

**INVITATION TO BID**  
**FOR THE PURCHASE OF**  
**EAST STROUDSBURG NATIONAL GUARD ARMORY / READINESS CENTER**  
**EAST STROUDSBURG BOROUGH, MONROE COUNTY, PA**  
**SOLICITATION # 94945**



Date of Issue:

**May 2, 2018**

**Issuing Office:**

Department of General Services  
Bureau of Real Estate  
Room 503 North Office Building, 401 North Street  
Harrisburg, Pennsylvania 17120-0500  
(717) 787-1321



May 2, 2018

Re: Invitation to Bid for 0.58-Acres  $\pm$  and Armory Building Containing 16,389 SF $\pm$   
Parcel ID No. 05730120719604  
East Stroudsburg National Guard Armory / Readiness Center  
271 Washington Street, East Stroudsburg Borough, Monroe County, Pennsylvania 18301-2836

Dear Interested Bidder:

I appreciate your interest in the purchase of the former East Stroudsburg National Guard Armory / Readiness Center property. The property will be sold "**As Is**". Enclosed are the forms for submitting a Bid. To be considered for the purchase of the property, your Bid must meet or exceed the minimum acceptable bid of \$75,000.00. 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 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 acceptable bid requirement. 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, August 2, 2018.** The bid opening room is located in Room 503 North Office Building, 401 North Street, 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, Room 503 North Office Building, 401 North Street, Harrisburg, Pennsylvania, 17120-0500. All Bid envelopes should be clearly marked "**Solicitation #94945 – East Stroudsburg National Guard Armory/Readiness Center**" on the outside of the mailer package. All Bids received after 3:00 PM, Thursday, August 2, 2018 will be rejected, and returned. Bids will be opened on Thursday, August 2, 2018, at 3:00 PM in Room 503 North Office Building, 401 North Street, Harrisburg, Pennsylvania 17120-0500.

For additional information relative to this property, please go to the Department of Military and Veterans Affairs website at <http://www.dmva.pa.gov/dmvaoffices/Facilities-and-Engineering/Pages/Armory-Sales.aspx>. 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) 787-1321.

Sincerely,

Lisa M. Kettering  
Real Estate Coordinator  
Bureau of Real Estate  
[Lkettering@pa.gov](mailto:Lkettering@pa.gov)

**INVITATION TO BID INSTRUCTIONS**  
**AND CONDITIONS OF SALE**

**SOLICITATION # 94945**

**EAST STROUDSBURG NATIONAL GUARD ARMORY / READINESS CENTER**  
**271 Washington Street, East Stroudsburg Borough, Monroe County, Pennsylvania 18301**  
**0.58-Acres ± and Armory Building Containing 16,389 SF ±**  
**Parcel ID No. 05730120719604**

1. Pursuant to Act 140 of 2016, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 0.58 acres of land and armory building containing 16,389 SF±. The property is located in East Stroudsburg Borough, Monroe County, Commonwealth of Pennsylvania. **The property will be sold on an “as-is” basis. No personal property, furnishings or other contents located on the premises are included unless specifically so designated.**
2. Minimum acceptable bid is **\$75,000.00**. **If a Bid is received that does not meet the minimum acceptable Bid requirement, it will be rejected.** A certified check made payable to the “*Commonwealth of Pennsylvania*” for 2% of your bid 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, August 2, 2018.** The bid opening room is located in Room 503 North Office Building, 401 North Street, Harrisburg, Pennsylvania 17120-0500. 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, Room 503 North Office Building, 401 North Street, Harrisburg, Pennsylvania, 17120-0500. All Bid envelopes should be clearly marked with “**Solicitation #94945 – East Stroudsburg National Guard Armory/Readiness Center**” on the outside of the mailer package. All Bids received after 3:00 P.M., Thursday, August 2, 2018, will be rejected, and returned.
4. Bids will be opened on **Thursday, August 2, 2018**, in Room 503 North Office Building, 401 North Street, Harrisburg, Pennsylvania, 17120-0500 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. The attached Bid form is to be fully completed, signed, dated and submitted. Bids must be signed by an individual(s) authorized to sign the Bid on behalf of the bidder. The bidder must complete, sign and submit with the Bid, Form W-9 Request for Taxpayer Identification Number and Certification (**attached**). If the Bid is submitted on behalf of any entity other than an individual, the Buyer Identity Disclosure (**form attached**) must be completed and submitted with the Bid.
8. DGS requires each bidder to complete and return the Statement of Non-Collusion (**attached**). The Statement must be executed by the individual, member, partner or officer of the bidder who makes the final decision on the amount quoted in the Bid. The person

who signs the Statement should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents and a Statement of Non-Collusion must be submitted separately on behalf of each party. **Failure to submit the Statement of Non-Collusion in compliance with these instructions may result in disqualification of the Bid.**

9. DGS will accept only one Bid (**form attached**) from each bidder. If a bidder submits more than one Bid, DGS shall accept the highest responsible Bid and reject any lower Bids submitted by such bidder. DGS will consider separate Bids submitted by related parties, including by individuals who are employees, officers or otherwise affiliated with another bidder, to be submitted by the same bidder for this purpose.
10. 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. **DGS reserves the right to reject any or all bids and the right to rebid is hereby specifically reserved.**
11. 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 to enter into an Agreement of Sale, and so on.
12. The Commonwealth will not pay commissions, fees or expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.
13. The sale is 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.
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 armory 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. The DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.
17. The property is located within the C-1 Community Commercial Zoning District in East Stroudsburg Borough.
18. In the event it becomes necessary to revise any part of this Invitation to Bid (ITB) an amendment will be issued to all interested parties who received the original ITB. **For interested parties who download the ITB from the DGS website, it will be the interested party's responsibility to check the website for amendments to the ITB prior to submission of their Bid.**

**Bid**

**SFP # 94945**

**EAST STROUDSBURG NATIONAL GUARD ARMORY / READINESS CENTER  
271 Washington Street, East Stroudsburg Borough, Monroe County, PA 18301**

**Minimum Acceptable Bid Offering \$75,000.00**

**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)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# \_\_\_\_\_  
Home, Work or Cell Phone & Email

# \_\_\_\_\_  
Home, Work or Cell Phone & Email

**INDIVIDUALS:**

**PARTNERSHIP:**

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Partnership Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Signature of Managing Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# \_\_\_\_\_  
Home, Work or Cell Phone & Email

# \_\_\_\_\_  
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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p style="text-align: center;"><b>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service Request for Taxpayer Identification Number and Certification</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>
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**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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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-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, later.*

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*, later, 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 Pub. 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABL accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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

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

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

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

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

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

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



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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.

**STATEMENT OF NON-COLLUSION**  
**Made by \_\_\_\_\_ (“Bidder”)**  
(Name of Bidder)

I, the undersigned, state that I am the Bidder, or am the duly authorized representative of the Bidder, and that I am the person responsible for determining 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 Bidder act as a consultant or contractor to, any other entity or affiliate that is/was a bidder or potential bidder relative to this solicitation.

(3) The price(s) in this bid have not been disclosed to any other bidder or potential bidder, and they were not disclosed before bid opening or the bid receipt date.

(4) No attempt was made to induce any other bidder or potential bidder to refrain from bidding on this solicitation or to submit any intentionally noncompetitive bid or other form of complementary bid.

(5) The price(s) in this bid are offered in good faith and not pursuant to any agreement or discussion with, or inducement from, any other bidder or potential bidder to submit a complementary or other noncompetitive bid.

(6) The Bidder (including any of its affiliates, subsidiaries, officers, directors, and employees) has not been convicted or found liable for any act prohibited by federal or state law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years, except for the following:

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Note: A statement that a bidder has been convicted or found liable for any act prohibited by federal or state law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit the Department of General Services from accepting a bid from that bidder, but it may be grounds for consideration of the question of whether the Department of General Services should decline to award a contract to that bidder on the basis of lack of responsibility.

I understand and acknowledge, on behalf of the Bidder, that the above representations are material and important, and will be relied on by the Department of General Services in awarding the solicitation for which this Bid is submitted. I understand on behalf of the Bidder that any misstatement in this document 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.



I affirm that the foregoing information is true and correct to the best of my knowledge, information and belief, said affirmation being made subject to the penalties prescribed by 18 Pa.C.S. Section 4904 (unsworn falsification to authorities).

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Signature

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Signatory's Printed Name

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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)

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**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.**

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

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

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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

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

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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

**TITLE: VICE PRESIDENT** \_\_\_\_\_

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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

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

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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

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

**PERCENTAGE OF STOCK:** \_\_\_\_\_

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**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.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.**

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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**

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**THIS AGREEMENT**, dated \_\_\_\_\_, 20\_\_\_\_, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, Room 515 North Office Building, 401 North Street, Harrisburg, Pennsylvania 17120-0500, ("Seller"), with the approval of the **DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**,

**AND**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, ("Buyer").

**WITNESSETH THAT:**

**WHEREAS**, *Act 140 of 2016* authorizes the Department of General Services to convey title to the property; and

**WHEREAS**, Seller desires to sell to Buyer the property containing approximately 0.58 acres more or less and improvements known as the former "East Stroudsburg National Guard Armory/Readiness Center" located in the Borough of East Stroudsburg, County of Monroe, Commonwealth of Pennsylvania, as described in the attached property description, marked as **Exhibit "A"** (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 contained in this Agreement, and intending to be legally bound, the parties promise, covenant, and agree to the following:



**EXAMPLE:**

(1) **Consideration.** The purchase price is **\$75,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 1,500.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$ 6,000.00
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$ 67,500.00
	<b>Total</b>	<b><u>\$ 75,000.00</u></b>

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

(2) **Closing.** Time is agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, settlement 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, any and all sums paid by Buyer may be retained in full by Seller as liquidated damages for this breach. In this event, both parties shall be released from further liability or obligation, and this Agreement shall become null and void.

(4) **Default of Seller.** If 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, or Seller is otherwise in default in the performance of the provisions, Buyer may either: (a) disregard the default and perform this Agreement by accepting 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, and this Agreement shall become null and void.

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

(6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. This 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 the Premises to be free from all liens and encumbrances, except as may be otherwise stated in this Agreement, but to be subject to all existing restrictions, easements, recorded agreements, covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes, and regulations of any constituted public authority, now in force, or which may be passed prior to final settlement.
- (9) **Covenants, Conditions and Restrictions.**
- (A) The deed of conveyance shall contain the following covenant:
- “Under and Subject to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Buyer (Grantee), its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).”
- (B) At Closing, Buyer will execute the Declaration of Covenants, attached and marked as **Exhibit “B”**, which will run with the land for a period of twenty-five (25) years.
- (C) To Seller’s knowledge, the zoning classification of the Premises is C-1 Community Commercial District.
- (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, this 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 the Premises are being purchased as a result of the inspection, and not as a result of any advertisement, hand bill, or any representation (oral or written), made by Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill, or announcement made by Seller or its employees, nor for any agreement, condition, representation, or stipulation (oral or written), not specifically stated in this Agreement.
- (13) **Care of Premises.** From and after the date of this Agreement, until the date of Closing, 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 the orders or notices.
- (14) **Risk of Loss.** Risk of loss shall remain with Seller until settlement. In the event of damage to the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.
- (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 closing 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 closing, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.
- (C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with 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 Monroe County or other public office of record.
- (17) **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 Buyer, provided that Buyer takes title. Any notices or ordinances filed prior to the date of settlement are to be complied with at the expense of Seller.
- (18) **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 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.
- (A) Seller has not received notice from any insurance company that 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 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, agency, or other governmental instrumentality.
  - (D) Seller has not received 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 Seller or the Premises.
  - (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of Seller.
  - (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is highly likely that lead-based paint or lead-based paint hazards are present in or about the Premises. Buyer

agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint or lead-based paint hazards.

**(19) 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.
- (20) **Release.** Buyer 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.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Agreement of Sale to be properly executed by their respective authorized signatories as of the day and year first written above.

**ATTEST:**

**BUYER:**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**ATTEST:**

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Curt Topper, Secretary *Date*

**Approved as to Form and  
Legality:**

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

\_\_\_\_\_  
Office of Chief Counsel *Date*  
Department of Military & Veterans Affairs

\_\_\_\_\_  
Adjutant General *Date*

\_\_\_\_\_  
Office of Chief Counsel *Date*  
Department of General Services

**APPROVED:**

\_\_\_\_\_  
Office of General Counsel *Date*

\_\_\_\_\_  
**GOVERNOR** *Date*

\_\_\_\_\_  
Office of Attorney General *Date*

## LEGAL DESCRIPTION

**BEGINNING** at an iron bolt in the southeasterly side of Washington Street, a corner of this and also of lands now or late of William A. Gilbert Company, thence extending along the southeasterly side of Washington Street, with bearings from the Magnetic Meridian of 1902, north thirty-four degrees fifteen minutes east, one hundred and eleven feet to a corner of lands now or formerly of Edith Brockley, thence by the said land crossing the head of a certain alley fifteen feet wide, (which head line of said alley is fifteen and forty-seven one-hundredths feet) and extending along other land of Luther S. Hoffmann and others of which this was part, two hundred and twenty-seven and fifty-seven one-hundredths feet to a point, thence by other land of Luther S. Hoffmann, south twenty-seven degrees thirty-five minutes east forty-two and three-tenths feet to a corner of concrete wall in the northwesterly side of East Brown or Brown Street, thence south sixty-two degrees fifteen minutes west along the said side of East Brown or Brown Street one hundred and two and five-tenths feet to an iron bolt a corner of this and land now or late of William A. Gilbert Company, thence along the same north fifty-five degrees forty minutes west two hundred and fifteen and one-tenth feet to the place of **BEGINNING**.

**BEING** Parcel ID No. 05730120719604.

**BEING** the same premises conveyed from Monroe Armory Association, to the Commonwealth of Pennsylvania, by deed dated October 11, 1922 and recorded in the Monroe County Recorder of Deeds Office in Deed Book Volume 88, Page 2.

**Exhibit "A"**

## 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 \_\_\_\_\_ (name of Buyer) (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 Monroe 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 East Stroudsburg National Guard Armory/Readiness Center, located at 271 Washington Street, in the Borough of East Stroudsburg, Monroe County, 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 Monroe County at \_\_\_\_\_.

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

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

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

## **Exhibit "B"**

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

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

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

**Exhibit "B"**

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

(Name of Buyer \_\_\_\_\_)

By \_\_\_\_\_

\_\_\_\_\_  
(Print/Type name and title)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ who represents that he (or she) is authorized to act on behalf of the \_\_\_\_\_ (Name of Buyer) \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Title of office  
My commission expires: \_\_\_\_\_

In Witness thereof, the Commission agrees to accept this Declaration of Covenants on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Pennsylvania Historical and Museum Commission

By \_\_\_\_\_

Andrea L. MacDonald  
Deputy State Historic Preservation Officer

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DAUPHIN

This record was acknowledged before me on \_\_\_\_\_ by Andrea L. MacDonald as the Deputy State Historic Preservation Officer who represents that she is authorized to act on behalf of the Pennsylvania Historical and Museum Commission.

\_\_\_\_\_  
Notary Public

Title of office  
My commission expires: \_\_\_\_\_

**Exhibit "B"**