

INVITATION TO BID
FOR THE PURCHASE OF
LANCASTER NATIONAL GUARD ARMORY
SOLICITATION #94652



Date of Issue:

October 2, 2014

Issuing Office:

Department of General Services
Bureau of Real Estate
401 North Street, Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 787-1321



October 2, 2014

Re: Bid Offering for 0.63-Acres ± and Building Containing 20,735 SF±
Tax ID No. 339-31317-0-0000
Lancaster National Guard Armory
438 N. Queen Street
City of Lancaster, Lancaster County, Pennsylvania 17603

Dear Interested Bidder:

I appreciate your interest in the purchase of the former Lancaster National Guard Armory property. 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 \$320,000.00 if your bid accepts the historic covenant (Option "A"); or \$400,000.00 if your bid does not accept the historic covenant (Option "B"). The property will be awarded to the highest responsible bidder who must execute an 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. **It should be noted that any responsive bid received by DGS wherein the buyer agrees to accept the historic covenant will be selected over a bid that does not agree to accept the historic covenant.**

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, have not executed an Agreement of Sale within the allotted timeframe, or, for whatever reason, 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 an 8% 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 or all bids in accordance with the best interest of DGS. If you are not the successful bidder, your 2% bid guarantee will be returned without interest. **All bids whether delivered or sent by mail, must be received in the bid opening room on or before 3:00 PM on Thursday, January 8, 2015.** The bid opening room is located in Room 503 North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail its bid, it should allow adequate time for delivery. Bids should be mailed to the Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked "**Solicitation #94652 - Lancaster National Guard Armory**" on the outside of the mailer package. All bids received after 3:00 PM, Thursday, January 8, 2015 will be rejected, and returned. Bids will be opened on Thursday, January 8, 2015 at 3:00 PM in Room 503 North Office Building, Harrisburg, Pennsylvania.

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) 787-1321.

Sincerely,

Lisa M. Kettering
Real Estate Coordinator
Bureau of Real Estate
Lkettering@pa.gov

INVITATION TO BID INSTRUCTIONS

**LANCASTER NATIONAL GUARD ARMORY
0.63-Acres ± and Building Containing 20,735 SF ±
438 N. Queen Street
City of Lancaster, Lancaster County, Pennsylvania 18603
Tax ID No. 339-31317-0-0000**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 0.63 acres of land and building containing 20,735 SF±. The property is located in the City of Lancaster, Lancaster County, Commonwealth of Pennsylvania. The property will be sold on an **“as-is” basis**.
2. Minimum acceptable bid is **\$320,000.00** for those bids that accept the historic covenant (Option “A”). Minimum acceptable bid is **\$400,000.00** for those bids that do not accept the historic covenant (Option “B”). **It should be noted that any responsive bid received to accept the historic covenant shall be selected over a bid that does not accept the historic covenant. 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 Thursday, January 8, 2015.** The bid opening room is located in Room 503 North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail the bid, the bidder should allow adequate time for delivery. Bids should be mailed to Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked with **“Solicitation #94652 - Lancaster National Guard Armory”** on the outside of the mailer package. All bids received after 3:00 P.M., Thursday, January 8, 2015, will be rejected, and returned.
4. Bids will be opened on **Thursday, January 8, 2015**, 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. Inspection of the property may be arranged by contacting: Lisa Kettering, DGS, Bureau of Real Estate, (717) 787-1321.
7. 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).
8. DGS will accept only one [Bid Offering](#) (form attached) from each bidder. The attached Bid Offering form is to be fully completed, dated and submitted. If a bidder submits more than one Bid Offering, DGS shall accept the highest responsible bid submitted and reject any lower Bid Offerings. A fully completed [W-9](#) (form attached) must be submitted with your Bid Offering. A [Non-Collusion Affidavit](#) (form attached) must also be completed, notarized and submitted with your Bid Offering.

9. Unless all bids are rejected, award will be made to the highest responsible bidder; with selection being given to any bidder that agrees to accept the historic covenant. Tie bids will be broken by the Secretary of the Department of General Services. The Agreement of Sale 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 calendar days following the notice of award to enter into an Agreement of Sale with the Commonwealth. Failure to enter into an Agreement of Sale 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 calendar 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 oil, gas and mineral rights shall be retained by the Department of General Services, on behalf of the Commonwealth of Pennsylvania, and may be leased by the Department of General Services in accordance with the authority granted in the act of October 8, 2012 (P.L. 1194, No.147), known as the Indigenous Mineral Resources Development Act.
13. If Option "A" is selected by the bidder, the sale is also conditioned on the Buyer accepting and executing, at Closing, the "Declaration of Covenants"; a historical covenant which will run with the land for a period of 25 years. The "Declaration of Covenants" may be reviewed within this Invitation to Bid and can be found as Exhibit "B" of the **Sample** Agreement of Sale at pages 27 through 29. **This provision will not pertain to those bidders selecting Option "B".**
14. The following restrictive covenant shall be contained in the deed of conveyance:
 - "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 GRANTEE, its successors and assigns. Should the 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 revert in the GRANTOR."
15. The Executive Summary from the Phase I Environmental Site Assessment Report, dated June 20, 2014, is included in APPENDIX B within this Invitation to Bid. A copy of the Phase I Environmental Site Assessment report may be obtained from DGS. Please contact Lisa Kettering (717.787.1321) to schedule a review of the environmental report or request a copy of the report. **DGS does not guarantee the accuracy of the environmental report and is not responsible for discrepancies between the report and existing conditions.**
16. The Commonwealth will **not** be responsible for abatement or removal of any hazardous materials located on the premises, including, but not limited to, the building and other improvements on the property.

17. 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 is for information purposes only. DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.

18. In the event it becomes necessary to revise any part of this Invitation to Bid (ITB) an amendment will be issued to all interested parties who received the original ITB. **For interested parties who download the ITB from the DGS website, it will be the interested party's responsibility to check the website for amendments to the ITB prior to submission of their proposal.**

Option "A" – With Historic Covenant

Bid Offering

**LANCASTER NATIONAL GUARD ARMORY
438 N. Queen Street, City of Lancaster, Lancaster County**

Minimum Acceptable Bid Offering \$320,000.00

Dollar Amount of Bid - \$_____

THE PROPERTY 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

Corporation Name (SEAL)

Name

Signature

Title

Title

Home, Work or Cell Phone

Home, Work or Cell Phone

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Home, Work or Cell Phone

Home, Work or Cell Phone

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

Option "B" – Without Historic Covenant

Bid Offering

**LANCASTER NATIONAL GUARD ARMORY
438 N. Queen Street, City of Lancaster, Lancaster County**

Minimum Acceptable Bid Offering \$400,000.00

Dollar Amount of Bid - \$_____

THE PROPERTY 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

Corporation Name (SEAL)

Name

Signature

Title

Title

Home, Work or Cell Phone

Home, Work or Cell Phone

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Home, Work or Cell Phone

Home, Work or Cell Phone

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Social security number													
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number																					
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, 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 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. 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
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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 income tax return. 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 entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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 ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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 and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 or Individual(s)

Signature

Signatory's Name

Signatory's Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 20__

Notary Public

My Commission Expires

BUYER IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your bid.

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: _____

TITLE: PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: SECRETARY _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: TREASURER _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

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: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

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)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

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

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

SAMPLE

AGREEMENT OF SALE

By and Between

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

AND

THIS AGREEMENT, dated _____, 20____, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, 515 North Office Building, Harrisburg, Pennsylvania 17125, ("Seller"), with the approval of the **DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**,

AND

_____, _____, _____,
_____, _____, ("Buyer").

WITNESSETH THAT:

WHEREAS, *Act 56 of 2013* authorizes the Department of General Services to convey title to the property; and

WHEREAS, Seller desires to sell to Buyer the property containing approximately 0.63 acres more or less and improvements known as the former "Lancaster National Guard Armory" located in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, 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:

EXAMPLE:

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

a.	A two percent (2%) bid guarantee which has already been paid	\$
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$
	Total	<hr style="width: 100%; border: 0.5px solid black;"/> \$

The Comptroller of the Department of General Services, pending settlement, shall hold the ten percent (10%) deposit in escrow.

(2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, Closing shall occur within ninety (90) 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.**"

(3) **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.

(4) **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.

(5) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax.

The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Settlement.

- (6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (8) **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.
- (9) **Covenants, Conditions and Restrictions.**
 - (A) The parties acknowledge and agree that the deed of conveyance shall contain a provision expressly excepting and reserving to Seller all oil, gas and mineral rights and may be leased by Seller in accordance with the authority granted in the Act of October 8, 2012 (P.L. 1194, No. 147), known as the Indigenous Mineral Resources Development Act.
 - (B) At Closing, Buyer will execute the Declaration of Covenants, hereby attached and marked as **Exhibit “B”**, which will run with the land for a period of twenty-five (25) years. **(This provision will only be included if the bidder selects Option “A”).**
 - (C) 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).”
 - (D) To Seller’s knowledge, the zoning classification of the Premises is Mixed Use (MU).

- (E) The property is listed on the National Register of Historical Properties.
- (F) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.
- (10) **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.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of Seller.
- (12) **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 representation, either oral or written, made by the 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.
- (13) **Care of Premises.**
- (A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.
- (B) 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.
- (14) **Risk of Loss.** Risk of loss shall remain with Seller until Settlement. In the event of material damage to the Premises that affects the value of 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.

(15) **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 Settlement by delivery of the Deed. Buyer shall be responsible for making arrangements to have the locks changed the day of Settlement; subsequent to Settlement. Prior to Settlement, 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 whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

(16) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of Lancaster County or other public office of record.

(17) **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.
- (18) **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 before the date of settlement are to be complied with at the expense of the Seller.
- (19) **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) 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 likely that lead-based paint or lead-based paint hazards, lead pipes and radon gas 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, lead pipes and/or radon gas hazards.
- (20) **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

_____, 20____.

ATTEST:

BUYER:

ATTEST:

**SELLER:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Secretary DATE

**Approved as to Form and
Legality:**

**APPROVED:
DEPARTMENT OF MILITARY AND VETERANS
AFFAIRS**

Office of Chief Counsel
Department of Military & Veterans Affairs

Adjutant General DATE

Office of Chief Counsel
Department of General Services

Office of General Counsel

APPROVED:

Office of Attorney General

GOVERNOR

LEGAL DESCRIPTION

The subject property is located in the City of Lancaster, Lancaster County, Commonwealth of Pennsylvania. It is also identified as 438 N. Queen Street, Lancaster, Pennsylvania, 17603 and being Tax ID No 339-31317-0-0000. A legal description of the property follows:

ALL THAT CERTAIN lot or piece of ground situate on the West side of North Queen Street, between Lemon and James Street

CONTAINING in front of breadth on the said North Queen Street 64 feet and 4 ½ inches, more or less, and extending in depth of that width 245 feet, more or less, to Market Street.

BOUNDED on the East by North Queen Street, on the North by property hereinafter described as No. 2, on the West by North Market Street, and on the South by property now or late of Christian Zecker.

ALL THAT CERTAIN lot or piece of ground with a two-story brick dwelling house and other improvements thereon erected, known as no. 438 North Queen Street. Containing in front of the said North Queen Street, 47 feet 3 ¼ inches, more or less, and extending in depth of that width 245 feet, more or less, to Market Street.

BEING TAX MAP REFERENCE District 339, Page 12K, Block 13D1, Lot 1
and

BEING TAX ACCOUNT NUMBER 339-31317-0-0000.

BEING the same premises conveyed from Elwood Snyder and Flora H. Snyder, his wife and Charles Lehman and Sue Lehman, his wife, to the Commonwealth of Pennsylvania, by deed dated February 24, 1921, and recorded February 24, 1921, in Lancaster County, Pennsylvania, in Deed Book T. No. 24, Page 244.

Exhibit "A"

Declaration of Covenants (will only apply if Option "A" is accepted by bidder)

The parties to these covenants are the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter referred to as the "Commission"), and the _____ (hereinafter referred to as the "Owner").

The parties agree that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this instrument, entitled "Declaration of Covenants," shall be binding as between the parties and their respective successors and assigns for a period of twenty-five (25) years (the "Term") and shall be recorded, with the Lancaster County Recorder of Deeds. The Owner, its successors and assigns, covenants and agrees to assume responsibility for the maintenance, preservation, and administration of the property hereinafter described in satisfactory manner for a demonstrable public benefit.

The provisions of these covenants, hereinafter expressed as covenants running with the land throughout the Term, are herein set forth so as to ensure the maintenance and preservation of the architectural and historical characteristics of the Lancaster Armory, located at 438 N. Queen Street, in the City of Lancaster, Pennsylvania, which is listed in the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 *et seq.*). Architectural and historical characteristics shall be defined as those significant physical features that qualify the property as eligible for the National Register of Historic Places, as outlined in the associated National Register documentation.

The Commonwealth of Pennsylvania, acting by and through its Department of General Services, conveyed the above-referenced property to the Owner by deed dated _____ and recorded at the Office of the Recorder of Deeds of Lancaster County at _____.

The Lancaster Armory shall be maintained and preserved in accordance with the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*. No construction, alteration, rehabilitation, remodeling, demolition, site development, ground disturbance, or other action shall be undertaken or permitted to said property without prior written permission from the Commission. Prior to the commencement of work, the Owner agrees to notify, in writing, the Commission of all work on said property in its entirety that might affect the property's architectural or historical characteristics. The Commission will be given thirty (30) days from receipt of the notice to review and approve in writing the appropriateness of said work.

For work that involves ground disturbance, the Commission may require archaeological investigation at the Owner's expense. In the event that archaeological materials are discovered during ground-disturbing activities, work shall temporarily cease, and the Commission shall be consulted for instructions prior to proceeding with the work. Any archaeological work shall be conducted in accordance with the U.S. Secretary of the Interior's *Standards and Guidelines for Archaeological Documentation* (48 FR 447344-37) and any such standards and guidelines as the Commission may specify.

The Owner shall allow the Commission, at all reasonable times and upon reasonable advance notice to the Owner, access to inspect said property to ensure compliance with this covenant.

Exhibit "B"

It is further agreed that the Commission in no way assumes any liability or obligation for maintaining, repairing or administering said property and the Owner shall hold the Commission harmless from and indemnify the Commission against any and all claims, demands and actions based upon or arising out of any activities performed by the Commission, its officials, employees and agents under this covenant and shall, at the request of the Commission, defend any and all actions brought against the Commission based upon any such claims or demands.

Failure of the Commission to exercise any rights or remedies granted under this covenant shall not be construed to be a waiver by the Commission of its rights and remedies in regard to the event of default or any succeeding event of default.

The rights and remedies of the Commission provided in this covenant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this covenant.

In Witness thereof, the _____ has hereunto set its hand and seal this _____ day of _____, _____.

By _____

(Print/Type name and title)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, _____, personally appeared the above named _____ and acknowledged the foregoing Declaration of Covenants to be the free act and deed of the Owner, and being so authorized to do so, executed the foregoing instrument for this purpose therein contained.

My commission expires

Notary Public

Exhibit "B"

IN WITNESS WHEREOF, the Commission agrees to accept this Declaration of Covenants on this day of _____, _____.

Pennsylvania Historical and Museum Commission,
State Historic Preservation Officer

By _____

Name _____

Title _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, _____, personally appeared the above named State Historic Preservation Officer of the Pennsylvania Historical and Museum Commission and executed the foregoing instrument for the purpose therein contained.

My commission expires

Notary Public

Exhibit "B"

APPENDIX B
DISCLOSURES

The following is the Executive Summary taken from the Phase I Environmental Site Assessment, dated June 20, 2014.

The Phase I Environmental Site Assessment report may be reviewed or a copy may be obtained from DGS. Please contact the issuing office to obtain a copy or to schedule a review of the environmental report.

EXECUTIVE SUMMARY

INTRODUCTION

Robert F. Murphy Environmental Consultants (RFM) was awarded a contract by Ms. Lisa Kettering, Pennsylvania Department of General Services, Real Estate Coordinator in a letter agreement (Q14-1029) signed May 30, 2014 to perform a Phase I Environmental Assessment of the Lancaster (Stahr) Armory property located at 438 N. Queen Street, Lancaster, Pennsylvania 17603. Ms. Kettering ordered the Phase I as part of the Commonwealth of Pennsylvania's due diligence prior to selling the property to determine if there were any outstanding environmental concerns with the site. The Phase I was conducted in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process (E1527-13).

The scope of work included, but was not limited to, a site inspection of the property; a review of aerial photographs and historic fire insurance maps of the property; personal and telephone interviews with regulatory staff and others knowledgeable with the property; a detailed interview with the property owner representative; a review of a regulatory database search, city directories, and historical topographic maps of the property; a FOIA request through the City of Lancaster; and a review facility environmental reports.

KEY FINDINGS

The property is located in a dense urban area. It has likely been developed for over 200 years. The property was operated as S E Bailey & Co. Carriage from 1886 until approximately 1920. They likely assembled horse drawn carriages. Based on fire insurance maps (Appendix C) the assembly process included painting and varnishing of the carriages. It is believed that this building was taken down and the current building constructed in 1927. The building was expanded around 1948. The building was used from 1927-2008 as the Lancaster (Stahr) Armory for the Pennsylvania National Guard. The building was also rented out to the Theatre of the Seventh Sisters, a theatre arts group, from approximately 2000 to late 2012. The building has been vacant since December 2012.

There is an area of soil around the former leaded gasoline UST at the southwest side of the property. The UST was removed July 18, 2006. A total of 7.84 tons of contaminated soil was removed and disposed of off-site. Post-closure confirmatory soil sampling was conducted July 25, 2006. Three of eight soil samples (those along the north wall of the excavation) had lead soil concentrations that exceeded the Pennsylvania medium-specific concentration for the soil to groundwater pathway for non-residential, used aquifer pathway of 450 mg/kg. The highest concentration recorded was 2,400 mg/kg. The organic parameters easily met the Pennsylvania statewide health standards for all

parameters. Fill in the excavation including battery carcasses were reported during the tank closure. It is believed that this is the source of the lead although the UST was used to store leaded gasoline. The area is now paved with asphalt. A copy of the UST System Closure Report is shown as Appendix E.

The front side of the basement had a firing range that was closed in 1980. According to the Final Completion Report- Decontamination of Indoor Firing Range dated March 2004, decontamination of the firing range was conducted in 2001 and again in 2004. Wipe sampling for lead was conducted after decontamination in 2004. During two sampling events, at least three wipe samples during each event exceeded the Army National Guard cleanup goal for lead of 200 ug/square foot. No additional decontamination of the indoor firing range was conducted after this time. This is considered a REC for the property.

Based on the ERIS data base search, a site inspection, and an interview with the property owner representative Mr. Wagner, a review of fire insurance maps, and a review of site environmental reports, there are presently no AST's or UST's at the property. There was previously a 1,000 gallon leaded gasoline UST located on the southwest side of the property. The tank was taken out of service prior to 1989 and was never registered with the Pennsylvania DEP and was considered a pre-Act unregulated tank. The tank was removed in 2006. Two soil samples were collected under the tank and some soil contamination was detected. A total of 7.84 tons of contaminated soil was excavated and disposed of off-site. The area was paved with asphalt. The closure and post-excavation soil sampling results are enclosed as Appendix E. As discussed in Section 4.1, lead contaminated soil remains in the ground in this area. The closure report was prepared by Hafer Petroleum Equipment, Ltd. November 22, 2006. A Pennsylvania DEP letter to the property owner dated January 12, 2007 acknowledges the gasoline UST release but identifies the tank as non-regulated tank (pre-Act tank). DEP indicated that the owner can remediate the site under Act 2. The Act 2 remediation was never conducted. This is considered a REC for the property.

Since the building was constructed in 1927 and expanded in 1948, it is possible that asbestos containing material (ACM) was used in the construction of the building. During the site inspection, several areas of suspect asbestos containing materials (ACM) were observed in the building and are described as follows:

Suspect ACM	Quantity	Description	Condition
Pipe Insulation	1,000 LF	Pipe insulation along ceiling and rear room on 1st floor	Good
9" by 9" VAT & Mastic	320 SF	2nd Floor Classroom	Good
Plaster Walls	1,000 SF	Plaster Walls through Front of the	Generally Good

		Building	
9" by 9" VAT & Mastic	880 SF	Classroom in the Basement	Poor to Fair
Mastic/Glue	5,000 SF	Under Wood Gym Floor	Good
Pipe Insulation	200 LF	Firing Range Room	Good
Pipe Insulation*	500 LF	Boiler Room in the Basement	Good

CONCLUSIONS AND RECOMMENDATIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitation of ASTM Practice E 1527-13 for the Lancaster Armory at 438 N. Queen Street, City of Lancaster, Lancaster County, Pennsylvania. Any deviations or data gaps are presented in Section 7.0. This assessment has revealed no evidence of any recognized environmental conditions (REC's), historical recognized environmental conditions (HREC's), or controlled recognized environmental conditions (CREC's) in connection with the property except the following:

The remaining lead contaminated soil in the area of the former leaded gasoline UST represents a REC. The soil contamination is described in Sections 4.1 and 4.6 of this report and detailed in Appendix E. This soil should be remediated under Act 2.

There is residual lead dust on the walls of the former firing range on the front basement of the building. Dust levels were found in excess of the 200 ug/square foot Army National Guard cleanup goal in 2004 after this area was decontaminated on two occasions. This is considered a REC. Additional decontamination of lead dust in this area is recommended by a contractor certified in handling lead contamination.

The numerous spills and reported tank releases in the area of the Lancaster Armory coupled with the historic use of the area to the north of the property (and possibly up-gradient direction) for industrial purposes during the 20th century suggest that the groundwater in the area may be contaminated from multiple sources. This constitutes an HREC for the property. Since depth to groundwater is deep at the site and the entire area is on public drinking water, no further action is recommended for this HREC.

Although not considered REC's, HREC's, or CREC's, the following are real or potential environmental or business operational deficiencies and recommendations are made as best management practices:

- There is evidence of a significant amount of suspect ACM pipe insulation and some vinyl asbestos tile (VAT) at the Lancaster Armory. The suspect VAT is described in Section 4.8 of this report. It is believed that the Bureau of Environmental Management (BEM) performed an asbestos survey of the building in 1996. According to Mr. Daryl Valley of BEM, a copy of the report cannot be

found. It is recommended that a new asbestos survey be conducted for the property.

- Since the entire building was constructed before 1950, it is possible that there are still some PCB ballasts associated with fluorescent light inside the building. Any old light ballasts that do not have "No PCB" label should be sent to a PCB recycler when the ballast fails.
- Because of the age of the building, all painted surfaces are assumed to contain lead-based paint. Most painted surfaces were in good condition. There is severely peeling paint on the 3rd floor of the building. Any damaged paint should be tested for lead prior to making renovations. Make sure all renovations that affect lead-based paint are performed by a firm licensed to handle lead-based paint.
- It is recommended that the old fluorescent lights that fail be collected and sent to a recycler to reclaim the mercury rather than being disposed of with the trash which is legal.

APPENDIX C
MAP

438 N. Queen Street, City of Lancaster, Lancaster County

