



**Stacy Garrity, Pennsylvania Treasurer**

**INVITATION FOR BID  
PENNSYLVANIA TREASURY DEPARTMENT  
MEDIA PLACEMENT SERVICES**

**ISSUING OFFICE:**

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

**IFB24-002**

**DATE OF ISSUANCE  
Friday March 1, 2024**

## CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Issue of IFB24- 002 posted to Treasury's website at <a href="http://www.patreasury.gov">www.patreasury.gov</a>	Issuing Office	Friday, March 1, 2024
Deadline to submit Questions via email to: <a href="mailto:IFB24-002@patreasury.gov">IFB24-002@patreasury.gov</a>	Providers	Monday, March 18, 2024
Answers to potential provider questions will be reviewed by the Issuing Office and posted.	Issuing Office	Monday, April 8, 2024
Submissions must be received by the Issuing Office electronically to <a href="mailto:IFB24-002@patreasury.gov">IFB24-002@patreasury.gov</a> . The providers should be clearly identifiable in each email.	Providers	Tuesday, April 23, 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 Tuesday, April 23, 2024; no submissions will be accepted after the due date and time.

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MEDIA PLACEMENT SERVICES**

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MEDIA PLACEMENT SERVICES**

**Part I**

**GENERAL INFORMATION**

**I-1. Purpose.** The Pennsylvania Treasury Department (“Treasury”) is pursuing a vendor award contract to perform media placement pursuant to Disposition of Abandoned and Unclaimed Property Act (“DAUPA”), 72 PS § 1301.1 et seq. Treasury’s Bureau of Unclaimed Property seeks to reunite property with its rightful owners by raising awareness of the program in a cost-effective manner along with publishing names in general circulation newspapers and legal journals as set forth below.

All submissions and responses to this Invitation for Bid must be electronically submitted to: IFB24-002@patreasury.gov no later 5pm EST on Tuesday, April 23, 2024.

**A. Newspapers of General Circulation in each Pennsylvania County.**

Publication Requirements:

- Ad is to be placed in an English language newspaper of general circulation in the Pennsylvania County of the property owner’s last known address. The ad will consist of the owner’s name and last known zip code for unclaimed property valued at \$250 and above.
- Recommend a general circulation newspaper for each county that would best satisfy Treasury’s requirement to publish names based on the owner’s last known address while at the same time striving to reunite property with its rightful owners. Upon request, must be able to provide justification for the recommended newspaper (Treasury recognizes that one newspaper may satisfy the publishing requirement for more than one Pennsylvania County).
- Number of Pennsylvania counties: 67
  - Adams, Allegheny, Armstrong, Beaver, Bedford, Berks, Blair, Bradford, Butler, Bucks, Cambria, Cameron, Carbon, Centre, Chester, Clarion, Clearfield, Clinton, Columbia, Crawford, Cumberland, Dauphin, Delaware, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Juniata, Lackawanna, Lancaster, Lawrence, Lebanon, Lehigh, Luzerne, Lycoming, McKean, Mercer, Mifflin, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Potter, Schuylkill, Snyder, Somerset, Sullivan, Susquehanna, Tioga, Union, Venango, Warren, Washington, Wayne, Westmoreland, Wyoming and York.
- Number of names appearing in each newspaper will vary depending on the number of owners for the given county.
- The ad must contain the name and last known zip code of each owner which will be provided by Treasury to the successful bidder.

- The ads must be entitled “Notice of Names of Persons Appearing to be Owners of Abandoned and Unclaimed Property.”
- All advertising must be completed according to a preapproved schedule.
- Treasury anticipates that black and white ads may be the most cost-effective.
- The ad must not be altered in content, must run in consecutive order as provided by Treasury, and may not contain any advertising within the content of the ad.

**B. Legal Newspapers for each Pennsylvania County, if available.**

Publication Requirements:

- Ad may be placed in legal newspapers, if available, in Pennsylvania County in which the owner of the property had a last known address. The ad will consist of owner’s name and zip code for unclaimed property valued at \$250 and above.
- Number of names appearing in each legal newspaper will vary depending on the number of owners for a given county.
- The ad must contain the name and last known zip code of each owner which will be provided by Treasury to the successful bidder.
- The ads must be entitled “Notice of Names of Persons Appearing to be Owners of Abandoned and Unclaimed Property.”
- All advertising must be completed according to preapproved schedule.
- The ad must not be altered in content, must run in consecutive order as provided by Treasury, and may not contain any advertising within the content of the ad.
- Added Value elements must be requested from each Legal Newspaper.

**I-2. Issuing Office.** The Pennsylvania Treasury Department (“Issuing Office”) has issued this IFB on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB shall be the Issuing Office at [IFB24-002@patreasury.gov](mailto:IFB24-002@patreasury.gov).

**I-3. Scope.** This IFB contains instructions governing the requested Bids, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; and other requirements specific to this IFB.

**I-4. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this IFB, the contract will contain Standard Contract Terms and Conditions as shown in Appendix A. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose Bids, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the service.

**I-5. Rejection of Bids.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any or all Bids received as a result of this IFB.

**I-6. Eligible Bidders.** Eligible bidders must demonstrate relevant experience necessary to perform contract requirements. Entities that have executed media placement with Pennsylvania Newspapers and Legal Journals exceeding \$1 million in 2023 are eligible and invited to respond to the IFB.

**I-7. Response Date.** To be considered for selection, the Issuing Office accepts Bids via electronic submission. If, due to inclement weather, natural disaster, or any other cause, the Treasury office location to which Bids are to be returned is closed on the Bid response date, the deadline for submission will be automatically extended until the next Treasury business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of Bids shall remain the same. The Issuing Office will reject, unopened, any late Bids.

**I-8. Bids.** To be considered, Offerors should submit a complete response to this IFB to the Issuing Office, via electronic submission to issuing office email. An official authorized to bind the Offeror to its provisions must sign the Bid. If the official signs the Bid Cover Sheet (Appendix B to this IFB) and the Bid Cover Sheet is attached to the Offeror’s Bid, the requirement will be met.

For this IFB, the Bid must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror’s Bid for award, the contents of the selected Offeror’s Bid will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a Bid specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its Bid by written notice received at the Issuing Office’s address for Bid delivery prior to the exact hour and date specified for Bid receipt. An Offeror or its authorized representative may withdraw its Bid in person prior to the exact hour and date set for Bid receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the Bid. An Offeror may modify its submitted Bid prior to the exact hour and date

set for Bid receipt only by submitting an electronic modification, which complies with the IFB requirements.

### **I-9. Bid Contents.**

**A. Confidential Information.** Treasury is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate Bids submitted in response to this IFB. Accordingly, except as provided herein, **Offerors should not label Bid submissions as confidential or proprietary or trade secret protected.** Any Offeror who determines that it must divulge such information as part of its Bid must submit the signed written statement described in **Subsection C.** below and must additionally provide a redacted version of its Bid, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

**B. Treasury Use.** All material submitted with the Bid, and any work products developed as an outcome of the contract from this IFB shall be considered the property of Treasury. Treasury has the right to use any or all ideas not protected by intellectual property rights that are presented in any Bid regardless of whether the Bid becomes part of a contract. Notwithstanding any Offeror copyright designations contained on Bids, Treasury shall have the right to make copies and distribute Bids 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 award of a contract pursuant to this IFB, all Bid 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 Bid 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. Financial capability information submitted in response to Part II, Section II-3 of this IFB is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**II-10. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-11. Restriction of Contact.** From the issue date of this IFB until the Issuing Office selects a Bid for award, the Issuing Office is the sole point of contact concerning this IFB. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's Bid. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's Bid or rescind its contract award. Offerors must agree not to distribute any part of their Bids beyond the Issuing Office. An Offeror who shares information contained in its Bid with other Commonwealth personnel

and/or competing Offeror personnel may be disqualified. Publicly distributed and generally available marketing materials or specifications are not subject to this restriction.

**I-12. Debriefing Conferences.** Offerors whose Bids are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. Offerors should limit their representation to **three (3)** individuals per Offeror. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's Bid in relation to all other Offeror Bids. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

**I-13. Term of Contract.** The term of the contract will commence on the Effective Date and may extend for up to **three (3) years, with the option to renew for three (3) one-year periods. The contract must grant to Treasury sole discretion to determine the exercise of renewal options, if any, in single or multiple year increments.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by Treasury and all approvals required by Treasury contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and Treasury shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

**I-14. Offeror's Representations, Disclosures, and Authorizations.** By submitting its Bid, each Offeror understands, represents, and acknowledges that:

**A.** All of the Offeror's information and representations in the Bid are material and important, and the Issuing Office may rely upon the contents of the Bid in awarding the contract(s). The Treasury shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Bid submission, punishable pursuant to 18 Pa. C.S. § 4904.

**B.** The Offeror has arrived at the price(s) and amounts in its Bid independently and without consultation, communication, or agreement with any other Offeror or potential Offeror.

**C.** The Offeror has not disclosed the price(s), the amount of the Bid, nor the approximate price(s) or amount(s) of its Bid to any other firm or person who is an Offeror or potential offeror for this IFB, and the Offeror shall not disclose any of these items on or before the Bid submission deadline specified.

**D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a Bid on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

**E.** The Offeror makes its Bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.



**F.** To the best knowledge of the person signing the Bid for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its Bid.

**G.** To the best of the knowledge of the person signing the Bid for the Offeror and except as the Offeror has otherwise disclosed in its Bid, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any State tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

**H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other State, or the federal government, and if the Offeror cannot so certify, then it shall submit along with its Bid a written explanation of why it cannot make such certification.

**I.** Each Offeror, by submitting its Bid, authorizes Commonwealth Agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

**J.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

**K.** The Offeror has identified and disclosed the names of any former Treasury employees or relatives of current Treasury employees in the Offeror's human resource plan for the project.

**I-15. Notification of Selection.** The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the Bid that is the most advantageous to the Issuing Office.

**I-16. IFB Protest Procedure.** Questions regarding the Protest Procedures can be directed by e-mail (**with the subject line "IFB24-002 Protest Procedures"**) to the Issuing Office named in **Part I, Section I-2** of the IFB.

**I-17. Protest.** A protest by a party not submitting a Bid must be filed within **seven** business days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the Bid submission deadline. Offerors may file a protest within **seven** business days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** business days after the date the notice of award of the contract is posted on the Treasury eContract website. The date

of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

**I-18. Use of Electronic Versions of this IFB.** This IFB is being made available by electronic means. If an Offeror electronically accepts the IFB, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Offeror's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

## **PART II**

### **Bid Requirements**

#### **II-1. Treasury Overview.**

Each Offeror must submit their Bids in the format outlined below. To be considered, the Bid must respond to all requirements in this part of the IFB. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Bid.

The Issuing Office reserves the right to request additional information, which in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the IFB.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the services, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the IFB and to complete the Project as specified.

#### **II-2. Preparing a Request for Bid.**

Each Bid shall consist of a description of Qualifications and proposed cost.

The successful bidder(s) will:

- Work with the Treasury Department to establish a schedule of placement, run dates, and other deadlines necessary to successfully execute tactics. Weekly updated schedules are to be provided as necessary.
- Provide the best pricing for advertising and be competitive in price to other advertisements of similar style/text including any applicable use of remnant advertising, discounts and the like.
- Must provide an invoice, publication affidavit, and proof of publication for each advertisement within (30) days of the publication of the ad for payment.

**II-3. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements for the past three fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available.

**II-4. Objections and Additions to Standard IT Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in Appendix A) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the IFB, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any Bid. Regardless of any objections set out in its Bid, the Offeror must submit its Bid, including the cost Bid, on the basis of the terms and conditions set out in Appendix A. The Issuing Office will reject any Bid that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the IFB as specifically identified above.**

**SECTION II-A:**

**Vendor Qualifications.**

Describe the experience and qualifications of your firm and the project team related to the services which you seek to provide.

**Management Summary.**

Describe the professional resources proposed to fulfill the contract objectives. One contact person must be provided for each bid, which serves as the main contact for the whole advertising process for pricing, placement and billing.

- Must provide a backup contact to work with the designated Treasury representative(s).
- The vendor represents and warrants to Treasury that it has the authority to place the advertisement and added value at the price and on the terms specified in its bid. In no event will Treasury pay more than the bid submitted unless otherwise agreed to.
- The vendor indemnifies and holds Treasury harmless for any and all damages, liabilities, claims, costs, charges, etc. Treasury may incur as a result of the vendor's breach of this representation warranty.

**SECTION II-B: Cost Submittal.**

As the advertising expense will vary based on the number of names to advertise by county, submit a proposed Commission Rate to be paid in addition to the actual advertisement cost (net cost or rate) for the following spending levels:

Net Total	Maximum Commission Rate (Percentage)
Up to \$1 Million	%
> \$1.0 Million	%

# Appendix A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to a Pennsylvania Treasury Department (“Treasury”), Service Purchase Contract (“Contract”) and shall apply in full to Contractor.

### 1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the Contract’s specific provisions.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and Treasury (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

### 2. AUTHORITY

The Contractor shall only have the express authority granted to it in this Contract.

### 3. EXTENSION OF CONTRACT TERM

Treasury reserves the right, upon notice to the Contractor, to extend the term of the Contract upon the same terms and conditions.

### 4. SIGNATURES

The Contract shall not be a legally binding until fully-executed and has been sent to the Contractor. No Treasury employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by Treasury. The electronically-printed name of the applicable Treasury employee represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind Treasury to the terms of the Contract. A fully-executed Treasury contract may require multiple signatures including that of the Treasury’s Office of Chief Counsel and the Pennsylvania Office of Attorney General. Treasury should inform and a Contractor may ask what signature are required by Treasury to execute a specific Contract.

The fully-executed Contract may be sent to the Contractor electronically. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic fully executed Contract by the Contractor shall constitute receipt of the fully-executed Contract.

Treasury and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or

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:

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

Any contract related to software, information technology related services, or a contracts that involves the access to, usage or storage of Treasury data - including by way of example only, personal identifying information, financial account information, and security information - may include as a required Appendix – Data Security Addendum - to these term and conditions.

#### **24. UNCLAIMED PROPERTY PROVISIONS**

Contractor agrees to report and deliver any abandoned or unclaimed property held by Contractor or its agents, subcontractors, or assignees, as defined by and in accordance with the Disposition of Abandoned and Unclaimed Property Act (“DAUPA”), 72 PS § 1301.1 et seq. A negative report must be filed if Contractor determines, after a records review, that there is no reportable unclaimed property.

Instructions and assistance in filing the report are available from the Bureau of Unclaimed Property holder hotline at 1-800-379-3999 or via e-mail at [unclaimedpropertyreporting@patreasury.gov](mailto:unclaimedpropertyreporting@patreasury.gov). Additional information regarding the Pennsylvania Abandoned and Unclaimed Property Program is located at [www.patreasury.gov](http://www.patreasury.gov).

Contractor must cooperate with any unclaimed property examination conducted by Treasury or its outside auditors. Failing to cooperate with such audit may result in cancellation of this Contract.

#### **25. COMMONWEALTH HELD HARMLESS**

- a. The Contractor shall hold Treasury and the Commonwealth harmless from and indemnify the Treasury against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees, subcontractors, and agents under this Contract.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **26. TERMINATION PROVISIONS**

Treasury has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** Treasury shall have the right to terminate the Contract for its convenience if Treasury determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** Treasury’s obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, Treasury shall have the right to terminate the Contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

- 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.

**APPENDIX B**

**BID COVER SHEET**

**COMMONWEALTH OF PENNSYLVANIA**  
**Treasury Department**  
**IFB24-002**

**Enclosed is the Bid the Offeror identified below for the above-referenced IFB:**

<b>Offeror Information:</b>	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's Email Address	
Offeror Federal ID Number	

<b>Signature:</b>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's Bid:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S BID MAY RESULT IN THE REJECTION OF THE OFFEROR'S BID.**

**APPENDIX C**

**SAMPLE CONFIDENTIALITY AGREEMENT**

I understand that I will or may be exposed to certain confidential data maintained by the Commonwealth of Pennsylvania, Bureau of Unclaimed Property and which was released to my employer, or the following entity to which I have access to confidential records: \_\_\_\_\_

This confidential data is described as any record relating to employers, unclaimed property owners, businesses reporting UCP or as more fully described below:

Records of unclaimed property including but not limited to owner’s addresses, SSN/FEIN information, Date of Birth or other personal information. This includes the nature and value of the property. Holder records including but not limited to: FEIN, reporting history, and company contact information.

I understand that I may use the data only in conjunction with certain duties with respect to my employment, as specifically described below:

I understand that I may not discuss with or reveal to anyone, in any manner, any of the information I obtain from any data received from the Pennsylvania Treasury Department, except to other persons also having authorization to this data, and only for purposes of performing my duties as set forth above. I understand that I may not reveal such information to my friends or family, nor use the information for any personal, commercial, or political use.

I understand that the data is confidential and protected by federal and state laws, and that if I improperly use or reveal this confidential information, I may be subject to any sanctions permissible under law. I understand and agree that I will be liable for any damages resulting from my release of confidential information.

I have read this entire statement and understand that the confidential data must be used only for the specific purpose set forth above and that use of this information for any other purpose is strictly prohibited.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name-print or type)