

### LANDLORD ASSIGNMENT COMPLETION DIRECTIONS

1. **Assignor Entries** – The current Landlord is the “Assignor.” The Assignor electronically completes paragraph one of the Assignment form. Electronic completion ensures proper spacing for the company’s name and addresses of both companies. An individual that is an officer, director, member, or authorized to bind the Assignor prints and signs their name and has their signature notarized on the Assignor Acknowledgment form. The printed name and title of the person (titles are not required for limited liability companies) signing on behalf of the landlord must be indicated on the acknowledgment form and must agree with the signature on the Assignment form.
2. **Assignee Entries** – The “new” Landlord to whom the assignment is being made is the “Assignee.” The proposed new Landlord signs as the Authorized Agent of the Assignee. An individual that is an officer, director, member or authorized to bind the Assignee prints and signs their name and has their signature notarized on the Assignee Acknowledgment form and completes and signs the “Assignee Disclosure of Prior Non-Responsibility Determinations Pursuant to the Procurement Lobbying Law (SFL §139-j)”. The printed name and title of the person (titles are not required for limited liability companies) signing on behalf of the Assignee must be indicated on the acknowledgment form and must agree with the signature on the Assignment form.  
**\*All three (3) signature & notary pages of the forms must have original signatures/notaries.**
3. **Designated Contacts** - In accordance with New York State Finance Law §139-j offerers must only make permissible contacts with respect to this procurement with the following Designated Contact(s):

OGS Contact 1      Leah Nicholson  
Telephone Number: 518.474.7676  
Email address: [Leah.Nicholson@ogs.ny.gov](mailto:Leah.Nicholson@ogs.ny.gov)
4. **Notarization** - The Acknowledgment forms must have notary stamps with registration number for all New York State notary signatures. For other than New York State notary signatures, either registration numbers or notary seals may apply. Each notary must identify its state of registration.
5. **Required forms for Assignment Requests**
  - Three completed original Consent to Assignment forms with notarized signatures.
  - Assignor Letter of Explanation - The Assignor must submit to OGS a letter of explanation identifying the reason for the requested assignment.
  - Vendor Responsibility - Landlord Disclosure Sheet - The assignee must complete a Landlord Disclosure Sheet and it is recommended that it be completed **within seven (7) business days of assignment. The form should be completed, signed, notarized and submitted to OGS for review at NYS OGS- Real Estate Planning, Leasing, Corning Tower 26<sup>th</sup> Floor, Empire State Plaza, Albany, NY 12242, Attn: Michael Connors.**
  - Vendor ID - If the Assignee is not currently registered in the New York State Office of the Comptroller Vendor File, complete and submit to OGS a Substitute W-9 Form. **The Office of General Services (OGS) will initiate the vendor registration process to obtain the Vendor ID number for the Assignee once the Substitute W-9, the Landlord Disclosure Sheet and “Consent to Assignment” forms are completed and submitted to New York State Office of General Services - Real Estate Planning at the above noted address.**
  - Attach Workers’ Compensation and Disability Insurance Forms, as required.
  - The Assignee Name, FEIN and Vendor ID number must be consistent on all forms submitted to OGS as well to the NYS Tax Department and identified on the Landlord Disclosure Sheet.
  - **Please be sure to provide the Assignee’s email address on the Landlord Disclosure Sheet as this is important for correspondence and notification of payment information within the State Financial System (SFS).**

**CONSENT TO ASSIGNMENT  
STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES**

**ORIGINAL/PREVIOUS OSC LEASE NO.** \_\_\_\_\_ **(Original REP Lease #**  
\_\_\_\_\_) **)**  
**NEW ASSIGNMENT OSC LEASE NO.** \_\_\_\_\_ **(New REP Lease #**  
\_\_\_\_\_ **(A/B/C)**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between, \_\_\_\_\_ a \_\_\_\_\_ (Corporation, Limited Liability Company, etc) having its principal place of business at \_\_\_\_\_ having Employer Identification Number \_\_\_\_\_ and NYS Vendor ID No. \_\_\_\_\_ hereinafter referred to as the Assignor (Previous Landlord), and \_\_\_\_\_ a \_\_\_\_\_ (Corporation, Limited Liability Company, etc) having a principal place of business at \_\_\_\_\_ having Employer Identification Number \_\_\_\_\_ and NYS Vendor ID number \_\_\_\_\_, hereinafter referred to as **Assignee (New Landlord)**.

**WHEREAS**, the Assignor has heretofore entered into OSC Lease No. \_\_\_\_\_ with the State of New York for provision and sale of certain leased space to the State of New York for specified consideration, all as fully described in the Lease which this Assignment references.

**NOW WITNESSETH** that the Assignor by these present does hereby assign, transfer and set over unto the Assignee all right, title and interest in OSC Lease No. \_\_\_\_\_ (Original Lease) which shall be hereinafter assigned OSC Lease No. \_\_\_\_\_ (New Assigned Lease No.).

The Assignee warrants and represents that it will continue to fully perform all of the duties and obligations under the Lease No. \_\_\_\_\_ (New Assigned Lease) and shall indemnify and save the State harmless from any claims, damages or causes of action that the Assignor heretofore had, has or hereafter may have against the State arising out of the Assignment of this Contract.

The Assignor warrants and represents there are no known liens against OSC Lease No. \_\_\_\_\_ (Original Lease) or Assignor at this time nor does Assignor have reason to believe any such liens will be filed in the future which may result in a finding this Assignment was made to avoid payment of such liens.

OSC Lease No. \_\_\_\_\_ (Original Lease) commenced \_\_\_\_\_ and terminates \_\_\_\_\_ **OSC Lease No.** \_\_\_\_\_ **(New Assigned Lease No.)** commenced \_\_\_\_\_ (The Date of the Transfer of Ownership) and terminates \_\_\_\_\_ (The Original Lease Termination Date).

APPENDIX A - Appendix A is attached and made part of this Assignment.

**PROCUREMENT LOBBYING TERMINATION** - OGS reserves the right to terminate this agreement and the leases referred to herein in the event it is found that the certification filed by the Assignee in accordance with the New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Assignee in accordance with the written notification terms of the leases.

**SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING** - Pursuant to State Finance Law §§139-j and 139-k, this Assignment includes and imposes certain on communications between OGS and an Assignee during the Assignment process. Both Assignor and Assignee are restricted from making contact from the earliest written notice of the intent to assign the lease through final approval of the Assignment by OGS ("Restricted Period") to other than the designated contact(s)

set forth on the instruction page unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Assignee pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of an Assignment and in the event of two findings within a four year period, the Landlord is debarred from obtaining governmental procurement contracts, including leases. Further information about these requirements can be found on the OGS website at: <http://www.ogs.ny.gov/ACPL>

The Commissioner of General Services does hereby consent to the Assignment under the above described OSC Lease No. \_\_\_\_\_ (Original Lease) and this assigned Lease will be designated as (NEW) OSC Lease No. \_\_\_\_\_ hereafter. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor, named herein, and this consent is made, executed and delivered upon the express condition that this Agreement shall not operate to discharge any claims, demands or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or matter or thing whatsoever.

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**THE PEOPLE OF THE STATE OF NEW YORK**

**BY:**

Date: \_\_\_\_\_  
(OGS signature Date)

By: \_\_\_\_\_  
(Signature)

By: James P. Sproat, Executive Director  
For Commissioner of Office of General Services

APPROVED AS TO FORM

**Eric T. Schneiderman**  
**New York State Attorney General**

APPROVED:

**Thomas P. DiNapoli**  
**New York State Office of the Comptroller**

By \_\_\_\_\_  
**Assistant Attorney General**

By \_\_\_\_\_

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

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

**ASSIGNEE**

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Lease, Appendix A (Standard Clauses For New York State Contracts), and New York State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Assignee affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: <http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

<b>ASSIGNEE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS</b> Pursuant to Procurement Lobbying Law (SFL §139-j)	
<b>A.</b> Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking this Assignment in the previous four years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please answer the following question:	
<b>B.</b> Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C.</b> If yes, was the basis for the finding of non-responsibility due to intentional provision of false or incomplete information to a governmental entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details regarding the finding of non-responsibility:	
Governmental Entity:	
Date of Finding of Non-Responsibility:	
Basis of Finding of Non-Responsibility: (add additional pages if necessary)	
<b>D.</b> Has any governmental agency terminated or withheld a procurement contact with the above named individual or entity due to the intentional provision of false or incomplete information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details:	
Governmental Entity:	
Date of Termination or Withholding of Contract:	
Basis of Termination or Withholding: (add additional pages if necessary)	