

**INVITATION TO BID
FOR THE PURCHASE OF
RIDGWAY NATIONAL GUARD ARMORY
SOLICITATION #94713**



Date of Issue:

March 19, 2015

Issuing Office:

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



March 19, 2015

Re: Bid Offering for 0.23-Acres ± and Building Containing 16,200 SF±
Tax ID No. 12-12-231-8565
Ridgway National Guard Armory
72 N. Broad Street
Borough of Ridgway, Elk County, Pennsylvania 15853

Dear Interested Bidder:

I appreciate your interest in the purchase of the former Ridgway National Guard Armory property. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your minimum bid offering must meet or exceed the sum of \$5,000.00. 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 Thursday, April 23, 2015.** The bid opening room is located in Room 503 North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail its bid, it should allow adequate time for delivery. Bids should be mailed to the Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked "**Solicitation #94713 - Ridgway National Guard Armory**" on the outside of the mailer package. All bids received after 3:00 PM, Thursday, April 23, 2015 will be rejected, and returned. Bids will be opened on Thursday, April 23, 2015 at 3:00 PM in Room 503 North Office Building, Harrisburg, Pennsylvania.

Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (717) 787-1321.

Sincerely,

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

INVITATION TO BID INSTRUCTIONS

**RIDGWAY NATIONAL GUARD ARMORY
0.23-Acres ± and Building Containing 16,200 SF ±
72 N. Broad Street
Borough of Ridgway, Elk County, Pennsylvania 15853
Tax ID No. 12-12-231-8565**

1. Pursuant to Act 56 of 2013, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 0.23 acres of land and building containing 16,200 SF±. The property is located in the Borough of Ridgway, Elk County, Commonwealth of Pennsylvania. The property will be sold on an “**as-is**” basis.
2. Minimum acceptable bid is **\$5,000.00**. **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 Thursday, April 23, 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 #94713 - Ridgway National Guard Armory**” on the outside of the mailer package. All bids received after 3:00 P.M., Thursday, April 23, 2015, will be rejected, and returned.
4. Bids will be opened on **Thursday, April 23, 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 oil, gas and mineral rights shall be retained by the Department of General Services, on behalf of the Commonwealth of Pennsylvania, and may be leased by the Department of General Services in accordance with the authority granted in the act of October 8, 2012 (P.L. 1194, No.147), known as the Indigenous Mineral Resources Development Act.
13. The following restrictive covenant shall be contained in the deed of conveyance:
 - “UNDER AND SUBJECT to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the GRANTEE, its successors and assigns. Should the GRANTEE, its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revert in the GRANTOR.”
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.
15. The Final Environmental Close-Out Inspection, conducted by the Department of Military and Veterans Affairs, dated October 2011, is included in APPENDIX B found at pages 26 through 36 within this Invitation to Bid. **DGS does not guarantee the accuracy of the environmental report and is not responsible for discrepancies between the report and existing conditions.**
16. The Commonwealth 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.**

Bid Offering
RIDGWAY NATIONAL GUARD ARMORY
72 N. Broad Street, Borough of Ridgway, Elk County

Minimum Acceptable Bid Offering \$5,000.00

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

Email_____

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

Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 2.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2	Business name/disregarded entity name, if different from above		
	3	Check appropriate box for federal tax classification; check only one of the following seven boxes:		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.		<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Other (see Instructions) ▶ _____		<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Trust/estate			
5	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
6	City, state, and ZIP code			
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations section 1.1472-1(c)(1)(ii)
- 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
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 ¹
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

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

I state that:

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

(2) No assistance or cooperation was provided to, nor did the firm/individual act as a consultant or contractor to, any other entity or affiliate that is/was a bidder or potential bidder relative to this transaction.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

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.

Non-Collusion Affidavit Continued
Page 2 of 2

Verified Declaration – I understand that by submitting this completed Non-Collusion Affidavit to the Pennsylvania Department of General Services, I am agreeing to be bound by the following declaration: “I declare that all of the information provided in this affidavit, and on any other required supplement or document also provided by me, is complete, accurate, true and correct. I make this declaration subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsification to authorities.”

The Firm or Individual(s)

Signature

Signatory's Name

Signatory's Title

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: _____

NAME: _____

TITLE: PRESIDENT _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

TITLE: SECRETARY _____

TITLE: TREASURER _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

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

NAME: _____

NAME: _____

TITLE: _____ Member Manager

TITLE: _____ Member Manager

ADDRESS: _____

ADDRESS: _____

NAME: _____

NAME: _____

TITLE: _____ Member Manager

TITLE: _____ Member Manager

ADDRESS: _____

ADDRESS: _____

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

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

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

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

SAMPLE

AGREEMENT OF SALE

By and Between

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

AND

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

AND

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

WITNESSETH THAT:

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

WHEREAS, Seller desires to sell to Buyer the property containing approximately 0.23 acres more or less and improvements known as the former "Ridgway National Guard Armory" located in the Borough 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:

(1) **Consideration.** The purchase price is **\$5,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 100.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$ 400.00
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$ 4,500.00
	Total	<u>\$ 5,000.00</u>

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

(2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, Closing shall occur within ninety (90) days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date.**"

(3) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.

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

(5) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Settlement.

- (6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (8) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.
- (9) **Covenants, Conditions and Restrictions.**
- (A) The parties acknowledge and agree that the deed of conveyance shall contain a provision expressly excepting and reserving to Seller all oil, gas and mineral rights and may be leased by Seller in accordance with the authority granted in the Act of October 8, 2012 (P.L. 1194, No. 147), known as the Indigenous Mineral Resources Development Act.
- (B) The deed of conveyance shall contain the following covenant:
- “Under and Subject to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Buyer (Grantee), its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).”
- (C) To Seller’s knowledge, the zoning classification of the Premises is Commercial.
- (D) The property is listed on the National Register of Historical Properties.
- (E) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.

- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of Seller.
- (12) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an “**as is**” basis, that it has had the opportunity to inspect the Premises, and that said Premises are being purchased as a result of said inspection and not as a result of any advertisement, hand bill or representation, either oral or written, made by the Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.
- (13) **Care of Premises.**
- (A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.
- (B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.
- (14) **Risk of Loss.** Risk of loss shall remain with Seller until Settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.
- (15) **Miscellaneous.**
- (A) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.

- (B) Buyer shall receive possession of the Premises at the time of Settlement by delivery of the Deed. Buyer shall be responsible for making arrangements to have the locks changed the day of Settlement; subsequent to Settlement. Prior to Settlement, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.
 - (C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.
- (16) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of 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

Adjutant General DATE

Office of Chief Counsel
Department of General Services

Office of General Counsel

APPROVED:

Office of Attorney General

GOVERNOR

LEGAL DESCRIPTION

The subject property is located in the Borough of Ridgway, Elk County, Commonwealth of Pennsylvania. It is also identified as 72 N. Broad Street, Ridgway, Pennsylvania, 15853 and being Tax ID No. 12-12-231-8565. A legal description of the property follows:

ALL THOSE CERTAIN tracts of land situate in the Borough of Ridgway, Elk County more particularly bounded and described as follows:

Tract 1

BEGINNING at a post one hundred fifty (150) feet north thirty (30) degrees and five (5) minutes west from the intersection easterly line of Broad Street within the northerly line of Race Street; thence north fifty nine (59) degrees fifty five (55) minutes east one hundred (100) feet to a post in the westerly line of an alley; thence along the westerly line of the alley north thirty (30) degrees five (5) minutes west seventy five (75) feet to a post; thence south fifty nine (59) degrees fifty five (55) minutes west one hundred (100) feet to a post in the easterly line of Broad Street; thence along the easterly line of Broad Street south thirty (30) degrees and five (5) minutes east seventy five (75) feet to the place of **BEGINNING**. Containing seventy-five hundred (7500) square feet of land, more or less.

Tract 2

BOUNDED on the north by lot No.4, known as the Armory lot; on the east by sixteen (16) foot alley; on the south by the south half of lot No. 3, sold to the Y.M.C.A. on August 17, 1904; on the west by Broad Street; **BEGINNING** at a point in the east line of Broad Street at the northwest corner of the south half of lot no. 3; thence along the east line of Broad Street north thirty (30) degrees five (5) minutes west twenty five (25) feet to the southwest corner of lot No. 4, known as the Armory lot; thence along the south line of lot No. 4 north fifty nine (59) degrees fifty five (55) minutes east one hundred (100) feet to the west line of a sixteen (16) foot alley at the southeast corner of lot No. 4; thence along the western line of the sixteen foot alley south thirty (30) degree five (5) minutes east twenty five (25) feet to the

Exhibit "A"

northeast corner of the south half of lot No. 3; thence south fifty nine (59) degree fifty five minutes west one hundred (100) feet to the place of **BEGINNING**. Containing twenty-five hundred (2500) square feet of land, more or less.

BEING Tax Parcel No. 12-12-231-8565.

BEING the same premises conveyed from Elcoman Realty Co. to The State Armory Board of Pennsylvania, by deed dated September 30, 1932 and recorded December 23, 1932, in Elk County, Pennsylvania in Deed Book 93, Page 462.

Exhibit "A"

APPENDIX B

FINAL ENVIRONMENTAL CLOSE-OUT INSPECTION
Dated October 2011

Conducted by the PA Department of Military and Veterans Affairs

Final Environmental Close-Out Inspection

Conducted At:

Ridgway Armory
72 North Broad Street
Ridgway, Pennsylvania 15853

Conducted By:

Bureau of Environmental Management
Building 0-11, Ft. Indiantown Gap
Annville, PA 17003



pennsylvania
DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS

October 2011

Executive Summary

Bureau of Environmental Management (BEM) staff conducted an Environmental Close-Out Inspection at the PAARNG Readiness Center (RC) / Armory located at 72 North Broad, Ridgway Borough, Elk County, Pennsylvania. This inspection was performed as part of a standard operating procedure for facilities that are being closed, excessed, and disposed of. The unit formerly stationed at this location has been relocated to new facilities at the Bradford Airport in Lewis Run, Pennsylvania. The Close-out inspection included a review of internal BEM files, interviews and inquiries with BEM managers and facility personnel, and an on-site walk through inspection. Various photographs were taken to document the site inspection; some of these photos are included in Appendix A to this report, while additional photos are maintained in the BEM electronic files for this facility.

The personnel present during the October 13, 2011 site visit were MAJ James M. Fluck (Office of Facilities and Engineering, Real Estate Manager), Mr. Joseph Bono (State Maintenance Repairman for Lewis Run RC), and Ms. Patricia Rickard (BEM, Environmental Planning Manager).

The following comments provide a summary of potential concerns or issues that were noted either during the file review and inquiry process or were observed during the site visit.

1. An asbestos survey conducted in 1997 identified asbestos containing material (ACM) in the Building. No documentation was found indicating that the ACM has been mitigated or removed.
2. The Ridgway Armory was listed on the National Register of Historic Places in December 1989. As such, if the property is sold or leased, all efforts to mitigate any adverse impacts should be undertaken.
3. The armory had an indoor firing range (IFR) in the southeast portion of the basement. The IFR was shut-down in 1970. Remediation was limited to removal of sand from the bullet trap. No post-remediation analytical records were found in file. Lead dust associated with the former IFR may be present in elevated amounts.
4. Another environmental issue of note for facilities built prior to 1978 such as this one is lead based paint (LBP).
5. There are no known outstanding NOVs or regulatory infractions against the Ridgway Armory.
6. Ridgway Armory is located in the Federal Emergency Management Agency (FEMA) 100-year floodplain.

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APPENDICES

Appendix A: Site Photographs

Appendix B: References

1. AIR QUALITY

There were no known pre-existing air quality issues or permits at this facility.

2. WASTEWATER

The facility is serviced by Ridgway Municipal Sewage. No evidence was found that this facility ever had an on-lot sewage disposal system. Floor drains are assumed to be connected to public sewer system.

3. WATER QUALITY

There are no known existing water quality issues nor were any observed at the time of the walk-through inspection. The Ridgway facility receives potable water from the Ridgway Borough Municipal Water Authority, a public water supply.

4. ENVIRONMENTAL REMEDIATION

The armory had an indoor firing range (IFR) in the southeast portion of the basement. The IFR was shut-down in 1970. According the final completion report on the decontamination of indoor rifle ranges at Fort Indiantown Gap and various locations in Pennsylvania, prepared for the US Army Corps of Engineers, dated March 2004 work at the Ridgway Armory's IFR was limited to removal of five 55-gallon drums (30 cuft) of sand from the bullet trap. No post-remediation analytical records were found in file. Lead dust associated with the former IFR may be present in elevated amounts at the facility.

5. STORAGE TANKS / POL

6. SOLID WASTE

6.1 *Municipal Waste*

6.2 *Asbestos*

Asbestos Surveys and sampling were conducted in 1997. The report summaries are available in the hard files and the electronic files at the BEM offices in building 0-11 at FTIG.

7. HAZARDOUS WASTE

The Armory is considered a Conditionally Exempt Small Quantity Generator (CESQG). There was no hazardous waste or materials observed at the facility at the time of this inspection.

8. CULTURAL / HISTORICAL RESOURCES

At the time of this inspection there were no historical items identified in the building. The Armory was listed on the National Register of Historic Places as of 1989. As such, if the property is sold or leased, all efforts to mitigate any adverse impacts should be undertaken.

9. ENVIRONMENTAL PERFORMANCE ASSESSMENT SYSTEM (EPAS)

There is one In-Progress EPAS Finding for the Armory (dated 1/19/2010) which states that the IFR lead clean-up was performed but no study was conducted to ensure site is free of lead contamination.

10. ENERGY

The building is heated using natural gas; heat cannot be completely turned off due to concerns about water pipes freezing; however the interior temperature controls should be maintained to at least 55° F during winter.

11. MISCELLANEOUS / OTHER

11.1 Property & Buildings

According to information in the deed, dated 30 September 1932, the property originally consisted of two parcels: a 7,500 square foot lot and a 2,500 square foot lot (approximately .229 acre). Most of the furniture, appliances and other miscellaneous state-owned property had been removed from the buildings by the time of this inspection.

APPENDIX A: Ridgway Armory Site Photographs



Photo 1
Front Offices, First Floor



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

APPENDIX A: Ridgway Armory Site Photographs



Photo 7
Front Offices, First Floor



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

APPENDIX A: Ridgway Armory Site Photographs



Photo 13

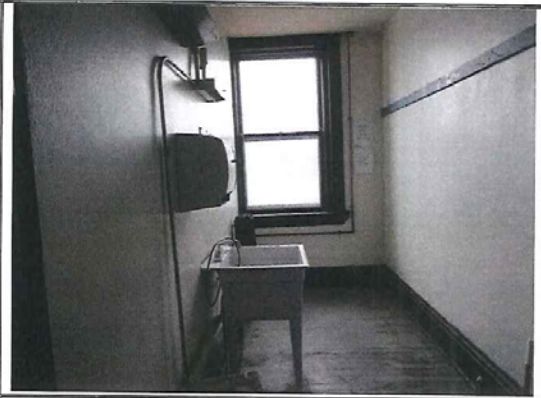
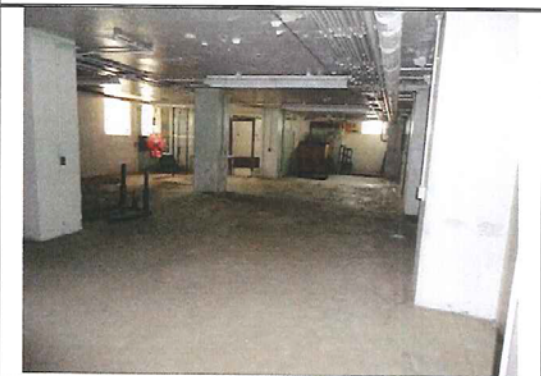
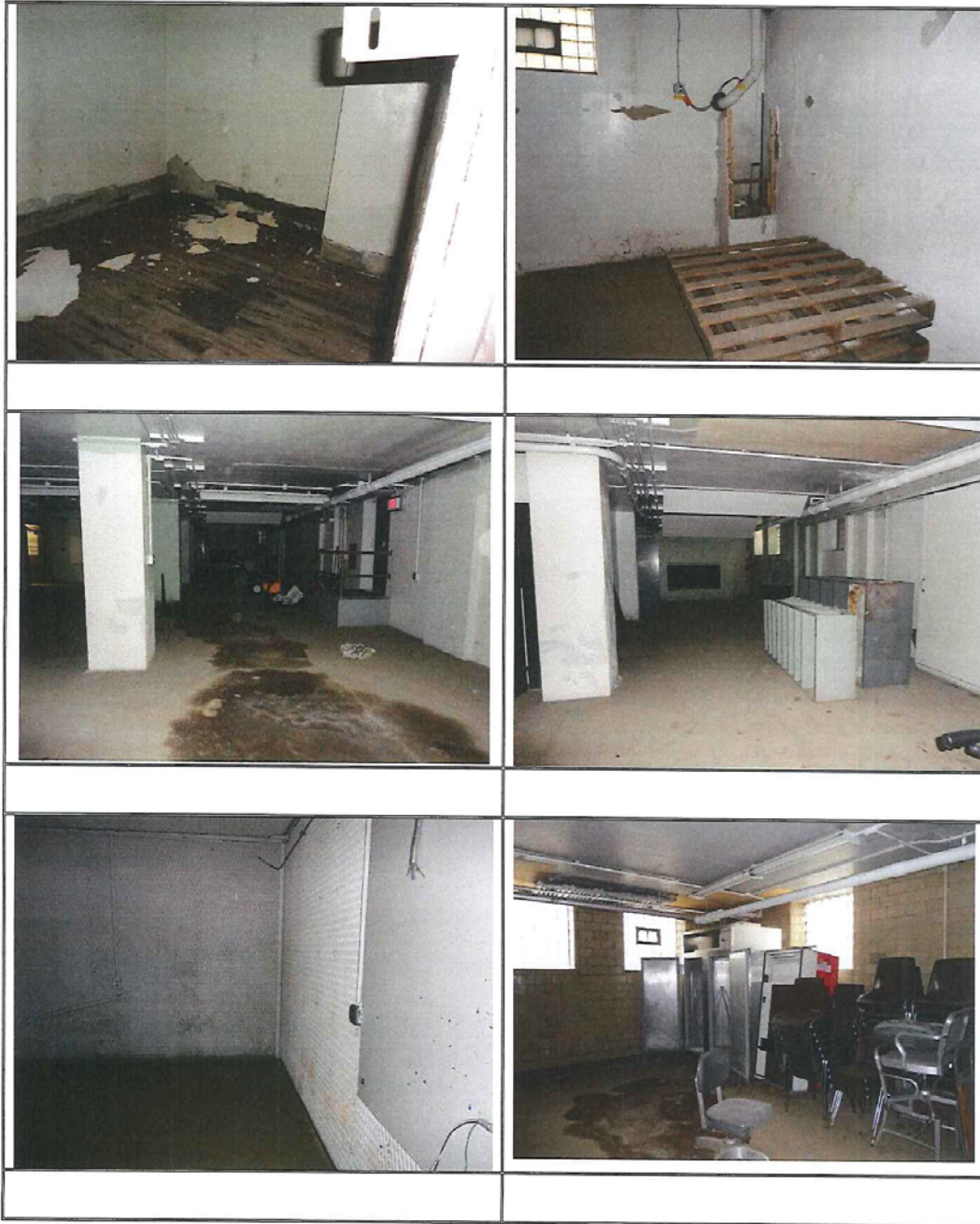


Photo 14



APPENDIX A: Ridgway Armory Site Photographs



A-4

APPENDIX B: REFERENCES

1. *Draft Phase I Environmental Baseline Survey, Ridgway Armory*; prepared by AMEC Earth & Environmental Services, Inc., Plymouth Meeting, PA (AMEC Project No. 2-7622-5001); dated July 2003.
2. *Final Completion Report, Decontamination of Indoor Rifle Ranges at Fort Indiantown Gap (FIG) Various Locations in Pennsylvania*; prepared for the US Army Corps of Engineers by MWH Americas, Inc (DACA31-02-D-0017 TO-001); dated March 2004.
3. *Asbestos Inspection, Assessment and Sampling, Ridgway Armory*; prepared for The Pennsylvania Department of General Services by Spotts, Stevens and McCoy (Contract No. ME415140 Task Order 97007SSM); dated April 1997.
4. OFE-BEM Memorandum; Subject: Pre-Final Inspection of Ridgway Armory in preparation of disposal of armory; dated: 7 January 2010; signed: Michael Brinley.
5. WINCASS Database, Finding Detail, Reference: PA-0328.

APPENDIX C

MAP

72 N. Broad Street, Borough of Ridgway, Elk County

