

**INVITATION TO BID**  
**FOR THE PURCHASE OF**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**SOLICITATION #94665**



Date of Issue:

**October 31, 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 31, 2014

Re: Bid Offering for 15.00-Acres ± and Storage Building  
Tax ID No. 09-11-012-4552  
Ridgway National Guard Weekend Training Site  
5509 Grant Road  
Township of Ridgway, Elk County, Pennsylvania 15853

Dear Interested Bidder:

I appreciate your interest in the purchase of the former Ridgway National Guard Weekend Training Site 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 set forth in the Bidding Timetable and Related Minimum Bid Requirements section, found at page 3. 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.

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 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. **All bids whether delivered or sent by mail, must be received in the bid opening room on or before 3:00 PM on the date set forth in the Bidding Timetable and Related Minimum Bid Requirements section.** 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 #94665 - Ridgway National Guard Weekend Training Site – Bid Interval Number 1, 2, 3, or 4**" (whichever is appropriate) on the outside of the mailer package. All bids received after 3:00 PM, on the respective due date, will be rejected and returned. Bids will be opened on the respective due date, 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](mailto:Lkettering@pa.gov)

## **BIDDING TIMETABLE & RELATED MINIMUM BID REQUIREMENTS**

The Department of General Services (Department) has issued Solicitation No. 94665 establishing a series of four (4) bidding intervals that will sequentially occur until such time a responsive bid is received by the Department. If the Department does not receive a responsive bid for Bidding Interval No. 1, the bidding process will continue, and so on, until such time a responsive bid is received. Each of the remaining three (3) bidding intervals will include reductions to the minimum bid requirement and associated bid submission deadlines. All other terms and conditions of the bidding requirements remain the same throughout any/all bidding intervals. The schedule of the four (4) bidding intervals is structured as follows:

### **Bidding Interval No. 1**

Minimum Bid Requirement      \$40,000

Beginning Date: October 31, 2014

Bid End Date: December 1, 2014

### **Bidding Interval No. 2**

Minimum Bid Requirement      \$30,000

Beginning Date: December 2, 2014

Bid End Date: January 5, 2015

### **Bidding Interval No. 3**

Minimum Bid Requirement      \$20,000

Beginning Date: January 6, 2015

Bid End Date: February 9, 2015

### **Bidding Interval No.4**

Minimum Bid Requirement      \$10,000

Beginning Date: February 10, 2015

Bid End Date: March 11, 2015

**Bidding Interval No. 1**  
**October 31, 2014 through December 1, 2014**

**INVITATION TO BID INSTRUCTIONS**  
**SOLICITATION #94665**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**15.00-Acres ± and Storage Building**  
**5509 Grant Road**  
**Township of Ridgway, Elk County, Pennsylvania 15853**  
**Tax ID No. 09-11-012-4552**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 15.00 acres of land and storage building. The property is located in the Township of Ridgway, Elk County, Commonwealth of Pennsylvania. The property will be sold on an “as-is” basis.
2. Minimum acceptable bid is **\$40,000.00**. **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 Monday, December 1, 2014**. 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 #94665 – Ridgway National Guard Weekend Training Site - Bidding Interval No. 1**” on the outside of the mailer package. All bids received after 3:00 P.M., Monday, December 1, 2014, will be rejected, and returned.
4. Bids will be opened on **Monday, December 1, 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. 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. 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 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 revest in the GRANTOR.”

13. The following environmental notice, easement/covenant shall be contained in the deed of conveyance:

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that quantities of small arm munitions containing lead, copper, antimony and nitroglycerin were stored, released and disposed of on the property on or about June 1987 to November 2005.

The Commonwealth of Pennsylvania retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the Commonwealth of Pennsylvania shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Commonwealth of Pennsylvania shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will

be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Commonwealth of Pennsylvania or any officer, employee, agent, contractor of any tier, or servant of the Commonwealth of Pennsylvania based on actions taken by the Commonwealth of Pennsylvania or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under applicable law.

14. 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. Other than the aforementioned regarding the small arms munitions contaminants, the Commonwealth will not be responsible for abatement.
15. Excerpts from the Pennsylvania Army National Guard Munitions Response Sites, Final Site Inspection Report, dated September, 2012, to include, Munitions Constituents Sampling and Analytical Results, Summary and Conclusions and Recommendations are included in **APPENDIX B** found at pages 39 through 51 within this Invitation to Bid. **DGS does not guarantee the accuracy of the report and is not responsible for discrepancies between the report and existing conditions.**
16. 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.
17. 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.**

**Bidding Interval No. 1**  
**October 31, 2014 through December 1, 2014**  
**Bid Offering**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**5509 Grant Road, Township of Ridgway, Elk County**

**Minimum Acceptable Bid Offering \$40,000.00**

**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.**

**Bidding Interval No. 2**  
**December 2, 2015 through January 5, 2015**

**INVITATION TO BID INSTRUCTIONS**  
**SOLICITATION #94665**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**15.00-Acres ± and Storage Building**  
**5509 Grant Road**  
**Township of Ridgway, Elk County, Pennsylvania 15853**  
**Tax ID No. 09-11-012-4552**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 15.00 acres of land and storage building. The property is located in the Township of Ridgway, Elk County, Commonwealth of Pennsylvania. The property will be sold on an “**as-is**” basis.
2. Minimum acceptable bid is **\$30,000.00**. **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 Monday, January 5, 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 #94665 – Ridgway National Guard Weekend Training Site - Bidding Interval No. 2 -**” on the outside of the mailer package. All bids received after 3:00 P.M., Monday, January 5, 2015, will be rejected, and returned.
4. Bids will be opened on **Monday, January 5, 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. 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 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 revest in the GRANTOR.”

13. The following environmental notice, easement/covenant shall be contained in the deed of conveyance:

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that quantities of small arm munitions containing lead, copper, antimony and nitroglycerin were stored, released and disposed of on the property on or about June 1987 to November 2005.

The Commonwealth of Pennsylvania retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the Commonwealth of Pennsylvania shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Commonwealth of Pennsylvania shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge. Excluding

the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Commonwealth of Pennsylvania or any officer, employee, agent, contractor of any tier, or servant of the Commonwealth of Pennsylvania based on actions taken by the Commonwealth of Pennsylvania or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under applicable law.

14. 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. Other than the aforementioned regarding the small arms munitions contaminants, the Commonwealth will not be responsible for abatement.
15. Excerpts from the Pennsylvania Army National Guard Munitions Response Sites, Final Site Inspection Report, dated September, 2012, to include, Munitions Constituents Sampling and Analytical Results, Summary and Conclusions and Recommendations are included in **APPENDIX B** found at pages 39 through 51 within this Invitation to Bid. **DGS does not guarantee the accuracy of the report and is not responsible for discrepancies between the report and existing conditions.**
16. 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.
17. 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.**

**Bidding Interval No. 2**  
**December 2, 2014 through January 5, 2015**

**Bid Offering**

**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**5509 Grant Road, Township of Ridgway, Elk County**

**Minimum Acceptable Bid Offering \$30,000.00**

**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.**

**Bidding Interval No. 3**  
**January 6, 2015 through February 9, 2015**

**INVITATION TO BID INSTRUCTIONS**  
**SOLICITATION #94665**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**15.00-Acres ± and Storage Building**  
**5509 Grant Road**  
**Township of Ridgway, Elk County, Pennsylvania 15853**  
**Tax ID No. 09-11-012-4552**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 15.00 acres of land and storage building. The property is located in the Township of Ridgway, Elk County, Commonwealth of Pennsylvania. The property will be sold on an “as-is” basis.
2. Minimum acceptable bid is **\$20,000.00**. **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 Monday, February 9, 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 #94665 – Ridgway National Guard Weekend Training Site - Bidding Interval No. 3**” on the outside of the mailer package. All bids received after 3:00 P.M., Monday, February 9, 2015, will be rejected, and returned.
4. Bids will be opened on **Monday, February 9, 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.
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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.
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12. 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 revest in the GRANTOR.”

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Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that quantities of small arm munitions containing lead, copper, antimony and nitroglycerin were stored, released and disposed of on the property on or about June 1987 to November 2005.

The Commonwealth of Pennsylvania retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the Commonwealth of Pennsylvania shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Commonwealth of Pennsylvania shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge. Excluding

the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Commonwealth of Pennsylvania or any officer, employee, agent, contractor of any tier, or servant of the Commonwealth of Pennsylvania based on actions taken by the Commonwealth of Pennsylvania or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under applicable law.

14. 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. Other than the aforementioned regarding the small arms munitions contaminants, the Commonwealth will not be responsible for abatement.
15. Excerpts from the Pennsylvania Army National Guard Munitions Response Sites, Final Site Inspection Report, dated September, 2012, to include, Munitions Constituents Sampling and Analytical Results, Summary and Conclusions and Recommendations are included in **APPENDIX B** found at pages 39 through 51 within this Invitation to Bid. **DGS does not guarantee the accuracy of the report and is not responsible for discrepancies between the report and existing conditions.**
16. 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.
17. 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.**

**Bidding Interval No. 3**  
**January 6, 2015 through February 9, 2015**  
**Bid Offering**

**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**5509 Grant Road, Township of Ridgway, Elk County**

**Minimum Acceptable Bid Offering \$20,000.00**

**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.**

**Bidding Interval No. 4**  
**February 10, 2015 through March 11, 2015**

**INVITATION TO BID INSTRUCTIONS**  
**SOLICITATION #94665**  
**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**15.00-Acres ± and Storage Building**  
**5509 Grant Road**  
**Township of Ridgway, Elk County, Pennsylvania 15853**  
**Tax ID No. 09-11-012-4552**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 15.00 acres of land and storage building. The property is located in the Township of Ridgway, Elk County, Commonwealth of Pennsylvania. The property will be sold on an “**as-is**” basis.
2. Minimum acceptable bid is **\$10,000.00**. **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 Wednesday, March 11, 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 #94629 – Ridgway National Guard Weekend Training Site - Bidding Interval No. 4**” on the outside of the mailer package. All bids received after 3:00 P.M., Wednesday, March 11, 2015, will be rejected, and returned.
4. Bids will be opened on **Wednesday, March 11, 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. 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 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 revest in the GRANTOR.”

13. The following environmental notice, easement/covenant shall be contained in the deed of conveyance:

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that quantities of small arm munitions containing lead, copper, antimony and nitroglycerin were stored, released and disposed of on the property on or about June 1987 to November 2005.

The Commonwealth of Pennsylvania retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the Commonwealth of Pennsylvania shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Commonwealth of Pennsylvania shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will

be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Commonwealth of Pennsylvania or any officer, employee, agent, contractor of any tier, or servant of the Commonwealth of Pennsylvania based on actions taken by the Commonwealth of Pennsylvania or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under applicable law.

14. 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. Other than the aforementioned regarding the small arms munitions contaminants, the Commonwealth will not be responsible for abatement.
15. Excerpts from the Pennsylvania Army National Guard Munitions Response Sites, Final Site Inspection Report, dated September, 2012, to include, Munitions Constituents Sampling and Analytical Results, Summary and Conclusions and Recommendations are included in **APPENDIX B** found at pages 39 through 51 within this Invitation to Bid. **DGS does not guarantee the accuracy of the report and is not responsible for discrepancies between the report and existing conditions.**
16. 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.
17. 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.**

**Bidding Interval No. 4**  
**February 10, 2015 through March 11, 2015**

**Bid Offering**

**RIDGWAY NATIONAL GUARD WEEKEND TRAINING SITE**  
**5509 Grant Road, Township of Ridgway, Elk County**

**Minimum Acceptable Bid Offering \$10,000.00**

**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.**



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 trust,
- 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
6. 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-9 instead of a Form W-8. 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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  
Member  Manager

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_  Member  Manager  
Member  Manager

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

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**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, SPECIAL)  
SPECIAL)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED,

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED,

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 15.00 acres more or less and storage building known as the former "Ridgway National Guard Weekend Training Site" located in the Township of Ridgway, County of Elk, 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 ONLY:**

(1) **Consideration.** The purchase price is **\$40,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 800.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$ 3,200.00
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$ 36,000.00
	<b>Total</b>	<b><u>\$ 40,000.00</u></b>

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 deed of conveyance shall contain the following two (2) covenants:

- (1.) “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).”
- (2.) Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that quantities of small arm munitions containing lead, copper, antimony and nitroglycerin were stored, released and disposed of on the property on or about June 1987 to November 2005.

The Commonwealth of Pennsylvania retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response

action, corrective action, or any other action necessary under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the Commonwealth of Pennsylvania shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The Commonwealth of Pennsylvania shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the Commonwealth of Pennsylvania or any officer, employee, agent, contractor of any tier, or servant of the Commonwealth of Pennsylvania based on actions taken by the Commonwealth of Pennsylvania or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under applicable law.

- (B) To Seller's knowledge, the Premises is located in two zoning districts: Residential Urban and Residential Agricultural.
- (C) 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. 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 Elk 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

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Adjutant General

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DATE

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Office of Chief Counsel  
Department of General Services

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Office of General Counsel

**APPROVED:**

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Office of Attorney General

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**GOVERNOR**

## LEGAL DESCRIPTION

The subject property is located in Ridgway Township, Elk County, Commonwealth of Pennsylvania. It is also identified as 5509 Grant Road, Ridgway Township, Pennsylvania, 15853 and being Tax ID No. 09-11-012-4552. A legal description of the property follows:

**BEGINNING** at an iron pipe set in the west right-of-way line of a fifty foot street known as Grant Road, Legislative Route 24015 at a location marked in the southeast corner of land now or formerly of Robert J. Hemke thence along the west right-of-way line of Grant Road south 08 degrees 10 minutes west 247.50 feet to an iron pin marking the northeast corner of other land now or formerly of George J. Fuhrer; thence north 81 degrees 50 minutes west 2640 feet along the north line of other land of Fuhrer land to an iron pin marking the westerly line of land now or formerly of Allegheny National Forest; thence along the easterly line of Allegheny National Forest north 08 degrees 10 minutes east 247.50 feet to an iron pin marking the northwest corner of the land herein conveyed and the southwest corner of land now or formerly of Robert J. Hamke; thence south 81 degrees 50 minutes east 2640 feet along the southerly line of Hemke land to an iron pin in the west right-of-way line of Grant Road and the place of **BEGINNING**.

**CONTAINING** 15-acres of land being the same more or less.

**BEING Tax Parcel No. 09-011-012-4552.**

**BEING** the same property conveyed from Nicholas Leone and Marian L. Leone to the Commonwealth of Pennsylvania, by deed dated September 26, 1969, and recorded January 14, 1970, in the Elk County Recorder of Deeds Office in Deed Book 183, Page 226.

**APPENDIX B**  
**DISCLOSURE**

**RIDGWAY TRAINING RANGE**

The property was previously used by the Pennsylvania Army National Guard as a Weekend Training Site (WETS). The following pertains to a training range located on the western portion of the Ridgway WETS and occupies an area of approximately 0.22 acres.

The following are excerpts from the Pennsylvania Army National Guard Munitions Response Sites, Final Site Inspection Report, dated September, 2012.

#### 4.2.4 NDNODS Ridgway Training Range - Munitions Constituents Sampling and Analytical Results

Surface soil sampling was conducted at the NDNODS Ridgway Training Range MRS to evaluate the presence or absence of MC. Samples were biased to areas most likely to have the highest concentration of MC, if MC were present (e.g., target, backstop/berm, crater, drainages, etc.). Surface soil (0- to 6-inch depth) was the primary medium for sample collection because it is the most likely medium that may be contaminated with MC. Surface water and sediment sampling was also conducted to evaluate the presence or absence of MC in surface water features present on-site. A groundwater well located within the 8-acre parcel that was the Ridgway WETS (but outside the MRS) was abandoned in place and the casing was reportedly filled with cement. The Ridgway WETS & EBS Report identified static water level recorded on the drillers log was approximately 30 feet below ground surface (bgs) (PADMVA, 2011). There are no existing groundwater wells within the MRS.

At the NDNODS Ridgway Training Range MRS, eight biased surface soil samples, one upgradient and one downgradient surface water/sediment coupled samples, (plus appropriate QC samples) and three ambient surface soil samples were collected. The sample rationale and coordinates are provided in Table 4.2-2. The sample results are presented on Tables 4.2-3a, 4.2-3b, 4.2-3c and Appendix B. The sample locations are presented on Figure 4.2-3. Four biased surface soil samples were collected from the berm (PAE40001-R1-06-SS02 through SS05) using the CRREL sampling technique. Three discretionary samples were collected as discrete biased samples from the berm (PAE40001-R1-06-SS10 through SS12) from the highest density of audible anomalies from the MineLab Safari magnetometer. All soil samples were selected by screening the entire length of the berm with the MineLab Safari magnetometer to identify subsurface anomalies (Table 4.2-2). Samples were collected from the depressions coincident with firing positions 1, 3, 5, 6, 7, 9, and 11. The XRF field screening planned to further bias sampling locations could not be accomplished due to rain and excessive moisture in the surface soil. One discrete field duplicate surface soil sample (PAE40001-R1-06-SS13) was collected from the berm.

One biased surface soil sample was collected from the firing line (PAE40001-R1-06-SS01). One field duplicate surface soil sample (PAE40001-R1-06-SS09) was collected from the firing line.

One downgradient surface water/sediment coupled sample was collected a few feet downstream of the confluence of the two creeks located on-site. One upgradient surface water/sediment coupled sample was collected from where the creek formed, northeast of the MRS (Figure 4.2-3). As mentioned previously, the surface water feature below the berm was not observed; therefore, surface water/sediment sampling was not conducted as proposed in the HRR/WP Addendum.



Table 4.2-2  
Sample Locations and Rationale  
NDNODS Ridgway Training Range MRS

Sample ID	Sample Coordinates <sup>(1)</sup>		Medium	Analyses	Potential Munitions	Rationale
	Latitude	Longitude				
PAE40001-RI-06-SS01	41.453176	-78.776383	Surface Soil	Explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected from firing line at the location of a 5.56mm casing.
PAE40001-RI-06-SS02	41.453133	-78.776716	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected at firing position 1 from the berm.
PAE40001-RI-06-SS03	41.453164	-78.776710	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected at firing position 3 from the berm.
PAE40001-RI-06-SS04	41.453190	-78.776718	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected at firing position 5 from the berm.
PAE40001-RI-06-SS05	41.453226	-78.776723	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected at firing position 7 from the berm.
PAE40001-A1-06-SS06	41.452915	-78.775039	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead); explosives	None	Collected outside the MRS in a location not affected by former munitions training activities to provide MRS-specific ambient concentrations of metals.
PAE40001-A1-06-SS07	41.453405	-78.774272	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead); explosives	None	Collected outside the MRS in a location not affected by former munitions training activities to provide MRS-specific ambient concentrations of metals.
PAE40001-A1-06-SS08	41.452972	-78.773657	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead); explosives	None	Collected outside the MRS in a location not affected by former munitions training activities to provide MRS-specific ambient concentrations of metals.
PAE40001-RI-06-SS09	41.453171	-78.776249	Surface Soil	Explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Field duplicate for PAE40001-RI-06-SS01
PAE40001-RI-06-SS10	41.453245	-78.776736	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Discrete sample collected at firing position 9 from the berm.
PAE40001-RI-06-SS11	41.453275	-78.776747	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Discrete sample collected at firing position 11 from the berm.
PAE40001-RI-06-SS12	41.453213	-78.776724	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Discrete sample collected at firing position 6 from the berm at the location of a .45 caliber bullet.
PAE40001-RI-06-SS13	41.453213	-78.776724	Surface Soil	Small arms munitions indicator metals (antimony, copper, and lead)	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Field duplicate for PAE40001-RI-06-SS12.

4.2-9

Table 4.2-2  
Sample Locations and Rationale  
NDNODS Rtdgway Training Range MRS

Sample ID	Sample Coordinates <sup>(1)</sup>		Medium	Analyses	Potential Munitions	Rationale
	Latitude	Longitude				
PAE40001-R1-SW01	41.452926	-78.776453	Surface Water	Small arms munitions indicator metals (antimony, copper, and lead); explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected downgradient of the range a few feet downstream of the confluence of the two creeks.
PAE40001-A1-SW02	41.453457	-78.775675	Surface Water	Small arms munitions indicator metals (antimony, copper, and lead); explosives	None	Collected upgradient of the range where the creek formed, northeast of the MRS.
PAE40001-R1-SW04	41.452926	-78.776453	Surface Water	Small arms munitions indicator metals (antimony, copper, and lead); explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Field duplicate for PAE40001-R1-SW01
PAE40001-R1-SD01	41.452925	-78.776453	Sediment	Small arms munitions indicator metals (antimony, copper, and lead); explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Collected downgradient of the range a few feet downstream of the confluence of the two creeks.
PAE40001-A1-SD02	41.453457	-78.775675	Sediment	Small arms munitions indicator metals (antimony, copper, and lead); explosives	None	Collected upgradient of the range where the creek formed, northeast of the MRS.
PAE40001-R1-SD04	41.452925	-78.776453	Sediment	Small arms munitions indicator metals (antimony, copper, and lead); explosives	.22 caliber, .38 caliber, .45 caliber, .50 caliber, 9mm, 5.56mm, and 7.62mm	Field duplicate for PAE40001-R1-SD01

(1) WGS 84.

Note: Coupled surface water/sediment sample PAE40001R1-SW03/SD03 was not collected due to the absence of the water feature below the berm.



Table 4.2-3b  
 SUMMARY OF VALIDATED ANALYTICAL RESULTS FOR NDNODS RIDGWAY TRAINING RANGE  
 SEDIMENT SAMPLES COLLECTED IN NOVEMBER 2011

SAMPLE ID:	PAE40001-A1-SD02*	PAE40001-R1-SD01	PAE40001-R1-SD04**
DATE SAMPLED:	11/17/11	11/17/11	11/17/11
LAB SAMPLE ID:	MC5637-15	MC5637-14	MC5637-16
Units			
<b>Explosives - SW8330A</b>			
1,3,5-Trinitrobenzene	mg/kg	U	U
1,3-Dinitrobenzene	mg/kg	U	U
2,4,6-Trinitrotoluene (TNT)	mg/kg	U	U
2,4-Dinitrotoluene	mg/kg	U	U
2,6-Dinitrotoluene	mg/kg	U	U
2-Amino-4,6-dinitrotoluene	mg/kg	U	U
2-Nitrotoluene	mg/kg	U	U
3-Nitrotoluene	mg/kg	U	U
4-Amino-2,6-dinitrotoluene	mg/kg	U	U
4-Nitrotoluene	mg/kg	U	U
Hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)	mg/kg	U	U
Methyl-2,4,6-trinitrophenylnitramine (Tetryl)	mg/kg	U	U
Nitrobenzene	mg/kg	U	U
Nitroglycerin	mg/kg	U	U
Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine (HMX)	mg/kg	U	U
Pentaerythritol Tetramitate (PETN)	mg/kg	U	U
<b>Metals - SW6010C</b>			
Antimony	mg/kg	J	J
Copper	mg/kg	22	21
Lead	mg/kg	29	29
<b>Percent Moisture</b>			
Moisture, percent	%	40	40

**QA NOTES AND DATA QUALIFIERS**

(NO CODE) - Confirmed identification.  
 U - Analyte was analyzed for but not detected above the LOD.  
 UJ - Analyte not detected, reported LOD may be inaccurate or imprecise.  
 J - Analyte detected, estimated concentration.  
 \* - Ambient sample.  
 \*\* - Field duplicate of sample on left.  
 Detections are bolded.

Table 4.2-3c  
 SUMMARY OF VALIDATED ANALYTICAL RESULTS FOR NDNODS RIDGWAY TRAINING RANGE  
 WATER SAMPLES COLLECTED IN NOVEMBER 2011

SAMPLE ID:	PAE40001-A1-SW02*	PAE40001-R1-SW01	PAE40001-R1-SW04**
DATE SAMPLED:	11/17/11	11/17/11	11/17/11
LAB SAMPLE ID:	MC5637-18	MC5637-17	MC5637-19
	Units		
<b>Explosives - SW8330A</b>			
1,3,5-Trinitrobenzene	µg/L 0.095	U 0.10	U 0.10
1,3-Dinitrobenzene	µg/L 0.095	U 0.10	U 0.10
2,4,6-Trinitrotoluene (TNT)	µg/L 0.48	U 0.50	U 0.50
2,4-Dinitrotoluene	µg/L 0.48	U 0.50	U 0.50
2,6-Dinitrotoluene	µg/L 0.48	U 0.50	U 0.50
2-Amino-4,6-dinitrotoluene	µg/L 0.48	U 0.50	U 0.50
2-Nitrotoluene	µg/L 0.095	U 0.10	U 0.10
3-Nitrotoluene	µg/L 0.48	U 0.50	U 0.50
4-Amino-2,6-dinitrotoluene	µg/L 0.48	U 0.50	U 0.50
4-Nitrotoluene	µg/L 0.095	U 0.10	U 0.10
Hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)	µg/L 0.48	U 0.50	U 0.50
Methyl-2,4,6-trinitrophenyltriamine (Tetryl)	µg/L 0.48	U 0.50	U 0.50
Nitrobenzene	µg/L 0.095	U 0.10	U 0.10
Nitroglycerin	µg/L 0.48	U 0.50	U 0.50
Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine (HMX)	µg/L 0.095	U 0.10	U 0.10
Pentaerythritol Tetramitate (PETN)	µg/L 0.48	U 0.50	U 0.50
<b>Total Metals - SW6010C</b>			
Antimony	µg/L 3.5	U 3.5	U 3.5
Copper	µg/L 3.5	U 3.5	U 3.5
Lead	µg/L 3.5	U 3.5	U 3.5

**QA NOTES AND DATA QUALIFIERS:**

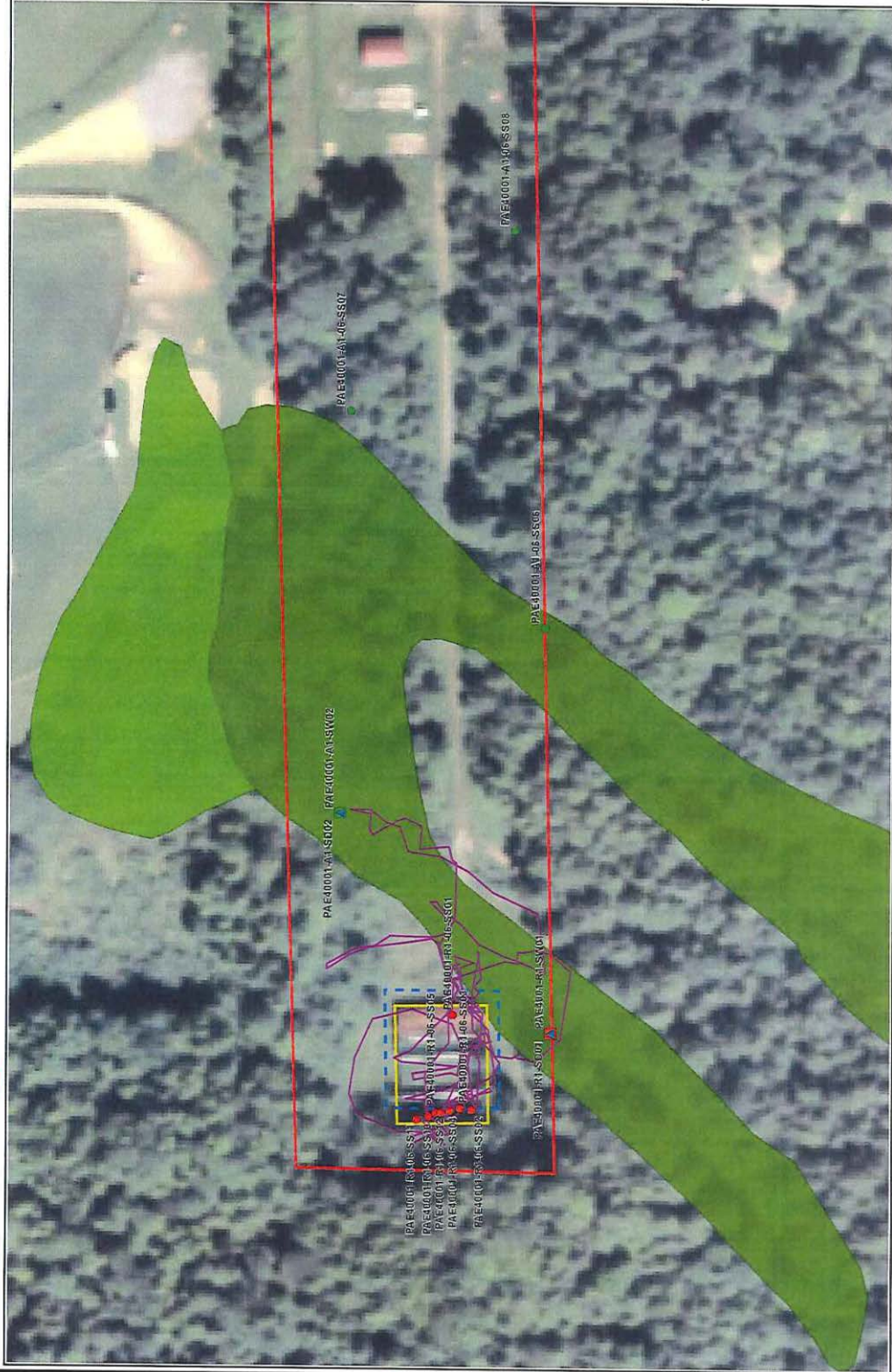
- (NO CODE) - Confirmed identification.
- U - Analyte was analyzed for but not detected above the LOD.
- \* - Ambient sample.
- \*\* - Field duplicate of sample on left.



Figure 4.2-3

NDNODS Ridgway Training Site - Visual Survey and Sampling Locations  
AEDB-R # PAE40-001-R-01  
Elk County, Pennsylvania

**PARSONS**



Three ambient surface soil samples were collected outside the MRS; there was no evidence of munitions use in these sample locations (PAE40001-A1-06-SS06 through PAE40001-A1-06-SS08). The maximum detected concentration of the three ambient surface soil samples, as shown in Table 4.2-3a, were used to represent the ambient concentrations of metals at the MRS in accordance with agreements during the second TPP meeting on May 18, 2011. No MEC or MD were observed in the vicinity of the sample locations, which suggests that these samples are likely representative of the naturally occurring soil in the area. The site visit team did not observe any indications of potential contamination (stained soil, distressed vegetation, etc.) at these sample locations. The soil type (loam) at the ambient sample locations was consistent with that of the biased samples collected on-site. The maximum detected concentration of a given MC in a biased sample, when compared to applicable ambient and selected evaluation criteria, was conservatively used to assess whether or not MC contamination was potentially present within the MRS.

The MC selected for analyses were based on the primary MC in the munitions known or suspected to have been fired at the MRS (see Table 3-5 for details). All samples were submitted for analysis for antimony, copper, and lead using USEPA Method 6010C. Explosives were included for analysis using USEPA Method SW8330A in samples collected from the former firing line, all ambient samples, and all surface water/sediment coupled samples. Soil samples were collected using the CRREL seven-sample wheel technique. Three additional discrete samples were collected from the berm.

Analytical methods used for all samples collected are included in Tables 4.2-3a, 4.2-3b, and 4.2-3c, and are further delineated in the approved UFP-QAPP (Appendix E to the approved Final HRR/WP). Data validation reports are provided in Appendix C of this SI Report. Based on results of the data validation and the information provided by the laboratory, the data were determined to be acceptable with the minor qualifications noted on the table and in the validation reports.

For the NDNODS Ridgway Training Range MRS, selected PADEP and USEPA evaluation criteria were applied, consistent with TPP team agreements.

#### 4.2.4.1 Surface Soil Results

Nitroglycerin was detected in both the parent and field duplicate surface soil samples collected from the firing line (Table 4.2-3a). As shown in Table 4.2-4a, nitroglycerin exceeded the USEPA screening criterion of 6.1 milligrams per kilogram (mg/kg). All three MC metals (antimony, copper, and lead) were detected in the surface soil samples collected (Table 4.2-3a). As shown in Table 4.2-4a, all three exceeded their respective MRS-specific SI maximum ambient concentrations. Maximum detected MRS concentrations of antimony (320 mg/kg), copper (34,000 mg/kg), and lead (44,000 mg/kg) also exceeded their selected PADEP evaluation criteria of 88 mg/kg; 8,100 mg/kg; and 500 mg/kg, respectively.

#### 4.2.4.2 Sediment Results

Sediment sample results are included in Table 4.2-3b. No explosives were detected. Antimony, copper, and lead were detected in sediment samples collected. As shown in Table 4.2-4b, concentrations of antimony, copper, and lead in sediment did not exceed their respective MRS-specific SI maximum ambient concentrations.

#### **4.2.4.3 Surface Water Results**

Surface water sample results are included in Table 4.2-3c; no explosives or MC metals were detected in the surface water samples collected.



Table 4.2-4a  
Surface Soil Sample Analytical Results Summary  
NDNODS Ridgway Training Range MRS

Analyte	Units	Ambient Concentration <sup>(1,2)</sup>	Maximum Detected Site Concentration <sup>(2)</sup>	Exceeds Ambient Concentration?	Evaluation Criteria <sup>(3)</sup>	Exceeds Evaluation Criteria?
<i>Explosives</i>						
Nitroglycerin	mg/kg	N/A	7.1	N/A	6.1 <sup>(4)</sup>	Yes
<i>Metals</i>						
Antimony	mg/kg	0.53 <sup>J</sup>	320	Yes	88	Yes
Copper	mg/kg	23	34,000	Yes	8,100	Yes
Lead	mg/kg	60	44,000	Yes	500	Yes

(1) Maximum detected concentration of three ambient surface soil samples.

(2) See Table 4.2-3a for analytical results.

(3) PADEP MSCs for Organic/Inorganic Regulated Substances in Soil Direct Contact (Residential) (Tables 3a and 4a), published January 8, 2011. ([http://www.portal.state.pa.us/portal/server.pt/community/land\\_recycling\\_program/10307/statewide\\_health\\_standards/552039](http://www.portal.state.pa.us/portal/server.pt/community/land_recycling_program/10307/statewide_health_standards/552039))

(4) No PADEP MSCs available. Used USEPA RSL Summary Table for Residential Soil, April 2012 ([http://www.epa.gov/reg3hwmd/risk/human/rb-concentration\\_table/Generic\\_Tables/pdf/master\\_sl\\_table\\_run\\_MAY2012.pdf](http://www.epa.gov/reg3hwmd/risk/human/rb-concentration_table/Generic_Tables/pdf/master_sl_table_run_MAY2012.pdf)).

J – Analyte detected, estimated concentration

N/A – Not applicable

4.2-17

**Table 4.2-4b  
Sediment Sample Analytical Results Summary  
NDNODS Ridgway Training Range MRS**

Analyte	Units	Ambient Concentration <sup>(1,2)</sup>	Maximum Detected Site Concentration <sup>(2)</sup>	Exceeds Ambient Concentration?	Evaluation Criteria <sup>(3)</sup>	Exceeds Evaluation Criteria?
<i>Metals</i>						
Antimony	mg/kg	0.35 <sup>J</sup>	0.22 <sup>J</sup>	No	88	N/A
Copper	mg/kg	22	21	No	8,100	N/A
Lead	mg/kg	29	29	No	500	N/A

(1) Maximum detected concentration of upgradient sediment sample (PAE40001-A1-SD02).

(2) See Table 4.2-3b for analytical results.

(3) PADEP MSCs for Organic/Inorganic Regulated Substances in Soil Direct Contact (Residential) (Tables 3a and 4a).  
([http://www.portal.state.pa.us/portal/server.pt/community/land\\_recycling\\_program/10307/statewide\\_health\\_standards/552039](http://www.portal.state.pa.us/portal/server.pt/community/land_recycling_program/10307/statewide_health_standards/552039))

J – Analyte detected, estimated concentration

N/A – Not applicable

#### 4.2.6 NDNODS Ridgway Training Range - Summary and Conclusions

SI field activities conducted at the NDNODS Ridgway Training Range MRS in November 2011 included both visual survey that covered approximately 0.66-mile and collection of eight composite (five biased and three ambient) and three discrete (biased) surface soil samples, as well as two surface water/sediment coupled samples.

##### 4.2.6.1 Military Munitions

A single .45 caliber bullet was observed in the berm during the site visit. The berm was saturated with subsurface anomalies. The firing line was observed and included 12 firing positions. One 5.56mm casing with a date stamp of 2002 was observed at the firing line. Small arms MD have not been reported historically.

##### 4.2.6.2 Munitions Constituents

- **Surface Soil Results:** Nitroglycerin was detected in the parent and field duplicate surface soil samples collected from the firing line above selected USEPA human health screening criterion. The maximum detected concentrations of antimony, copper, and lead detected in the biased surface soil samples exceeded the MRS-specific SI maximum ambient concentrations as well as the selected PADEP evaluation criteria. Therefore, based on the analytical results presented in this report, an impact to human health via exposure to nitroglycerin, antimony, copper, and lead in the surface soil at the MRS is possible.
- **Sediment Results:** No explosives were detected in the sediment samples. Antimony, copper, and lead were detected below MRS-specific SI maximum ambient concentrations. Therefore, based on the analytical results presented in this report, there is no impact to human health via exposure to explosives, antimony, copper, and lead in the sediment.
- **Surface Water Results:** No explosives and no MC metals were detected in the surface water samples. Therefore, based on the analytical results presented in this report, there is no impact to human health via exposure to explosives, antimony, copper, and lead in the surface water.

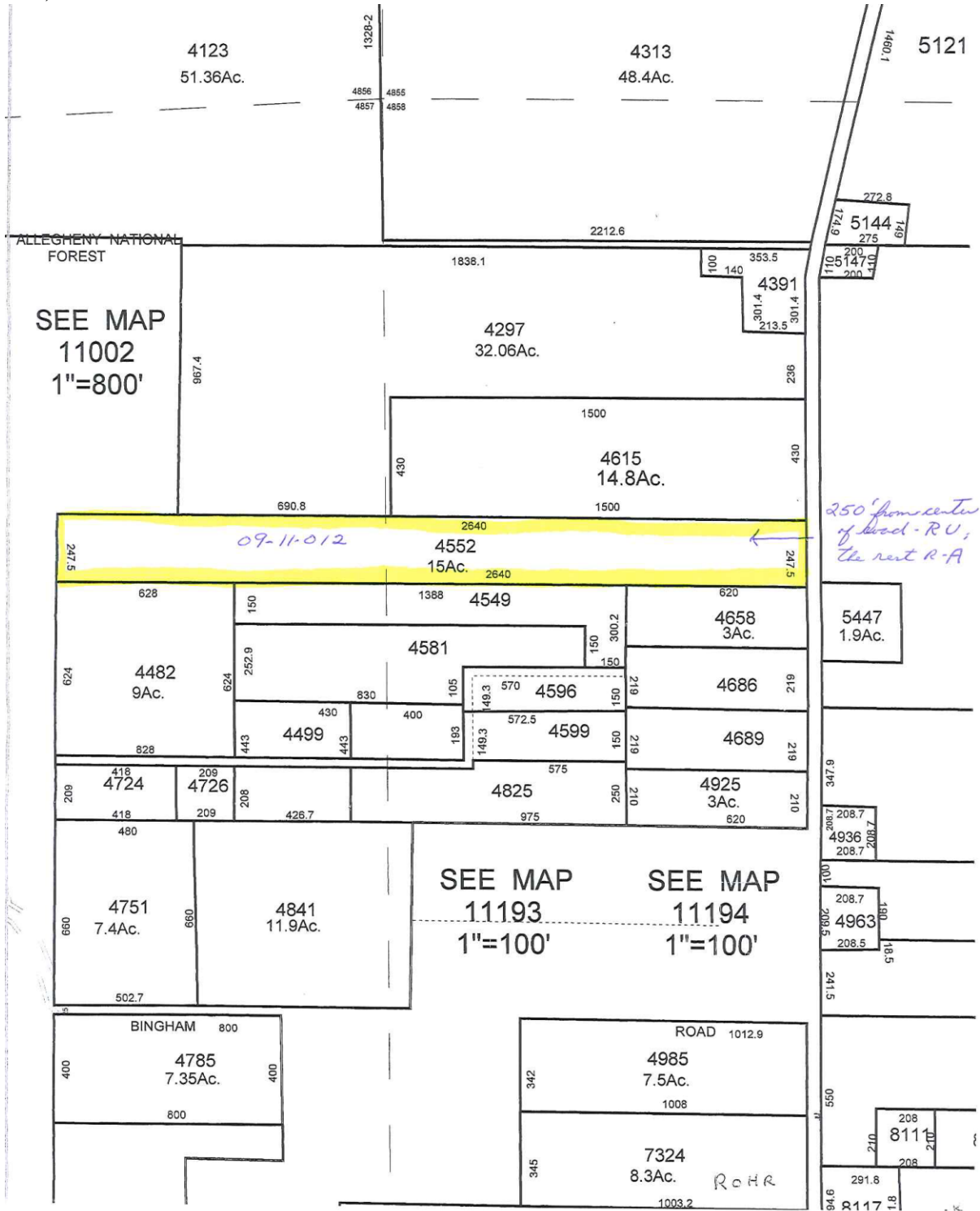
#### 4.2.7 NDNODS Ridgway Training Range - Recommendations

The berm was observed during the site visit. One .45 caliber bullet and one 5.56mm casing were also observed. The munitions known or suspected to have been used at the NDNODS Ridgway Training Range MRS are small arms munitions, which do not pose a unique explosive hazard; therefore, no explosive safety risk is considered to be present at the MRS. Analytical results from the surface soil sampling indicate that all metals concentrations are above the applicable selected PADEP evaluation criteria and nitroglycerin is above the applicable USEPA screening criterion. Analytical results from the sediment sampling indicate that all sample concentrations are below ambient concentrations. Analytical results from the surface water sampling indicate no explosives and no MC metals were detected. Based on the analytical results presented in this report, an impact to human health via exposure to nitroglycerin, antimony, copper, and lead in the surface soil is possible at the MRS. The MRS boundary has been revised (extended on the west) to fully capture the berm with no net change in MRS acreage. The NDNODS Ridgway Training Range MRS is recommended for **Remedial Investigation / Feasibility Study for MC**.

4.2-26

## APPENDIX C ZONING

The property is situated within two (2) zoning districts (R-U and R-A). Please contact the Ridgway Township Board of Supervisors office for a copy of the Township's Zoning Ordinance #43, as Amended.



**APPENDIX D**

**BIRD'S EYE VIEW - MAP**

**5509 Grant Road, Township of Ridgway, Elk County**

