



Stacy Garrity, Pennsylvania Treasurer

**INVITATION FOR BID
PENNSYLVANIA TREASURY DEPARTMENT
FOR AUCTIONEER**

ISSUING OFFICE:

**Pennsylvania Treasury Department
Bureau of Support Services
Procurement Division
Harrisburg, Pennsylvania 17120**

IFB24-001

**DATE OF ISSUANCE
Tuesday, February 20 2024**

CALENDAR OF EVENTS

The Pennsylvania Treasury Department will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Issue of IFB24- 001 posted to Treasury's website at www.patreasury.gov	Issuing Office	Tuesday, February 20, 2024
Deadline to submit Questions via email to: IFB24-001@patreasury.gov	Providers	Friday, March 1, 2024
Answers to potential provider questions will be reviewed by the Issuing Office and posted.	Issuing Office	Tuesday, March 19, 2024
Submissions must be received by the Issuing Office electronically to IFB24-001@patreasury.gov . The providers should be clearly identifiable in each email.	Providers	Friday, April 5, 2024 by 5:00PM

Please be advised submission deadlines that include times refer to EST. Treasury's standard business hours are 8:30 am – 5:00 pm. All responses to this IFB must be received by Treasury's Issuing Office on or before 5:00 pm EST on Friday, April 5, 2024; no submissions will be accepted after the due date and time.

PA Treasury Department
Bureau of Unclaimed Property
Auctioneer
Scope of Work

Introduction _____

The Pennsylvania Treasury Department (“Treasury”) is pursuing a vendor award contract to perform auction services in connection with tangible property which has been reported to Treasury as unclaimed property.

The Pennsylvania Disposition of Abandoned and Unclaimed Property Act (“the Act”), 72 P.S. §1301.1 *et seq.*, as amended, sets forth procedures for the disposition of abandoned and unclaimed property within the Commonwealth. Treasury is responsible for the administration of the Act, including 1301.17(a), which states in part, “[w]ithin a reasonable time after delivery to the State Treasurer of any property under this article, the State Treasurer may sell it to the highest bidder at a public sale...”

Treasury receives tangible property from various types of entities including financial institutions, police departments, hospitals, universities, correctional institutions, etc. The Preponderance of items placed for auction are numismatic, costume, decorative, or miscellaneous in nature and not those typically associated with specialty high-end items.

Contract Requirements and Qualifications _____

The following standards must be met in order for the proposal to be considered:

1. The vendor has auctioned an average of \$10 million or greater in sales for the past three years. The vendor must provide verification.
2. The vendor must have the capability to offer online, phone and live bidding.
3. The vendor must possess adequate insurance necessary to protect Treasury from theft, loss, or damage of the unclaimed property that is in the vendor’s control and possession. Vendor must provide a copy of the current certificate(s) of insurance. Vendor is also responsible for any theft, loss, or damage caused by an employee of the vendor.
4. The vendor must submit Auctioneer license and certifications to verify experience.

In addition, the vendor agrees to:

1. The vendor shall provide a preview of the items being auctioned via a catalog, gallery, or online for a time period of fifteen (15) days prior to auction date.

2. The vendor shall provide advertising of items, including but not limited to social media, auctioneer website, trade publications, and email for a time period of thirty (30) days prior to auction date.
3. The vendor shall perform an appraisal of all property item(s) to be auctioned at least fifteen (15) days prior to the auction date.
4. The vendor will be required to sign an agreement prohibiting the vendor, the vendor's immediate family, the vendor's employees, and their immediate families from bidding on the aforementioned unclaimed property offered for sale at auction by Treasury.
5. The vendor must perform all required work as an independent vendor and not as an agent of Treasury. Furthermore, the vendor must not assign or subcontract any work without prior written approval by Treasury.
6. The vendor must provide secure transportation of the property to be auctioned and supply his or her own equipment.

Pricing

1. Vendor's pricing to include buyer's premium for each auction type.
2. Vendor's pricing to include commission percentage, including but not limited to advertising, transportation and appraisal.

Term of Contract

The contract is a three year contract with three one-year optional renewals. The term is to be completed within an agreed-upon time frame prior to the contract.

Payment Terms

Invoices should be submitted to the Pennsylvania Treasury Department on a yearly basis.

I-1. Issuing Office

Treasury is the "Issuing Office" which should be the sole point of contact for this IFB. Refer all inquiries to the Issuing Officer by email at IFB24-001@patreasury.gov.

I-2. Questions and Answers

Providers must submit questions by email (with the subject line **IFB24-001 Questions**) to the Issuing Office no later than 5:00 pm on Friday, March 1, 2024. The provider shall not attempt to contact the Issuing Office by any other means. The Issuing Office cannot commit to reply to all questions that may be submitted. The Issuing Office shall attempt to provide as promptly as feasible answers to questions that, in the judgment of the Issuing Office, will enhance the ability of all providers to provide responsive and competitive proposals on or before Friday, April 5, 2024. The Issuing Office will send by email a copy of questions and corresponding answers to every Provider on Tuesday, March 19, 2024.

I-3. Electronic Version of IFB

The Issuing Office is making an official distribution of this IFB. A copy of the IFB will also be made available on Treasury's website (www.patreasury.gov). The provider acknowledges and accepts full responsibility to ensure that its proposal responds to the IFB as emailed to it, as amended, if at all, by subsequent emails. In the event of a conflict between a version of the IFB in the Provider's possession and the Issuing Office's final version of the IFB, the Issuing Office's final version shall govern.

I-4. Confidential Information Proposal Contents

- a. Confidential Information. Treasury is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of providers' submissions to evaluate proposals submitted in response to this IFB. Accordingly, except as provided herein, providers should not label proposal submissions as confidential, proprietary, or trade-secret protected. Any Provider who determines that it must divulge such protected information as part of its proposal must follow all the procedures described below:
 - (1) Prepare an un-redacted version of the appropriate document.
 - (2) Prepare a redacted version of the document that redacts the information that is

asserted to be confidential or proprietary information or a trade secret.

- (3) Prepare a signed written statement that states:
 - i) The attached document contains confidential or proprietary information or trade secrets;
 - i) The Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - ii) The Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents along with the signed written statement to Treasury.
 - (5) Acknowledge that the information may be subject to the Right-to-Know Law.
- b. Treasury and Office of Chief Counsel Use. All material submitted with the proposal shall be considered the property of Treasury and may be returned only at the Issuing Office's option. Treasury has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any provider copyright designations contained on proposals, Treasury shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- c. Public Disclosure. After the creation of the list pursuant to this IFB, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

I-5. Response Date

To be considered, each provider must deliver their submission to the Issuing Office via email to IFB24-001@patreasury.gov by 5:00 pm on Friday, April 5, 2024.

The emails to the Issuing Office must be submitted on or before the time and date specified in the IFB Calendar of Events. Please be advised submission deadlines that include times will refer to EST. Treasury's business hours are 8:30 am – 5:00 pm. The date and time assigned by the Issuing Office's email system will be the date and time used to determine timeliness of submission.

I-6. Notification of Selection

The Issuing Office will notify the selected provider in writing of its selection after the Issuing Office has determined, taking into consideration all the evaluation factors, the proposal that is the most advantageous to the Commonwealth. After selection and Treasury's notification to the provider, the provider will be contacted.

Pennsylvania Treasury Department
IFB24-001
Auctioneer
Cost Proposal/Additional Information

Buyer's Premium – Specialty/High-end items _____ %

Commission _____ %

Location/Site of Auction _____

License Number _____

Company Name _____

Contact Person _____

Phone Number _____

Address _____

County Location _____

Federal ID# _____

Vendor's Signature:

_____ Date _____

(Vendors agree that this cost proposal will remain valid for at least 120 days from the date of bid opening.)

PLEASE NOTE THAT THE COMMONWEALTH IS EXEMPT FROM STATE TAX.

This bid form, and all required submissions must be received no later than 5pm EST on Friday, April 5, 2024. Please submit by sending to the Issuing Office email at IFB24-001@patreasury.gov.

acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. INDEPENDENT CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee of Treasury. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

6. DELIVERY

- a. **Supplies Delivery:** All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by Treasury. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.
- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

7. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of Treasury and that Treasury in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of Treasury. Treasury reserves the right to purchase materials and services covered under the Contract through a separate procurement, whenever Treasury deems it to be in its best interest.

8. WARRANTY

The Contractor warrants that all items furnished and all work or services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year, or for such longer period as may be required in the Contract, following delivery by the Contractor and acceptance by the

Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item or the work or services performed hereunder. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to Treasury.

9. OWNERSHIP RIGHTS

- a. Treasury retains ownership of all data, records, reports and information delivered or shared with Contractor in order for the Contractor to perform under the Contract.
- b. Treasury shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to Treasury as part of the performance of the Contract.
- c. Treasury shall own all Developed Works or Developed Materials which are defined as: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

10. COMPENSATION

- a. **Compensation for Supplies:** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) that are delivered and accepted by Treasury.
- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

11. INVOICES

All invoices must contain the Contractor's name, address, Tax identification number, description of supplies or services that is sufficient for Treasury to determine what work was performed. To the extent a Contractor is to be paid for work by the hour, Contractor shall provide a detailed hourly description and rate with each invoice. Treasury reserves the right to request invoice clarification and a resubmission.

12. ACH PAYMENT REQUIREMENT

- a. Treasury will make payments to Contractors through the Automated Clearing House ("ACH"). Within 10 days of the contract, the Contractor must submit or have already submitted their completed ACH form to the Treasurer's Office of Comptroller at PATreasuryAccountsPayable@patreasury.gov. A blank ACH form will be included with Treasury issued contracts and will also be available for download on Treasury's website under Procurement.
- b. Single annual payment Contractors who bill less than \$5,000 annually and receive only one payment per year may receive payment by check.
- c. Contractors may for good cause opt to receive check payments by sending an e-mail to the Office of Comptroller at PATreasuryAccountsPayable@patreasury.gov and providing an explanation as to why Contractor is unable or unwilling to receive an ACH for payment. Treasury may approve such requests at its sole discretion.
- d. Treasury in its sole discretion may elect to pay a Contractor through a means other than ACH.

- e. Each Contractor shall submit a unique invoice number with each invoice. The unique invoice number will be listed on the ACH remittance advice to enable the Contractor to properly apply the payment.
- f. It is the Contractor's responsibility to ensure that ACH information on file with Treasury is accurate and complete. Contractor's failure to maintain accurate and complete information may cause payment delays.
- g. Treasury utilizes fraud protection services, including account verification of information provided by Contractors. If Contractor's ACH information fails an account verification, they will be notified to correct such information and be directed to provide additional identifying information and/or that an alternative payment methodology must be utilized.

13. BUDGET IMPASSE

If the Commonwealth has not enacted an annual General Fund budget, which has been passed by the General Assembly and signed by the Governor, on or before the start of the new fiscal year on July 1, the Commonwealth shall be considered to be in budget impasse. Under such circumstances, Contractor shall continue to render services to Treasury through the budgetary impasse and will invoice Treasury for such services. Once the Commonwealth General Fund budget has been passed by the General Assembly and signed by the Governor, Treasury will pay all outstanding invoices as soon as practically possible, but no later than 45 days. If there are no funds appropriated in the enacted General Fund budget to continue this Agreement, then the termination of this Agreement shall be effective, provided, however, Treasury shall pay for all services rendered during the impasse.

14. WEBSITE USER AGREEMENT PROVISIONS

To the extent that the Contractor utilizes a website user agreement (the "Website User Agreement") in connection with communications with Treasury, the Contractor hereby agrees that such Website User Agreement shall not be binding on the Treasury and the terms, conditions, obligations and duties of the parties shall instead be governed by the Contract Terms and Conditions herein.

15. SOFTWARE LICENSING AGREEMENTS

For any software purchase, the terms and conditions herein apply as does any Commonwealth Licensing Agreement. If there is not an applicable Commonwealth Licensing Agreement, Treasury shall provide Contractor with Treasury's Information Technology Terms and Conditions.

16. BACKGROUND CHECKS

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Treasury or Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before Treasury will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit

that employee remote access unless Treasury consents to the access, in writing, prior to the access. Treasury may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of Treasury may result in the Contractor being deemed in default of its Contract.

- c. Treasury specifically reserves the right to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Treasury contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

17. CONFLICT

The Contractor is bound by the terms and conditions of this Contract. The priority of documents for any Contract are as follows:

- The terms and conditions, including appendices, of this Contract including any negotiated attachment
- Any answer or submission by vendor to a procurement issued by the Department;
- A procurement issued by the Department;
- Applicable Statewide Requirements Contract, Invitation To Qualify contract, or Commonwealth Licensing Agreement;
- All other documents.

18. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of Treasury, which consent may be withheld at the sole and absolute discretion of Treasury.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of Treasury, which consent may be withheld at the sole and absolute discretion of Treasury.
- d. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give Treasury written notice of any such change of name.

19. CONFIDENTIALITY

The Contractor agrees to guard the confidentiality of all information it comes by through this Contract with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for Treasury, it may do so

only if the third-party agrees to the provisions in these Standard Terms and Conditions and any other appendix. Contractors and third-parties may be required to sign an additional Confidentiality Agreement.

20. FORCE MAJEURE

Neither party will incur any liability to the other, or be deemed to have defaulted under or breached the Contract, if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, subsequent changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Treasury orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as Treasury may reasonably request. After receipt of such notification, Treasury may, at Treasury's sole election, terminate the Contract or, alternatively, extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, Treasury by notice to the Contractor, may suspend all or a portion of the Contract.

21. TRANSPARENCY COMPLIANCE

Treasury is an agency of the Commonwealth subject to the public records law of the Commonwealth of Pennsylvania, the Right to Know Law ("RTKL"), which provides generally that all records relating to a public agency's business are open to inspection and copying unless specifically exempted. Additionally, contracts over \$5,000 must be placed on the Commonwealth's publicly accessible web-library. The Pennsylvania Web Accountability and Transparency Act (the "Penn Watch Act") requires Treasury to also place certain expenses on a publicly available website.

22. JURISDICTION AND CONFLICTS OF LAW

The Contract and all related documents, and all matters arising out of or relating to the Contract, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. The Contractor irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever in any way arising from or relating to this Contract and all contemplated transaction, in any forum other than the courts of the Commonwealth of Pennsylvania. The Contractor consents to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania, including the Commonwealth Board of Claims, state, and federal courts, and any appellate court from any thereof, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such courts will have *in personam* jurisdiction over Contractor, and consents to service of process in any manner authorized by Pennsylvania law. The Contractor agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. INFORMATION TECHNOLOGY

- c. **TERMINATION FOR CAUSE:** Treasury shall have the right to terminate the Contract for Contractor default upon written notice to the Contractor. Treasury shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that Treasury erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph a.

27.□ RESERVATION OF IMMUNITIES

Treasury reserves all immunities, defenses, rights, and actions arising from its sovereign status and/or under the Eleventh Amendment to the United States Constitution. Nothing contained in this Agreement shall constitute a waiver of such immunities, defenses, rights or actions. Nothing contained in these Terms shall be construed or interpreted as the consent of Treasury and the Commonwealth of Pennsylvania, their agents and agencies, to be sued except as provided for herein.

28.□ ASSIGNMENT

Contractor shall not assign any of its rights or delegate any of its obligations under the Contract without prior written consent of Treasury. Any purported assignment or designation in violation of this section is null and void.

29.□ COMPLIANCE WITH LAW

Contractor is in compliance with and shall comply with all applicable laws, regulations and ordinances. Contractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required to carry out its obligations under the Contract.

Contractor is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce; and is eligible to contract with the Commonwealth under Section 3604 of the Procurement Code.

30.□ SEVERABILITY

If any term or provision of this Contract is held by a court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract, and the Contract shall be construed as if such provision or provisions had never been contained herein.

31.□ ENTIRE AGREEMENT.

The Contract, including these terms and conditions, and the agreements referred to in or contemplated by the Order constitute the entire understanding and agreement between the parties. Each party hereto has read the Contract, understands it and agrees to be bound by its terms and conditions. The Contract supersedes all prior verbal or written agreements between the parties and constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.