

INVITATION TO BID
FOR THE PURCHASE OF
SUNBURY NATIONAL GUARD ARMORY
SOLICITATION # 94791



Date of Issue:

February 24, 2016

Issuing Office:

Department of General Services
Bureau of Real Estate
401 North Street, Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 772-8842



February 24, 2016

Re: Bid Offering for 10 Acres ± and a Building Containing 23,131 SF
Property Tax ID No. 2-57-40-83/Sunbury National Guard Armory
206 Armory Road City of Sunbury, Northumberland County, Pennsylvania 17801

Dear Interested Bidder:

I appreciate your interest in the purchase of the former Sunbury 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 \$248,000.00 if your bid accepts the historic covenant (Option "A"); or \$310,000 if your bid does not accept the historic covenant (Option "B"). The property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the Department of General Services (DGS) within 15 calendar days of the DGS notice of award. A certified check, made payable to the *Commonwealth of Pennsylvania* for 2% of your bid offering, must accompany your bid submission. **It should be noted that any responsive bid received by DGS wherein the buyer agrees to accept the historic covenant will be selected over a bid that does not agree to accept the historic covenant.**

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, 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 May 24, 2016.** 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 # 94791 - Sunbury National Guard Armory**" on the outside of the mailer package. All bids received after 3:00 PM, May 24, 2016 will be rejected, and returned. Bids will be opened on May 24, 2016 at 3:00 PM in Room 503 North Office Building, Harrisburg, Pennsylvania.

For additional information relative to this property, please go to the Dept. of Military and Veterans Affairs website at: <http://www.dmva.pa.gov/dmvaoffices/Pages/Facilities%20and%20Engineering/Armory-Sales.aspx#.VaezkKRVhBc>. If there are discrepancies between the information contained in this Invitation to Bid and the DMVA website, the Invitation to Bid will control. The Department of General Services makes no representations or warranties as to the accuracy of the information contained on the DMVA website. Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (717) 772-8842.

Sincerely,

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

INVITATION TO BID INSTRUCTIONS

**SUNBURY NATIONAL GUARD ARMORY
10-Acres and one Building Containing 23,131 SF ±
206 Armory Road
City of Sunbury, Northumberland County, Pennsylvania 17801
Tax ID No. 2-57-40-83**

1. Pursuant to Act 55 of 2012, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 10 acres of land and 1 building containing 23,131 SF±. The property is located in the City of Sunbury, Northumberland County, Commonwealth of Pennsylvania. The property will be sold on an **“as-is” basis**.
2. Minimum acceptable bid is **\$248,000.00** for those bids that accept the historic covenant (Option “A”). Minimum acceptable bid is **\$310,000.00** for those bids that do not accept the historic covenant (Option “B”). **It should be noted that any responsive bid received to accept the historic covenant shall be selected over a bid that does not accept the historic covenant. A certified check made payable to the “Commonwealth of Pennsylvania” for 2% of your bid offering must accompany your bid.**
3. All bids, whether delivered or sent by mail, **must be received in the bid opening room on or before 3:00 P.M. on May 24, 2016**. 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 # 94791 - Sunbury National Guard Armory”** on the outside of the mailer package. All bids received after 3:00 P.M., May 24, 2016, will be rejected, and returned.
4. Bids will be opened on **May 24, 2016**, 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: Andrew Lick, DGS, Bureau of Real Estate, (717) 772-8842.
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. If Option "A" is selected by the bidder, the sale is also conditioned on the Buyer accepting and executing, at Closing, the "Declaration of Covenants"; a historical covenant which will run with the land for a period of 25 years. The "Declaration of Covenants" may be reviewed within this Invitation to Bid package and can be found as Exhibit "B" of the Sample Agreement of Sale enclosed. **This provision will not pertain to those bidders selecting Option "B".**
14. The following restrictive covenant shall be contained in the deed of conveyance:

"UNDER AND SUBJECT to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa. C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the GRANTEE, its successors and assigns. Should the GRANTEE, its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the GRANTOR."
15. 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.
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 – “Option A” – With Historic Covenant
SUNBURY NATIONAL GUARD ARMORY
206 Armory Road, City of Sunbury, Northumberland County

Minimum Acceptable Bid Offering \$248,000.00

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.

Bid Offering – “Option B” – Without Historic Covenant
SUNBURY NATIONAL GUARD ARMORY
206 Armory Road, City of Sunbury, Northumberland County

Minimum Acceptable Bid Offering \$310,000.00

Dollar Amount of Bid - \$_____

THE PROPERTY WILL BE SOLD “AS-IS”

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

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

CORPORATION:

DATE_____

ATTEST:

Signature

Corporation Name (SEAL)

Name

Signature

Title

Title

Home, Work or Cell Phone

Home, Work or Cell Phone

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Home, Work or Cell Phone

Home, Work or Cell Phone

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)																																																													
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	Social security number																				-				-						Employer identification number																				-									
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																																													

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).	
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 4.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

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

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 I 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 the instructions below and the separate instructions for the Requester of Form W-9.

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

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. 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 will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic 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, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the 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 tax classification in the space provided. If you are an LLC that is treated as a partnership for 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. 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 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 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.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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.

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

The following payees 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, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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 item 1, below, and items 4 and 5 on page 4 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* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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: _____

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, hereinafter referred to as "**Seller**", with the approval of the **DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**,

AND

_____, _____, _____,
_____, _____, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, *Act___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 5.88 acres more or less and improvements known as the former "Sunbury National Guard Armory" located in the City of Sunbury, County of Northumberland, 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 **\$248,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 4,960.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$ 19,840.00
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$ 223,200.00
	Total	<u>\$ 248,000.00</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) At Closing, Buyer will execute the Declaration of Covenants, hereby attached and marked as **Exhibit “B”**, which will run with the land for a period of twenty-five (25) years.
- (C) The deed of conveyance shall contain the following covenant:
- “UNDER AND SUBJECT to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa. C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the 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.”
- (D) To Seller’s knowledge, the zoning classification of the Premises is SR-Suburban Residential.
- (E) The property is listed on the National Register of Historical Properties.
- (F) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed

and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.

- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder.
- (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 Northumberland 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**

Curt Topper
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

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in Upper Augusta Township, Northumberland County, bounded and described as follows, to wit:

BEGINNING at a set reinforcement concrete monument in the line between the so-called Cemetery and Wolverton Farms, which stake is one hundred thirty-nine and three tenths feet (139.3') from the northwest corner of the foundation wall of the administration building of the Military Post now or formerly leased by the Commonwealth of Pennsylvania from W. H. Druckemiller Estate which stake is also one hundred fifty-five and three tenths feet (155.3') from the southwest corner of the above mentioned foundation wall and continuing north forty-seven (47) degrees west, eight hundred seven and seven tenths feet (807.7') to a concrete monument; thence north twenty-one (21) degrees thirty three (33) minutes east, four hundred twenty-four and five tenths feet (424.5') to a concrete monument; thence south fifty-nine (59) degrees thirty-seven (37) minutes east, nine hundred twenty-seven and seven tenths feet (927.7') to a concrete monument; thence south thirty-six (36) degrees forty-six (46) minutes west, five hundred ninety-six and four tenths feet (596.4') to the point of **BEGINNING**.

CONTAINING 10-acres more or less.

TOGETHER with an easement for the right of ingress, egress and regress perpetually as granted by the vesting deed listed in the recital.

BEING Tax Parcel No. 2-57-40-83.

BEING the same premises conveyed to the General State Authority by the Commonwealth of Pennsylvania, acting by and through the Department of Property and Supplies, by deed, dated December 15, 1937 and recorded January 10, 1938, in Northumberland County in Deed Book 272, Page 6. The Department of General Services being the successor to both the General State Authority and the Department of Property and Supplies by virtue of Act 45 of 1975.

EXHIBIT B
Declaration of Covenants

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

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

The provisions of these covenants, hereinafter expressed as covenants running with the land throughout the Term, are herein set forth so as to ensure the maintenance and preservation of the architectural and historical characteristics of the Sunbury Armory, located at 206 Armory Road, in the Borough of Sunbury, Pennsylvania, which is listed in the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 *et seq.*). Architectural and historical characteristics shall be defined as those significant physical features that qualify the property as eligible for the National Register of Historic Places, as outlined in the associated National Register documentation.

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

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

For work that involves ground disturbance, the Commission may require archaeological investigation at the Owner's expense. In the event that archaeological materials are discovered during ground-disturbing activities, work shall temporarily cease, and the Commission shall be consulted for instructions prior to proceeding with the work. Any archaeological work shall be conducted in accordance with the U.S. Secretary of the

Interior's *Standards and Guidelines for Archaeological Documentation* (48 FR 447344-37) and any such standards and guidelines as the Commission may specify.

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

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

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

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

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

By _____

(Print/Type name and title)

Commonwealth of Pennsylvania
County of Northumberland

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

My commission expires

Notary Public

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

Pennsylvania Historical and Museum Commission,
State Historic Preservation Officer

By _____

Name _____

Title _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

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

My commission expires

Notary Public

APPENDIX A

ZONING

Zoning Analysis

ZONING DETERMINATION AND ANALYSIS

District: SR- Suburban Residential

Conforming: The subject property is an existing legally nonconforming grandfathered use occupying the subject's site as a mixed use office/ warehouse facility currently occupied by a government agency. According to the zoning officer, the subject property can be used for a similar use as a government agency office space with heated warehouse space or another permitted use. There was no determination made by the zoning officer as to the future permitted use by a non-governmental use for an office/ warehouse space, and no determination was made as to the feasibility of the above variance being granted. Therefore, the current use of the subject property is reconciled as a legally nonconforming grandfathered use as a mixed use governmental office/ warehouse facility in the Upper Augusta Twp. zoning code for the SR- Suburban Residential zone. According to the zoning officer, any other use would require approval by the zoning hearing board and cannot be speculated without an official decision rendered by the township.

- Applicable Permitted Uses:*
- Mobile Home Court
 - Cemetery
 - Church
 - School
 - Cultural Facility
 - Public Municipal Building
 - Public or Private Recreational Facility
 - Governmental Office Facility

