

**INVITATION TO BID
FOR THE PURCHASE OF
NORRISTOWN STATE HOSPITAL RESIDENCE
SOLICITATION # 094547**

Parcel ID 63-00-08122-005

1732 Sterigere Street

Norristown, PA 19403



Date of Issue:
January 31, 2014

Issuing Office:
Department of General Services
Bureau of Real Estate
Room 505 North Office Building
Harrisburg, Pennsylvania 17125
(717) 772-8842



January 31, 2014

Re: Bid Offering for a Single Family Detached Dwelling Unit of 1,334 +/- Square Feet and a lot comprised of .25 Acres (10,800 +/- Square Feet) located at 1732 Sterigere Street, Norristown, PA 19043

Dear Interested Bidder:

I appreciate your interest in the purchase of the residential property located at 1732 Sterigere Street, Norristown, Pennsylvania. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your minimum bid offering must meet or exceed the sum of \$145,000. The property will be awarded to the highest responsible bidder who must execute the Agreement of Sale with the Department of General Services (DGS) within 15 calendar days of the DGS notice of award. A certified check, made payable to the *Commonwealth of Pennsylvania* for 2% of your bid offering, must accompany your bid submission.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited. The successful bidder, upon full execution of an Agreement of Sale by all parties, will be required to submit a 3% deposit towards the purchase price of the property.

DGS will reject any bid that is not received by the deadline, does not have the required 2% bid guarantee or does not meet the minimum bid offering. In addition, DGS reserves the right, in its sole discretion, to reject any and all bids in accordance with the best interest of DGS. If you are not the successful bidder, your 2% bid guarantee will be returned. **All bids whether delivered or sent by mail, must be received in the bid opening room on or before 3:00 pm on June 2, 2014.** The bid opening room is located in Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked "**Solicitation # 094547 - 1732 Sterigere Street, Norristown, PA**" on the outside of the mailer package. All bids received after 3:00 pm, June 2, 2014 will be rejected, and returned. Bids will be opened on June 2, 2014 at 3:00 pm in Room 503 North Office Building, Harrisburg, Pennsylvania.

For additional information relative to this property, please go to the Department of General Services website at <http://www.state.pa.us/dgs>. If there are discrepancies between the information contained in this Invitation to Bid and the DGS website, the Invitation to Bid will control. The Department of General Services makes no representations or warranties as to the accuracy of the information contained on the DMVA website.

Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at 717-772-8842.

Sincerely,

Andrew L. Lick
Real Estate Coordinator
Bureau of Real Estate
alick@pa.gov

INVITATION TO BID INSTRUCTIONS

**NORRISTOWN STATE HOSPITAL RESIDENCE
1,334 +/- SF Single Family Home on .25 Acres
City of Norristown
Montgomery County, Pennsylvania 19043**

Tax ID No. 63-00-08122-005

1. Pursuant to Act 48 of 1981, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of a 1,334 +/- square foot single family home, consisting of 3 bedrooms and 1 bath, on .25 Acres (10,800 +/- square feet) acres of land in the City of Norristown, Montgomery County, Pennsylvania. **The property will be sold on an “as-is” basis.**
2. Minimum acceptable bid is **\$145,000.00**. **A certified check made payable to the Commonwealth of Pennsylvania for 2% of your bid offering must accompany your bid.**
3. All bids, whether delivered or sent by mail, **must be received in the bid opening room on or before 3:00 P.M. on June 2, 2014.** The bid opening room is Room 503 North Office Building, Harrisburg, PA. If a bidder decides to mail its bid, it should allow adequate time for delivery. Bids should be mailed to DGS, Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA, 17125. All bid envelopes should be clearly marked “Solicitation # 094547 - 1732 Sterigere Street, Norristown, PA” on the outside of the mailer package. All bids received after **3:00 P.M., June 2, 2014** will be rejected and returned.
4. Bids will be opened on **June 2, 2014** in Room 503 North Office Building, Harrisburg, Pennsylvania at **3:00 P.M.**
5. Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions in this invitation to bid, it shall be rejected.
6. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder. When applicable, the bidder must complete and submit, with your bid, the **Buyer Identity Disclosure (form attached)**.
7. Inspection of the property may be arranged by contacting **Andrew L. Lick, DGS, Bureau of Real Estate, (717) 772-8842.**

8. DGS will accept only one Bid Offering (form attached) from each bidder. If a bidder submits more than one bid offering, DGS shall accept the highest bid submitted and reject any lower bid offerings. A Non-Collusion Affidavit (**form attached**) must be completed, notarized and submitted with your bid offering. A fully completed W-9 (**form attached**) must also be submitted with your bid offering.
9. The attached proposal form is to be fully completed and dated. Unless all bids are rejected, award will be made to the highest responsible bidder. Tie bids will be broken by the Secretary of General Services. The Purchase Agreement will be consummated with the awarded bidder. The highest responsible bidder must be current in the payment of taxes or other fiscal obligations owed to the Commonwealth of Pennsylvania. **The right to reject any or all bids and to rebid is hereby reserved.**
10. The awarded bidder will have 15 days following the notice of award to enter into a purchase agreement with the Commonwealth. A sample draft of the standard DGS Agreement of Sale is attached here as "Appendix A". Failure to enter into a purchase agreement within this period may result in rejection of the bid and the Department may proceed to the next highest responsible bidder. The second highest responsible bidder will have 15 days and so on.
11. The Commonwealth of Pennsylvania will not pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.
12. The Commonwealth will **not** be responsible for abatement or removal of any hazardous materials located on the premises, including, but not limited to, the buildings and other improvements on the property.
13. The Commonwealth will retain all oil, gas, and mineral rights to the subject property in accordance with Act 48 of 1981 (P.L. 143, No. 48: 71 Section 651.5(6)).
14. The Commonwealth and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Commonwealth of Pennsylvania are for information purposes only. DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.

BID OFFERING

1732 Sterigere Street, Norristown, Montgomery County, PA

Minimum Acceptable Bid Offering \$145,000.00

Dollar Amount of Bid - \$ _____

**THIS PROPERTY, INCLUDING ALL BUILDINGS AND OTHER IMPROVEMENTS,
WILL BE SOLD "AS-IS"**

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited.

In compliance with the invitation to bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this invitation to bid at the bid price indicated above.

CORPORATION:

DATE: _____

ATTEST: _____
Signature

Name

Title

CORP NAME: _____ (SEAL)

By _____
Signature

Title

INDIVIDUALS:

PARTNERSHIP:

BIDDER'S NAME: _____

By _____
Signature of Owner

Name

PARTNERSHIP NAME: _____

By _____
Signature of Managing Partner

Name

DATE: _____

Telephone (M) _____

(W) _____

ADDRESS: _____

You must complete the W-9 form attached with either your Social Security Number or your Federal Identification Number.

Form **W-9**
(Rev. December 1996)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature ▶ Date ▶

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ ("the firm") and that I am authorized to make this affidavit on behalf of the firm, and its owners, directors, and officers. I am the person responsible in the firm for the price(s) in this bid.

I state that:

(1) The price(s) in this bid were arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) and neither the approximate price(s) have been disclosed to any other firm or person who is a bidder or potential bidder, and they were not disclosed before bid opening or the quote receipt date.

(3) No attempt was made to induce any firm or person to refrain from bidding or submitting a quote on this contract or to submit any intentionally high or noncompetitive bid or quote or other form of complementary bid.

(4) The price(s) of the firm are offered in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid or quote.

(5) The firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or any public contract, except as follows:

I state that the firm understands and acknowledges that the above representations are material and important, and will be relied on by the Department of General Services in awarding the contract for which the bid was submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this bid.

The Firm

Signature

Signatory's Name

Signatory's Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2014__

Notary Public

My Commission Expires

BUYER IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your bid/proposal/signed agreement.

Date _____

NAME OF BUYER: _____

BUYER FEDERAL I.D. #: _____

Please indicate the legal status of your company and complete the appropriate section(s):

___ Corporation (Complete Section A) ___ Partnership (Complete Section C) ___ Sole Proprietor (Complete Section D)

___ Limited Liability Company (Complete Section B) ___ Limited Liability Partnership (Complete Section C)

A. CORPORATION: Provide the names of all officers of the corporation and all stockholders of greater than 5% below and the percent of stock held by each. Attach additional sheets if needed.

NAME: _____

NAME: _____

TITLE: PRESIDENT _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

TITLE: SECRETARY _____

TITLE: TREASURER _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

B. LIMITED LIABILITY COMPANY (L.L.C.): Provide the name of each member of the L.L.C. For L.L.C.s managed by a manager, please identify the manager.

NAME: _____

NAME: _____

TITLE: _____ Member Manager
 Member Manager

TITLE: _____

ADDRESS: _____

ADDRESS: _____

NAME: _____

TITLE: _____

Member

Member Manager

Manager

ADDRESS: _____

NAME: _____

TITLE: _____

ADDRESS: _____

C. PARTNERSHIP or Limited Liability Partnership (L.L.P.): List all general, limited or special partners. Identify any managing partner.

NAME: _____

TITLE: _____

(GENERAL, LIMITED, SPECIAL)
SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____

(GENERAL, LIMITED,

ADDRESS: _____

NAME: _____

TITLE: _____

(GENERAL, LIMITED, SPECIAL)
SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____

(GENERAL, LIMITED,

ADDRESS: _____

D. SOLE PROPRIETOR: If the lessor is a sole proprietorship, individual or owner doing business under any name or designation other than that of the name of the individual owner.

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

And

THIS AGREEMENT, dated _____, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, 515 North Office Building, Harrisburg, PA 17125, (hereinafter referred to as "Seller"),

AND

_____, (hereinafter referred to as "Buyer").

WITNESSETH THAT:

WHEREAS, Seller desires to sell to Buyer the property, containing .25 Acres, more or less, and single family home located at 1732 Sterigere Street in the City of Norristown, Montgomery County, as described in the attached legal description, made a part hereof, and marked as Exhibit A (hereinafter referred to as "the Premises"); and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

- (1) **Consideration.** The purchase price is **\$145,000**, which shall be paid to Seller by Buyer as follows:

- a. A two percent (2%) bid guarantee which has already been paid \$2,900
- b. Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (3% of purchase price) \$4,350
- c. Cash, certified check or cashier's check at time of Final Settlement and Delivery of Deed \$137,750

Total \$145,000

The three percent deposit shall be held in escrow by the Comptroller of the Department of General Services pending settlement.

- (2) **Legislative Contingency.** Buyer hereby acknowledges and understands that the authorization of the General Assembly is legally required for Seller to convey the Premises to Buyer; that Seller's agreement to this provision shall in no way bind the General Assembly to authorize Seller to convey the Premises to Buyer and that the General Assembly may impose conditions in addition to or at variance with the terms of this Agreement; and that Seller shall not incur any liabilities if the General Assembly does not authorize Seller to convey the Premises to Buyer. If the necessary authorization from the General Assembly is not received within twelve (12) months after the Execution Date of this Agreement (as defined below at Paragraph 3), there shall be absolutely no further liability or obligation by either party hereunder and this Agreement shall become null and void.
- (3) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, settlement shall occur within sixty (60) days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "Execution Date."
- (4) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.
- (5) **Default of Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at settlement in accordance with the

requirements of this Agreement or closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, there shall be absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.

- (6) **Transfer Taxes.** Seller is exempt by law from paying real estate transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax. The realty transfer tax due in connection with the transaction completed by this Agreement shall be paid by Buyer at Settlement.
- (7) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the tax upon transfer of title to the Property.
- (8) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (9) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.
- (10) **Covenants, Conditions and Restrictions.**
 - (A) The deed of conveyance shall contain the following covenant:

“Under and Subject to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Buyer (Grantee), its successors or assigns, permit any portion of the

property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).”

- (B) To Seller’s knowledge the property is zoned “R2 - Residential”.
 - (C) Buyer acknowledges, that this Agreement is subject to the approval of the Office of General Counsel, Office of Attorney General, Secretary of General Services and the Governor and that if not properly approved by these officials or their designees, the Purchase Agreement will not be valid.
- (11) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (12) **Assignment.** Buyer may not assign its rights hereunder, without the written consent of the Seller; which consent may be withheld and the Seller’s sole discretion.
- (13) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an "as is" basis, that it has had the opportunity to inspect the Premises, and that said Premises are being purchased as a result of said inspection and not as a result of any advertisement, hand bill or any representation, either oral or written, made by Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.
- (14) **Care of Premises.** From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.
- (15) **Risk of Loss.** Risk of loss shall remain with Seller until settlement. In the event of damage to the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.
- (16) **Right-to-Know.**

(A) The Pennsylvania Right-to-know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.

(B) If the Seller needs the Buyer's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Buyer using the legal contact information provided in this Agreement. The Buyer, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Seller.

(C) Upon written notification from the Seller that it requires the Buyer's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Buyer's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Buyer shall:

(1) Provide the Seller, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Buyer's possession arising out of this Agreement that the Seller reasonably believes is Requested Information and may be a public record under the RTKL; and

(2) Provide such other assistance as the Seller may reasonably request, in order to comply with the RTKL with respect to this Agreement.

(D) If the Buyer considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Buyer considers exempt from production under the RTKL, the Buyer must notify the Seller and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL.

(E) The Seller will rely upon the written statement from the Buyer in denying a RTKL request for the Requested Information unless the Seller determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Seller determine that the Requested Information is clearly not exempt from disclosure, the Buyer shall provide the Requested Information within five (5) business days of receipt of written notification of the Buyer's determination.

(F) If the Buyer fails to provide the Requested Information within the time period required by these provisions, the Buyer shall indemnify and hold the Seller harmless for any damages, penalties, costs, detriment or

harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller.

(G) The Seller will reimburse the Buyer for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

(H) The Buyer may file a legal challenge to any Seller decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Buyer shall indemnify the Seller for any legal expenses incurred by the Seller as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller, regardless of the outcome of such legal challenge. As between the parties, the Buyer agrees to waive all rights or remedies that may be available to it as a result of the Seller's disclosure of Requested Information pursuant to the RTKL.

(I) The Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer had Requested Information in its possession.

(17) Miscellaneous.

(A) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.

(B) Buyer shall receive possession of the Premises at the time of closing by delivery of the deed and such keys as Seller may possess at that time. Prior to closing, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.

(C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with who said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

- (18) **Recording.** This Agreement shall not be recorded by Seller or Buyer in the Recorder of Deeds of Montgomery County or other public office of record.
- (19) **Subsequent Liens and Ordinances.** Any notices or ordinances filed subsequent to the date of settlement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided that Buyer takes title hereunder. Any such notices or ordinances filed prior to the date of settlement are to be complied with at the expense of the Seller.
- (20) **Representations and Warranties of Seller.** Seller, to induce Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of settlement.
- (A) Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
- (B) With the exception of the lease agreement between the Buyer and Seller, dated, _____, there are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises which shall be binding upon Buyer or with respect to the Premises from and after the date of settlement.
- (C) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- (D) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Premises and, to Seller's knowledge, no Taking has been threatened.

- (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full and there are no claims against the Seller or the Premises in connection therewith.
 - (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of Seller.
 - (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is highly likely that lead-based paint or lead-based paint hazards are present in or about the Premises. Buyer agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint and/or lead-based paint hazards.
- (21) **Release.** Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release shall survive settlement.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2014.

SELLER:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Office of Chief Counsel
Department of General Services

Sheri Phillips (Date)
Secretary

Office of Attorney General

Office of General Counsel

GOVERNOR

BUYER:

ATTEST:
