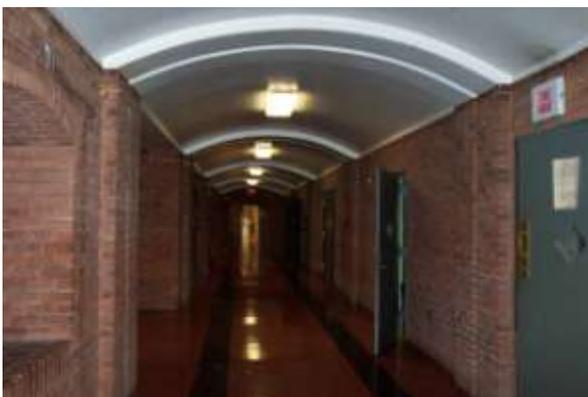
**Gymnasium/Drill Area**



**Gymnasium/Drill Area**



**Restroom**



**Hallway**



**Showers**

# PHOTOS



**Kitchen Area**



**Office**



**Office**



**Utility Room**



**Boilers**



**Loading Ramp at Rear of Building**



**Garage Area**



**Garage Area**

**PROPOSED DESCRIPTION**  
**SCHENECTADY ARMORY**  
**UPL01064**

ALL that certain tract or parcel of land, situate, lying and being in the City of Schenectady, County of Schenectady, State of New York, being bounded and described as follows:

BEGINNING at a point in the easterly line of Washington Avenue distant northerly 214.00 feet, measured along said easterly line of Washington Avenue from its intersection with the northerly line of Fuller Street, said point of beginning being the southwesterly corner of that portion of said State armory lands which was conveyed to the People of the State of New York by Mary H. Nuttall by deed dated June 25, 1935 and recorded in Schenectady County Clerk's Office June 26, 1935 in Book 395 of Deeds at page 415, and running from said point of beginning along the easterly line of Washington Avenue North 25 degrees 7 minutes and 20 seconds East 257.20 feet to the northwesterly corner of that portion of said State armory lands which was conveyed to the People of the State of New York by Hotel Van Curler Garage, Inc. by deed dated August 9, 1935 and recorded in said Clerk's office on August 12, 1935 in Book 396 of Deeds at page 243; thence South 65 degrees 19 minutes 50 seconds East 24.97 feet; thence South 75 degrees 40 minutes 30 seconds East 45.05 feet; thence South 13 degrees 40 minutes West 29.08 feet to the southeasterly corner of that portion of said State armory lands conveyed to the People of the State of New York by said Hotel Van Curler Garage, Inc. as aforesaid; thence South 75 degrees 20 minutes 10 seconds East 17.20 feet; thence South 71 degrees 56 minutes East 30.67 feet; thence North 23 degrees 8 minutes East 24.42 feet; thence South 71 degrees 28 minutes East 10.14 feet; thence North 18 degrees 32 minutes East 1.30 feet; thence South 71 degrees 14 minutes East 42.04 feet; thence South 15 degrees 48 minutes West 1.00 feet; thence South 71 degrees 14 minutes East 1.83 feet; thence South 18 degrees 48 minutes West 34.95 feet; thence South 71 degrees 42 minutes East 60.00 feet; thence North 19 degrees 37 minutes East 1.23 feet; thence South 72 degrees 00 minutes East 84.40 feet to the westerly line of Railroad Street at the northeasterly corner of that portion of said State armory site which was conveyed to the People of the State of New York by Walter E. Talbot and Ella Magill Talbot, his wife, by deed dated July 3, 1935 and recorded in said Clerk's office July 5, 1935 in Book 395 of Deeds at page 506; thence along the westerly line of Railroad Street South 00 degrees 01 minutes 10 seconds West 110.30 feet to the southeasterly corner of the portion of said State Armory lands which was conveyed to the People of the State of New York by James A. Goodrich by deed dated June 26, 1935 and recorded in said Clerk's office June 27, 1935 in Book 395 of Deeds at page 433; thence along the northerly line of property now or formerly of the Wendell Hotel North 72 degrees 50 minutes 20 seconds West 107.60 feet to the northeasterly corner of that portion of said State armory lands which was conveyed to the People of the State of New York by Hermina Sollman by deed dated June 25, 1935 and recorded in said Clerk's office on June 26, 1935 in Book 395 of Deeds at page 413, being also the northeasterly corner of Lot No. 3 on "Map of Lots in the First Ward of the City of Schenectady belonging to H. Roger Hegeman," filed in the office of the Clerk of the County of Schenectady February 17, 1898; thence along the easterly line of said Lot No. 3 South 17 degrees 39 minutes East 90.50 feet to the northerly line of Fuller Street; thence along the northerly line of Fuller Street South 72 degrees 21 minutes West 222.90 feet to the southwesterly corner of Lot No. 10 as laid down on said map above referred to, being also the southwesterly corner of that portion of said State armory lands which was conveyed to the People of the State of New York by Belle Chamberlain by deed dated June 25, 1935 and recorded in said Clerk's office on June 26, 1935 in Book 395 of Deeds at page 416; thence along the westerly line of Lot No. 10 North 17 degrees 39 minutes West 93.60 feet to the southeasterly corner of that portion of said State armory property which was conveyed to the People of the State New York by Mary H. Nuttall by said deed of June 25, 1935 hereinabove referred to; thence along the southerly line of the property so conveyed by said Nuttall North 63 degrees 53 minutes West 93.60 feet to the point and place of beginning; all bearings being magnetic bearings as of June 21, 1932.

BEING the same premises as described in the following conveyances:

(1) Deed from Hotel Van Curler Garage, Inc., dated August 9, 1935 and recorded August 12, 1935 in the Schenectady County Clerk's Office in Book 396 of Deeds at page 243;

(2) Deed from Robert C. Klemm, et al, dated June 25, 1935 and recorded July 5, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 504;

(3) From Jane Helen Fuller and others, by Order confirming Report of Commissioners made January 10, 1939 and entered in the Office of the Schenectady County Clerk, January 11, 1939 and recorded in said clerk's Office in Book 44 of Orders at page 24, which said order was made in condemnation proceedings in the County Court of Schenectady County duly had and taken by the Board of Supervisors of Schenectady County to acquire title in the name of the State of New York to lands as a site for a State Armory in the City of Schenectady, Schenectady, New York, title having vested in the State of New York under Order on January 13, 1939;

(4) Deed from Marcus Goldberg, dated June 26, 1935 and recorded June 27, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 432;

(5) Deed from Mary H. Nuttall, dated June 25, 1935 and recorded June 26, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 415;

(6) Deed from Walter E. Talbot and Ella Magill Talbot, his wife, dated July 3, 1935 and recorded July 5, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 506;

(7) Deed from James Goodrich, dated June 26, 1935 and recorded June 27, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 433;

(8) Deed from Hermina Sollman, dated June 25, 1935 and recorded June 26, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 413;

(9) Deed from Charles Henry Meyer and Sophia Meyer, his wife, dated June 27, 1935 and recorded June 27, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 426;

(10) Deed from Nettie Muth, dated June 28, 1935 and recorded June 28, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 440;

(11) Deed from George T. Bradt and Ada A. Bradt, his wife, dated June 27, 1935, and recorded June 27, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 429;

(12) Deed from Mary Meyer, individually and as Executrix, etc. of Joseph Bowers, deceased, dated August 9, 1935 and recorded August 9, 1935 in the Schenectady County Clerk's Office in Book 396 of Deeds at page 222;

(13) Deed from Silas D. Cain and Anna T. Cain, his wife, and Mary Meyer, individually and as Executrix, etc. of Joseph Bowers, deceased, dated August 9, 1935 and recorded August 9, 1935 in book 396 of Deeds at page 224;

(14) Deed from Robert Stevens and Anna S. Stevens, his wife, dated June 26, 1935 and recorded June 26, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 424; and

(15) Deed from Belle Chamberlain, dated June 25, 1935 and recorded June 26, 1935 in the Schenectady County Clerk's Office in Book 395 of Deeds at page 416;

EXCEPTING from the above described parcel of land all those lands transferred to the State Department of Public Works by the Office of General Services upon consent of the State of New York Executive Department, Division of Military and Naval Affairs on January 27, 1961, as shown on a map entitled, "Interstate Route Connection 550-2-3, F.I.S.H. No. 84816, Campbell Road-Broadway, Schenectady County, Map No. 78T, Parcel No. 108.

SUBJECT to the right of the City of Schenectady and the People of the State of New York in and to an easement to maintain a covered arch culvert for Mill Creek running through said property.

SUBJECT to an easement reserved by the Hotel Van Curler Garage, Inc. by its deed to the People of the State of New York, dated August 9, 1935 and recorded in the Schenectady County Clerk's Office August 12, 1935 in Book 396 of Deeds at page 243, for ingress, egress and regress by persons, but not by any vehicle, over and across a strip of land 6 feet in width along the northerly and easterly side of the portion of said State armory property so conveyed by said Hotel Van Curler Garage, Inc. for the purpose of repairing and maintaining the walls of the garage on the adjoining property and also for the purpose of permitting existing overhanging eaves or roof timbers, if any, to continue without molestation or claim of encroachment or trespass on the part of said Hotel Van Curler Garage, Inc.

SUBJECT to any statement of facts an accurate survey may show.

SUBJECT to any covenants, conditions, restrictions, easements and right-of-way, if any, contained in instruments of record affecting said premises so far as the same may now be in force and effect.

**NOTICE OF SALE**

**STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES**

**SALE OF REAL PROPERTY**

Pursuant to Section 33 of the Public Lands Law and Findings of the Commissioner of General Services in the Executive Department of the State of New York dated *March 30*, 2011 I shall offer for sale at public auction all the right, title and interest of the People of the State of New York in and to the following improved parcels, at the place and time indicated or at such other place and time to which the sale may be adjourned:

All those certain pieces or parcels of land with improvements in the County of Schenectady and more particularly described below:

- Place of Auction:* New York State Department of Transportation Building  
50 Wolf Road  
Conference Rooms A & B  
Albany, New York 12232
- Date and Time of Auction:* Thursday, May 26, 2011 at 10:00 a.m.
- Parcel 1:* 150 North Brandywine Avenue  
City of Schenectady, County of Schenectady  
Improved Residence 0.13 acres  
Section 49.43, Block 2, Lot 8
- Minimum Bid:* \$39,000.00
- Deposit:* \$3,900.00 in certified check or bank draft only, and made payable to the "Commissioner of General Services", or the bidder.
- Additional Deposit:* A non-refundable amount which, with the initial deposit, constitutes 10% of the successful bid, said amount is payable within ten business days of notification of acceptance of bid.
- Parcel 2:* Schenectady Armory  
125 Washington Avenue  
City of Schenectady, County of Schenectady  
Improved 1.90 acre Armory  
Tax Map Section 39.71, Block 1, Lot 53
- Minimum Bid:* \$395,000.00
- Deposit:* \$39,500.00 in certified check or bank draft only, and made payable to the "Commissioner of General Services", or the bidder.
- Additional Deposit:* A non-refundable amount which, with the initial deposit, constitutes 10% of the successful bid, said amount is payable within ten business days of notification of acceptance of bid.

*Balance Due (all sales):* 150 days after notification of acceptance of bid.

*Broker's Commission (all sales):* A 3% broker commission will be paid by the State of New York to a qualified real estate broker who represents the successful bidder. Bidder and Broker Affidavits must be submitted to the Office of General Services, Legal Services, by close of business May 23, 2011.

Other important terms and conditions are applicable to this sale, including, but not limited to bond defeasance, broker commission and pre-registration, bidder pre-qualification, auction bidding through authorized representative, and forfeiture and default provisions. See Public Lands Law Section 33 as well as 9NYCRR276. To obtain a copy of the Contract of Sale with applicable terms and conditions, together with a copy of a more detailed description of the premises, call (518) 474-2195 or write to: State of New York, Office of General Services, Bureau of Land Management, 26th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242. Web site: [www.ogs.state.ny.us](http://www.ogs.state.ny.us)

NEW YORK STATE  
OFFICE OF GENERAL SERVICES

Dated: March 30, 2011

By:   
Joseph J. Rabito  
First Deputy Commissioner

**STATE OF NEW YORK - EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES**

-----X  
: **In the Matter of the Public Sale**  
: **of**  
: **BIDDER-PURCHASER**  
**All that Piece or Parcel of Land with Improvements** : **AFFIDAVIT**  
**known as:** :  
**125 Washington Avenue, City of Schenectady** :  
**Schenectady County, State of New York** :  
:-----X

**STATE OF NEW YORK** }  
: **SS.:**  
**COUNTY OF** }

I, \_\_\_\_\_ being duly sworn, depose and say:  
That I reside at or have a business located at: \_\_\_\_\_  
\_\_\_\_\_;

That it is my intention to be bidder at the auction of the subject property to be held on Thursday, May 26, 2011, at New York State Department of Transportation, 50 Wolf Road, Conference Rooms A & B, Albany, New York;

That I have employed \_\_\_\_\_, to act as broker on my behalf in my efforts to purchase the subject property;

That the employment of said broker is evidenced by an employment letter agreement dated \_\_\_\_\_, a copy of which is annexed hereto and made a part hereof.

That knowledge of the public auction of the subject property was brought to my attention by said broker in the following manner: \_\_\_\_\_.

That my bid is made without collusion and that no attempt is made to restrict competition in accordance with the provisions of Section 139(d) of the State Finance Law of the State of New York;

That I am not the broker or a stockholder, director, officer, partner, spouse, sibling or child of the broker;

That the broker is not a stockholder, director, officer, partner or spouse of mine;

That the broker and I do not have a common director, stockholder, officer, partner or employee;

That I understand that payment of the broker commission, if any, on this sale will be determined separate and apart from the progress and consummation of the sale and that the sale is in no way dependent upon the payment or non-payment of the broker commission;

That I understand this affidavit must be executed, sworn to and submitted **prior to the day of the auction.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder-Purchaser

**STATE OF NEW YORK }  
                              : SS.:  
COUNTY OF                }**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York  
Qualified in County of:  
My Commission Expires

**STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  
BUREAU OF LAND MANAGEMENT, 26<sup>TH</sup> FLOOR  
MAYOR ERASTUS CORNING 2ND TOWER  
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA  
ALBANY, NEW YORK 12242  
(518) 474-2195**

AUTHORIZATION TO BID

I, \_\_\_\_\_, hereby authorize  
(PRINT NAME OF BIDDER - PRINCIPAL)

\_\_\_\_\_  
(AGENT - NAME AND ADDRESS)

to bid on my behalf at the following public auction:

**Date:** Thursday ~ May 26, 2011  
**Time:** 10:00 am  
**Auction Location:** New York State Department of Transportation  
50 Wolf Road, Conference Rooms A & B  
Albany, New York  
**Property to be offered:** 125 Washington Avenue  
Schenectady, New York

Limiting Instructions: \_\_\_\_\_  
(IF NONE, SO STATE)

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(TELEPHONE)

Statutory Authority: Public Lands Law, Section 33(1). This form must be filed with the Deputy Commissioner of General Services 48 hours prior to the auction.

**STATE OF NEW YORK - EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES**

-----X  
: **In the Matter of the Public Sale** :  
: **of** :  
: **All that Piece or Parcel of Land with Improvements,** : **BROKER**  
**known as:** : **AFFIDAVIT**  
: **125 Washington Avenue, City of Schenectady** :  
**Schenectady County, State of New York** :  
: -----X

**STATE OF NEW YORK }  
: SS.:  
COUNTY OF }**

I, \_\_\_\_\_ being duly sworn, depose and say:  
That I am a duly licensed real estate broker with offices located at \_\_\_\_\_;

That I have been so licensed for a period of \_\_\_\_\_;

That, in such capacity, I hereby apply for a broker commission in the amount of 3 percent of the purchase price of the subject property in accordance with the provisions of Section 33(1) of the Public Lands Law of the State of New York and pursuant to the Notice of Sale pertaining to said property dated \_\_\_\_\_;

That I have entered into an agreement with \_\_\_\_\_, bidder-purchaser, who has engaged me for the purpose of providing broker services with respect to this public auction;

That the bid of said bidder-purchaser is made without collusion and that no attempt is made to restrict competition in accordance with the provisions of Section 139(d) of the State Finance Law of the State of New York;

That knowledge of this public auction came to me by means of \_\_\_\_\_;

That I imparted my knowledge of this public auction to said \_\_\_\_\_, bidder-purchaser, on \_\_\_\_\_, and in the following manner: \_\_\_\_\_;

That I have supplied said bidder-purchaser with the following written material concerning this public auction: \_\_\_\_\_;

That in providing such information and material to said bidder-purchaser, it has been my intent to induce said bidder-purchaser to purchase the subject property.

That I have not and shall not accept any other commission or fee from any person or source for broker services relating to this auction and sale;

That no part or portion of the commission applied for herein by me shall be paid by me or on my behalf to any other person, including the bidder-purchaser herein;





NEW YORK STATE - EXECUTIVE DEPARTMENT  
 OFFICE OF GENERAL SERVICES  
 AGREEMENT FOR SALE OF SURPLUS REAL PROPERTY

**This is a Real Estate Contract - You may wish to consult an Attorney before signing**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, between \_\_\_\_\_, residing or with office located at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "the Purchaser", and the Commissioner of General Services, acting on behalf of the People of the State of New York, hereinafter referred to as "the State", with an office located at the 41st Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, hereinafter the "Agreement",

The parties hereby agree to the following terms and conditions:

1. Pursuant to Section 33 of the Public Lands Law and Notice of Sale dated March 30, 2011 the State agrees to sell and convey, and the Purchaser agrees to purchase all that property described in the attached Schedule "A" and further identified as follows:

1.90 Acre Improved Parcel  
 Section 39.71, Block 1, Lot 53  
 125 Washington Avenue  
 City of Schenectady, County of Schenectady

2. The Purchaser agrees to pay the full purchase price in the amount of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) as follows:
  - (A) The sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00) has been paid to the State by the Purchaser on May 26, 2011 as a deposit, receipt of which is hereby acknowledged and which is to be applied toward the purchase price of the property.
  - (B) Additional Deposit May Be Required: A nonrefundable amount, which with the initial deposit constitutes 10% of the successful bid, will be required and payable within ten (10) business days of notification of acceptance of bid.
  - (C) The balance of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) is to be paid by the Purchaser to the State in the form specified in the Notice of Sale upon delivery by the State of the letters patent to the Purchaser at the time of closing.
3. (A) There are no other contingencies of fact or circumstance, including, but not limited to financing of the purchase price or zoning, upon which closing of title depends. Transfer of title shall take place no later than 150 days after notification of contract approval, time being of the essence with respect to the Purchaser's obligation. The State may, at its discretion, extend the time for closing without the approval of the Purchaser.

- (B) In the event of default on the part of the Purchaser by failure to pay the additional deposit or balance of the purchase price when due, the State may bring an action for specific performance or may retain the deposit as liquidated damages. Subsequent to the approval of this Agreement by all necessary parties, the State may rescind the Agreement upon administrative findings of the Commissioner of General Services setting forth the reason for such rescission. If this Agreement shall be rescinded by the State, the sole and exclusive remedy of the Purchaser shall be the return of the deposit paid to the State which the Purchaser agrees shall constitute full compensation in lieu of any other legal or equitable remedy. The Purchaser hereby waives any other demand, claim, cause of action or remedy.
4. The State shall convey the property by quitclaim letters patent without warranties which shall except and reserve all gold and silver mines. The letters patent shall be subject to the provisions of Section 112 of the State Finance Law and the approval of the Attorney General as to form.
  5. The risk of loss or damage by fire or otherwise between the date of execution of this Agreement by the Purchaser and the transfer of title shall be governed by Section 5-1311 of the New York General Obligations Law.
  6. The Purchaser may not enter upon the property prior to transfer of title without prior written permission of the State.
  7. This Agreement, or any rights arising thereunder, may not be assigned without permission of the State.
  8. The Purchaser shall pay for any documentary stamps required to be affixed to the letters patent as well as any fees for recording, conveyance, taxes or revenue charges which may be in force at the time of delivery of the letters patent.
  9. The Purchaser may order a title report and/or title insurance at the Purchaser's expense. Any objection to title must be communicated in writing to the Commissioner of General Services at least thirty (30) days prior to the closing. Failure to submit such notice of objection in a timely manner shall preclude the Purchaser from raising such objection at the time of closing.
  10. It is expressly agreed that the State makes no warranties that the subject property complies with federal, state or local governmental laws or regulations applicable to the property or its present or prior use. Purchaser has fully examined and inspected the property and takes the property in its existing condition with no warranties of any kind concerning the condition of the property or its present or prior use. Purchaser is purchasing the same "as is"; and assumes all responsibility for any damage caused by the conditions on the property upon transfer of title.
  11. (A) The Purchaser is required to accept the property and any improvements thereon as of the time of closing subject to:
    - (i) Any state of facts an accurate survey or personal inspection may show;
    - (ii) Building restrictions and zoning regulations in force at the time of closing;
    - (iii) Covenants, conditions, easements, restrictions and agreements of record affecting the property;
    - (iv) All violations, if any, existing at the time of closing, of any rules, regulations, or ordinances established by any federal, State or local government, or agency thereof, having jurisdiction over the property;
    - (v) Any and all encroachments.

(B) It is the Purchaser's responsibility to ascertain what, if any, federal, State, or local statutory or regulatory requirements, restrictions or prohibitions pertain to the property.

12. The parties agree to abide by the provisions of Section 33(1) of the Public Lands Law and 9NYCRR276 with respect to payment of a broker commission, if applicable.
13. The terms and conditions of this Agreement shall constitute the entire agreement made between the parties and cannot be changed orally. Nothing contained in this Agreement is intended to create any rights in any third person not a party of this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and bind the distributees, legal representatives and successors of the parties.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
15. Where the purchase price is less than \$15,000.00, this Agreement shall be binding upon the parties when it has been executed by the Purchaser and the Commissioner of General Services and approved as to form by the Attorney General. If the purchase price is \$15,000.00 or more, this Agreement shall be binding only when approved by the State Comptroller as required by Section 112 of the State Finance Law.
16. The State reserves the right to terminate this Agreement in the event it is found that the certification filed by the Purchaser in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Purchaser in accordance with the written notification terms of this Agreement.
17. All notices or other communications given pursuant to this Agreement by either party to the other shall be given in writing, delivered or mailed to the other party at the address listed above and to the party's agent or attorney at the following addresses:

Notice to the Purchaser:

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**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed

to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative 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 the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of

each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned

business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to

provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROcity AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

# STATE FINANCE LAW

## Notice of Responsible Bidder Inquiry

### Background:

State Finance Law §139-j(6) requires that the Office of General Services (OGS) incorporate a summary of its policy and prohibitions regarding permissible Contacts during a Public Sale of real property. The following summary of such policies and prohibitions also provides notice to the Bidder that OGS is required to assess whether the Bidder is "Responsible" under State law.

Pursuant to State Finance Law §§139-j and 139-k, this Public Sale includes and imposes certain restrictions on communications between OGS and a Bidder during the public sale process. A Bidder is restricted from making contacts to other than designated staff from the earliest notice of intent to solicit offers through final approval of the Sale Agreement by the OGS and, if applicable, Office of the State Comptroller ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are identified on page 3 of the Fact Sheet that is included in the attached informational package. OGS employees are also required to obtain certain information during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the Sale Agreement and in the event of two findings within a 4 year period, the Bidder is debarred from obtaining government contracts. Further information about these requirements can be obtained from the designated contacts or from the OGS website at [www.ogs.state.ny.us](http://www.ogs.state.ny.us), under "Advisory Council on Procurement Lobbying".