NEW YORK STATE SEALED BID AUCTION

NOVEMBER 17, 2010

BID OPENING 2:00 PM

CAMP GABRIEL’S FACILITY

MINIMUM BID: $950,000

SEALED BID AUCTION TO BE HELD AT: THE OFFICE OF GENERAL SERVICES
Bureau of Land Management
Corning Tower, 26th Floor
Empire State Plaza

GENERAL INFORMATION:
NYS Office of General Services
Bureau of Land Management
(518) 474-2195
www ogs.state.ny.us
NOTICE TO ALL PROSPECTIVE BIDDERS

THE FORMER CAMP GABRIEL’S FACILITY
737 STATE ROUTE 86
TOWN OF BRIGHTON, FRANKLIN COUNTY
** THIS IS A SEALED BID AUCTION **

BIDS WILL BE OPENED WEDNESDAY, NOVEMBER 17, 2010 AT 2:00 PM

In the enclosed pre-addressed outer mailing envelope, please return completed bid packages in the sealed bid envelope to:

NYS-OFFICE OF GENERAL SERVICES
BUREAU OF LAND MANAGEMENT
EMPIRE STATE PLAZA
CORNING TOWER, 26TH FLOOR
ALBANY, NEW YORK 12242
ATTN: BETH POPP

NOTE: Please use the enclosed “Sealed Bid Envelope” and Pre-Addressed Outer Mailing Envelope If necessary, replicated substitutions of these two envelopes are acceptable.

Signed and Acknowledged Bids including the initial deposit of $95,000 must be received no later than 4:00 pm on Tuesday, November 16, 2010

LATE BIDS WILL NOT BE ACCEPTED

Further Reminders:

The minimum bid is $950,000. (By Law, No Lower Bid Can Be Accepted)

An initial deposit of $95,000 must be included with the bid package in the form of a certified check or bank draft made payable to the “Commissioner of General Services”. An additional deposit to equal 10% of the successful bid will be required no later than 10 days after notification of the acceptance of the bid.

Contract of Sale executed by the bidder and properly notarized must be included with the certified deposit check of $95,000. Contracts altered in any way will not be accepted.

Late bids will not be accepted.

Attendance at the Bid Opening is not required. The successful bidder, if not present, will be notified by telephone. If you wish to attend the bid opening, please contact Beth Popp at (518) 474-4944 for admittance to the building.

*** Security requires 24 hours advance notice and photo identification ***

See enclosed notice of sale for complete terms and conditions.
Sealed Bid Auction At: The Corning Tower, 26th Floor
Empire State Plaza
Albany, NY 12242

Date & Time: November 17, 2010 at 2:00 pm
To attend the Bid Opening, please contact Beth Popp at (518) 474-4944 before 4:00 pm on Monday November 15, 2010, for admittance to the building.

Description: 336± Bed Minimum Security Facility located on 91.7± acres of land. There are approximately 48 buildings ranging from storage buildings, three circa 1927 dormitory buildings to an outdoor work out facility, a newer gymnasium and a circa 1904 chapel with a shrine.

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

Minimum Bid: $950,000

Terms: $95,000 (certified check or bank draft only) must accompany the bid. All but the high and 2nd high bid will be returned to the respective bidders within four business days. The deposit of the 2nd high bid will be returned upon determination of the highest responsible bid.

The certified check or bank draft must be made out 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 shall be paid no later than 10 business days after notification of acceptance of the bid. The balance of the purchase price is due 150 days after notification of acceptance of bid.

Site Inspections: Available by appointment and Open Houses 10/15/2010 and 10/28/2010 11:00am to 2:00pm
Please pre-register by calling (518) 474-2195

Broker Commission: A 5% 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 Office of General Services Legal Department, 41 Floor, Corning Tower, Empire State Plaza Albany, NY 12242 by the close of business, November 16, 2010.

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 SEALED BID 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 ID NUMBER: 381.000-0001-028.6

LOT SIZE: 91.7± acres (See Survey Enclosed)

HISTORY: Camp Gabriel’s opened on 7/16/1897 as a sanitarium for tuberculosis patients. It was named after the Right Reverend Bishop Henry Gabriel’s. After World War II and the decline of tuberculosis the facility was used for the care of geriatric patients. It was purchased by Paul Smith’s College in 1965 and used for their forestry program. The state purchased the facility in 1982 and used it for a minimum security prison. (See Enclosed Full History)

MECHANICALS/UTILITIES: The facility is supplied with electricity from National Grid and has an emergency generator. Water is provided by drilled wells located on site and pumped to a 125,000 gallon storage tank. Waste water is processed by an onsite treatment system. Heat is provided to the majority of buildings by central #2 fuel oil boilers. Mechanicals were operational in 2009, when the facility was decommissioned. Prospective bidders should determine if the mechanical condition of the property meets the bidder’s requirements for the intended use.

Please see enclosed “Description of Site and Existing Services”.

ZONING: The Town of Brighton has no existing approved zoning, comprehensive plan, or other land use planning documents. All town planning is currently governed by the Adirondack Park Agency (APA) Act. The subject is currently classified as state administrative land. After the property leaves state ownership it is likely be reclassified as either moderate intensity use or hamlet. Contact Doug Tichenor, Town of Brighton Assessor, at (518) 891-0436

SITE DATA: This property is an irregular shaped lot consisting of 91.7± acres as per survey map dated January 13, 1982. A copy of this survey is available by request.

BUILDINGS: There are approx. 48 structures on the property, widely varying in size and use from sheds to three circa 1927 dormitory styled buildings and a circa 1904 chapel with a shrine. A Building List and corresponding Key Plot Plan are enclosed for review.

LOCATION: The Town of Brighton is located in South-central Franklin County, one of the northernmost counties in New York State and within the high peaks region of the Adirondacks and just a few miles from the resort village of Saranac Lake and the Olympic Village of Lake Placid. The town consists of approximately 78 square miles and is mostly forested. There are several
DEVELOPED AREAS, INCLUDING RAINBOW LAKE, PAUL SMITHS, GABRIEL’S AND MCCOLLUMS. WITHIN BRIGHTON, GABRIEL’S COULD BE CONSIDERED THE “TOWN CENTER” AS IT IS SERVED BY A COMMUNITY PARK WITH FIELD HOUSE, TWO SMALL STORES, TWO SMALL RESTAURANTS, SEVERAL OTHER SMALL BUSINESSES, AND A SMALL CONCENTRATION OF HOUSES.

OWNERSHIP:

THE PROPERTY IS OWNED BY THE STATE OF NEW YORK. THIS IS A PORTION OF THE PROPERTY ACQUIRED FROM PAUL SMITH’S COLLEGE. A COPY OF THE DEED WAS FILED IN THE FRANKLIN COUNTY CLERK’S OFFICE ON JUNE 1, 1982 IN BOOK 506 OF DEEDS AT PAGE 674.

ACCESS:

THE PRIMARY ACCESS TO THE SUBJECT PROPERTY IS FROM STATE ROUTE 86, LARGELY A TWO-LANE ROAD AND THE ONLY EAST–WEST HIGHWAY IN THE HIGH PEAKS AREA OF THE ADIRONDACK PARK, PROVIDING THE MAJOR LINK BETWEEN HAMLETS AND TOURIST DESTINATIONS. HOWEVER, SEEMINGLY REMOTE, ACCESS TO THE PROPERTY IS VERY ACCESSIBLE VIA THE ADIRONDACK REGIONAL AIRPORT SARANAC LAKE (10± MILES AWAY).

TAXES:

THIS STATE-OWNED REAL PROPERTY IS CURRENTLY EXEMPT FROM PROPERTY AND SCHOOL TAXES. FOR INFORMATION REGARDING ASSESSMENT RATES, PLEASE CALL THE TOWN OF BRIGHTON ASSESSOR DOUG TICHENOR AT (518) 327-3086 OR WRITE TO MR. TICHENOR AT 252 BLOOMER ROAD, NORTH BANGOR, NY, 12966.

ENVIRONMENTAL:

DUE TO THE AGE OF THE BUILDINGS, THE POTENTIAL FOR ASBESTOS IN INTERIOR AND EXTERIOR STRUCTURAL COMPONENTS AND THE PRESENCE OF LEAD IN UNDERLYING PAINT CANNOT BE DISCOUNTED. PROSPECTIVE BIDDERS SHOULD INVESTIGATE THE ENVIRONMENTAL CONDITION OF THE PREMISES AS IT RELATES TO THEIR OWN INDIVIDUAL REQUIREMENTS WITH REGARD TO PROPOSED USES AND CONDITIONS. REASONABLE ACCOMMODATIONS WILL BE MADE FOR ACCESS.

HISTORIC STRUCTURE INFORMATION:


FLOOD PLAIN:

THE SUBJECT IS NOT BELIEVED TO BE IN A FLOOD PLAIN.

WET LANDS:

THERE ARE SOME SCATTERED WETLANDS.

EASEMENTS:

THERE IS 150 FOOT EASEMENT ON THE EASTERLY BOUNDARY LINE OF THE PROPERTY TO UNION FALLS-LAKE CLEAR AND EAST OF THAT 115 K.V. FOOT MALONE- LAKE COLBY TRANSMISSION LINE.
DESCRIPTION OF SITE AND EXISTING SERVICES

SITE
CAMP GABRIELS CORRECTIONAL FACILITY
P.O. Box 100, 737 STATE ROUTE 86
GABRIELS, New York 120.90—0100
TOTAL NO. OF BUILDINGS: 50
TOTAL SQUARE FOOTAGE: 159,784
TOTAL BED: 336
SECURITY LEVEL: MINIMUM
GENDER MAKE UP: MALE
FARM: NO
S—BLOCK: NO

ELECTRICAL
SUPPLIER: NATIONAL GRID
KW DEMAND: 450 KW
ACCOUNT NO.: PRIMARY VOLTAGE: 2,400

GENERATORS
EMERGENCY GENERATORS: BLDG. 48
COVERS BLDGS. ALL EXCEPT 1,33,39,20,21,46,49
3 PHASE 600 KVA

HEATING
BOILERS - LOCATED IN BLDG. XXX

<table>
<thead>
<tr>
<th>BOILER ID</th>
<th>MAKE</th>
<th>MODEL</th>
<th>FUEL</th>
<th>INPUT</th>
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<td>8—1</td>
<td>CLEAVER BROOKS CB101—250</td>
<td>#2 OIL</td>
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<td>H.B. SMITH W-4</td>
<td>#2 OIL</td>
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<td>51—1</td>
<td>BURNHAM V-76</td>
<td>#2 OIL</td>
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</table>

WATER
WATER TANKS
DRILLED WELLS
NO. 1 125,000 CAL

FILTRATION: NONE
USAGE: 60,000 G.P.D.

WASTE WATER
WASTE WATER DAILY FLOW: 60,000 G.P.D.
MAX ALLOW.: 194,000 G.P.D.
PLANT TYPE: ACTIVATED SLUDGE
PROVIDER: MORRISONVILLE SEPTIC

FIRE PROTECTION
SPRINKLERS

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<tr>
<th>BLDCS.</th>
<th>TYPE</th>
<th>HEADS</th>
<th>FIRE PUMP</th>
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</thead>
</table>

GPS [ADMINISTRATION FACILITY 0171]
LAT: 44—25—55.2
LONG: 074—10—49.6

BOOK RELEASE DATE
LAST UPDATED: 08/2006
NEXT UPDATE:

CAMP GABRIELS CF
PROPERTY SURVEY DATE 07/04

SITE AND SERVICES
PAGE 14
REV. SHEET: IV/IV/XX
<table>
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<tr>
<th>BUILDING NUMBER</th>
<th>BUILDING NAME</th>
<th>SQUARE FOOTAGE</th>
<th>NUMBER OF FLOORS</th>
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<tbody>
<tr>
<td>001</td>
<td>Bus Shelter</td>
<td>104</td>
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<td>002</td>
<td>Office/Storage Building</td>
<td>4,027</td>
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<td>003</td>
<td>Parole</td>
<td>5,404</td>
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<td>004</td>
<td>Security Building</td>
<td>4,311</td>
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<td>005</td>
<td>Vocational/Store Room</td>
<td>7,198</td>
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<td>006</td>
<td>Visitor's Building</td>
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<td>007</td>
<td>Medical Unit</td>
<td>1,416</td>
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<td>008</td>
<td>Heating Plant</td>
<td>3,172</td>
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<td>010</td>
<td>Library/State Shop</td>
<td>2,353</td>
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<td>011</td>
<td>Dining Hall</td>
<td>7,484</td>
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<td>013</td>
<td>Sewage Treatment Plant</td>
<td>483</td>
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<td>015</td>
<td>Chapel</td>
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<td>016</td>
<td>Housing Unit</td>
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<td>Housing Unit</td>
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<td>020</td>
<td>Root Cellar</td>
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<td>021</td>
<td>Tool Room and Shed</td>
<td>121</td>
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<tr>
<td>022</td>
<td>Gym</td>
<td>8,775</td>
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<tr>
<td>023</td>
<td>Grounds/Crew Building</td>
<td>1,956</td>
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<tr>
<td>024</td>
<td>Pheasant Farm</td>
<td>1,113</td>
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<td>026</td>
<td>Administration Building</td>
<td>2,904</td>
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<td>027</td>
<td>Garage</td>
<td>2,726</td>
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<td>028</td>
<td>Green House</td>
<td>5,679</td>
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<td>029</td>
<td>Quality of Work Life Building</td>
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<td>030</td>
<td>Housing Unit</td>
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<td>031</td>
<td>Wood Chip Storage</td>
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<td>032</td>
<td>Outdoor Freezer</td>
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<td>033</td>
<td>Visiting Pavilion</td>
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<td>034</td>
<td>Outdoor Cooler</td>
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<td>035</td>
<td>Fuel Tank Shelter</td>
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<td>036</td>
<td>Water Tower</td>
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<td>037</td>
<td>Housing Unit</td>
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<td>038</td>
<td>Inmate Records</td>
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<td>Tool Shed</td>
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<td>042</td>
<td>EAP Office/Pump House</td>
<td>828</td>
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<td>043</td>
<td>Storage Building</td>
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<td>044</td>
<td>Sand/Equipment Storage</td>
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<td>045</td>
<td>Weight Pavilion</td>
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<td>046</td>
<td>QWL Storage</td>
<td>149</td>
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<td>047</td>
<td>Recycling Storage</td>
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<td>048</td>
<td>Emergency Generator</td>
<td>630</td>
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<tr>
<td>049</td>
<td>Crew Shack/Storage</td>
<td>203</td>
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<tr>
<td>050</td>
<td>Wastewater Treatment Plant</td>
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<td>051</td>
<td>Maintenance</td>
<td>5,160</td>
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<td>052</td>
<td>Flammable Storage</td>
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<td>053</td>
<td>Sewage Treatment</td>
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<td>054</td>
<td>Guard Post</td>
<td>473</td>
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<td>055</td>
<td>Shrine</td>
<td>213</td>
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<td>056</td>
<td>FSU-1 Pump Station</td>
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TOTAL 167,578
LOCATION MAPS

[Map of New York State with location marked]
PHOTOS

Parole Building

Chapel
Health Services

Newer Dormitory Building

Quality of Life Building

Work Out Pavilion
Garages and Storage Buildings
All that piece or parcel of land situate in the Town of Brighton, County of Franklin and State of New York, being part of Lot 78, Township 18 of Great Tract No. 1, Macomb’s Purchase, being bounded and described as follows:

Beginning at a point in the center of NYS Route (formerly known as Route 192) on the division line between lands of the People of the State of New York (hereinafter “Camp Gabriel’s”) on the northwest and lands now or formerly of Niagara Mohawk Power Corporation (Malone-Lake Colby 115 K.V. Transmission Line) on the southeast, thence along said division line N. 25° 19' E, a distance of 2,320 feet to a 1 - 1/4" iron pipe; thence along lands of Camp Gabriel’s and other lands of the People of the State of New York “Forest Preserve” the following three courses and distances:

1. N. 54° 48' W., a distance of 750.00 feet to a 1 1/2" iron pipe;  
2. N. 84° 56' W., a distance of 1,478.70 feet to a 1 1/4" iron pipe in stones; and  
3. S. 8° 04' W., a distance of 1,157.40 feet to a 1" iron pipe in stones

on the division line between lands of the People of the State of New York on the north and lands now or formerly of J. Riley on the south; thence along the last-mentioned division line S. 81° 56' E a distance of 76.00 feet to a point at the northeast corner of said lands now or formerly of J. Riley; thence along the division line between lands of the People of the State of New York on the east and lands now or formerly of J. Riley on the west the following three courses and distances:

1. S. 8° 04' W., a distance of 162.00 feet to a point;  
2. N. 81° 56' W., a distance of 76.00 feet to a point; and  
3. S. 8° 04' W., a distance of 414.65 feet to the center of NYS Route 86; 

thence along the center of NYS Route 86 in a general southeasterly direction a distance of 1,636.3 feet to the point or place of beginning, containing 91.7 acres of land, more or less.

Excepting and reserving from the above described parcel of land all the land lying within the bounds of New York State Route 86.

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.

Subject to any state of facts an accurate survey may reveal.

Being a portion of the lands described in a deed dated June 16, 1982 from Paul Smith’s College of Arts and Sciences to the People of the State of New York, recorded in the Franklin County Clerk’s Office in Liber 506 of Deeds at page 674.
NOTICE OF SALE BY SEALED BID

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 October 1, 2010, I shall offer for sale by sealed bid to the highest responsible bidder all the right, title and interest of the People of the State of New York in and to the following identified real property, the bids to be opened at the place and time indicated or at such other place and time to which the bid opening may be adjourned:

All that certain piece or parcel of land with improvements, located in Town of Brighton, County of Franklin, State of New York, known as Camp Gabriels, 737 State Route 86 in the County of Franklin, consisting of 91.7± acres. Property tax identifier is: Section 381, Block 1, Lot 28.6.

Place of Bid Opening: Office of General Services
Real Estate Planning and Development Group
Bureau of Land Management
Corning Tower Building, 26th Floor
Empire State Plaza
Albany, New York 12242

Deadline for Bid Submission: Tuesday, November 16, 2010 at 4:00 P.M.

Date and Time of Bid Opening: Wednesday, November 17, 2010 at 2:00 P.M.

Minimum Bid: $950,000.00

Initial Deposit (to accompany bid): $95,000.00 in certified check or bank draft only, drawn on a bank or other financial institution authorized to do business in the State of New York, and made payable to the “Commissioner of General Services.”

Additional Deposit: An amount which when added to the initial deposit constitutes 10% of the successful bid, said amount is payable within ten business days of notification of acceptance of the bid.

Balance Due: Balance of the purchase price is due and payable 120 days after approval of the Contract of Sale by the Office of the State Comptroller.

Broker’s Commission: A 5% 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
Terms and Conditions of Sale

The following bid items must be submitted by the bidder to the State of New York, Office of General Services, Real Estate Planning and Development, 26th Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, no later than 4:00 p.m., Tuesday, November 16, 2010.

1. An unqualified bid stating a sum certain in U.S. Dollars, to be set forth in the Contract of Sale.

2. Contract of Sale executed by the bidder and properly acknowledged. A contract which has been altered in any way will not be accepted.

3. Initial deposit in the amount of $95,000.00 in certified check or bank draft, drawn on a bank or other financial institution authorized to do business in the State of New York, and made payable to the Commissioner of General Services.

Additional Terms and Conditions

1. No facsimile material will be accepted.

2. Late bids will not be considered.

3. Bids on behalf of undisclosed principals will not be considered.

4. Other than as stated in the Contract of Sale, no contingencies shall apply to the closing of title, time being of the essence with respect to the Purchaser’s obligation. The State may, at its discretion and for a period of time not to exceed 60 days, extend the time in which to close without the approval of the Purchaser.

5. The Commissioner reserves the right to reject any and all bids.

6. All submitted initial bid deposits, with the exception of the high bid and second high bid, will be returned to the respective bidders within four business days after the day of bid opening. The initial bid deposit of the second high bidder will be returned upon determination of the highest responsible bid.

7. Additionally, the Purchaser is required to accept the property and any improvements thereon in its “as is” condition as of the time of closing subject to:

   a. Any state of facts an accurate survey or personal inspection may show;
b. Building restrictions and zoning regulations in force at the time of closing;
c. Covenants, conditions, easements, restrictions and agreements of record affecting the property;
d. All violations, if any, existing at the time of closing, of any rules, regulations, or ordinances established by a federal, State or local government, or agency thereof, having jurisdiction over the property;
e. Any and all encroachments.

8. 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.

The bid package and information including broker commission and contract applicable to this sale may be obtained from the following source.

State of New York State
Office of General Services
Real Estate Planning and Development Group
26th Floor, Corning Tower Building
Empire State Plaza
Albany, New York 12242
Telephone: (518) 474-2195
Website: www.ogs.state.ny.us

COMMISSIONER OF GENERAL SERVICES

Dated: October 1, 2010

By: John C. Egan
STATE OF NEW YORK - EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  

In the Matter of the Public Sale  

of  

All that Piece or Parcel of Land with Improvements,  
known as 737 State Route 86, Town of Brighton,  
Franklin County, State of New York  

BIDDER-PURCHASER  

AFFIDAVIT  

STATE OF NEW YORK  

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 sealed bid auction of the subject property said bids to be opened on Wednesday, November 17, 2010 at the Office of General Services, Corning Tower, 26th Floor, Empire State Plaza, Albany, NY;  

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 48 hours prior to the auction.

Dated: ____________________________

STATE OF NEW YORK  
COUNTY OF 

On the day of , in the year 2010 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
In the Matter of the Public Sale of

All that Piece or Parcel of Land with Improvements, known as 737 State Route 86, Town of Brighton, Franklin County, State of New York

STATE OF NEW YORK )
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 5% 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 October 1, 2010;

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;

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

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

That I agree to provide any and all further information relative to the procurement of this sale and/or relative to my legal and factual relationship with the bidder-purchaser as may be requested at any time by the State of New York;

That I understand that failure to provide such information in a timely manner, when requested, may result in forfeiture of a commission otherwise earned;

That I understand that the broker commission, if any, shall be paid subsequent to the closing of title and after a review of my application for said commission has been completed and approved by the State of New York;

That I understand that no broker commission shall be paid in the event a sale is not consummated regardless of fault or reason;

That I understand that, this affidavit must be executed, sworn to and submitted 48 hours prior to the auction.

Dated: ____________________________
STATE OF NEW YORK

COUNTY OF

On the ______________ day of ______________, in the year 2010 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 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, under "Advisory Council on Procurement Lobbying".
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 2010,

between

, residing or with office located at

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 October 1, 2010, 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:

   91.7± acres
   Camp Gabriels
   737 State Route 86
   County of Franklin (Tax Map No. 381-1-28.6)

2. The Purchaser agrees to pay the full purchase price in the amount of

   Dollars ($                     ) as

   follows:

   (A) The sum of Ninety Five Thousand Dollars ($95,000.00) has been paid to the State by the Purchaser on November 17, 2010 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 120 days after notification of acceptance of bid, 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:

Notice to the State: Thomas A. Pohl, Esq.
New York State Office of General Services
Legal Services
41st Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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<tr>
<th>INDIVIDUAL PURCHASER(S)</th>
<th>CORPORATE OR OTHER NON-INDIVIDUAL PURCHASER</th>
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<td>Telephone Number ____________</td>
<td>Federal I.D.# ________________________________</td>
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STATE OF NEW YORK )
COUNTY OF ) ss.:

On this __________ day of ________, in the year 2010 before me, the undersigned, a Notary Public in and for the State, 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 this 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 the County of : 
My Commission Expires:
THE PEOPLE OF THE STATE OF NEW YORK

_________________________________________
CARLA CHIARO, ACTING
COMMISSIONER OF GENERAL SERVICES

STATE OF NEW YORK )
    : ss.: 
COUNTY OF ALBANY )

On this          day of                                     , in the year 2010, before me, the undersigned, a
Notary Public in and for the State, 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 this 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 the County of:
My Commission Expires:

Approved as to form this                  day
of                                                  , 2010
Approved this                  day
of                                                  , 2010

ANDREW M. CUOMO
Attorney General
By ____________________________

THOMAS P. DINAPOLI
State Comptroller
By ____________________________
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

June, 2006
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June, 2006
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 118 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sold or otherwise disposed of without the previous consent, in writing, of the State and any efforts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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. COMPROLLER'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 353 or Section 8218 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 SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds 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 163.6a).

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-c 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 236 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 monies 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.

7. NON-COLLABORATIVE 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 (19 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 law 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 thereon shall be rendered void and void. The Contractor shall 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 monies 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.

June, 2006
within the State of New York or, if no such office is available, at a manually 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, of such records shall not be disclosed; and (ii) such records shall be sufficiently identified; and (iii) designation of such 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 lessee 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 lessee 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, upgrading, 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 hereunder; 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 affects 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 on 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.

Page 2

June, 2006
18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (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 and meet with the approval of the State.

In addition, when any portion of this contract involving the use of wood, 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
20 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-474-3333
Fax: 518-474-3345
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
20 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-474-3333
Fax: 518-474-3345
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 (F.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 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 of 1994 and subsequent amendments (Chapter 881 and Chapter 883, respectively) require that they be denied contracts which would otherwise obtain. NOTE: As of May 13, 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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.