



PRINTING OF MAILING ENVELOPES

B2727376

**Issued by:** City of Philadelphia Procurement Department  
**Required by:** Revenue Department

**Pre-Bid Meeting:** NOT APPLICABLE  
**Bid Opening Date:** Wednesday, July 15, 2026  
**Bid Opening Time:** 10:30 AM Philadelphia Local Time  
**Location for Bid Opening:** Held via Video Conference  
**Buyer: Name** Kali Karras

Quotations must be submitted through PHLContracts no later than the above cited bid opening date and time.

**Bidder agrees to comply with all conditions of this bid.**

**Bid Questions**

All questions concerning this Invitation and Bid (I&B) Solicitation, including specifications and conditions, must be presented through PHLContracts within the prescribed time stipulated in the I&B's Questions Tab.



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Procurement Department  
Philadelphia, PA 19102-1685

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## Section 1 General Bid Submission

### 1.1 Title PRINTING OF MAILING ENVELOPES

1.2 **Contract Term:** Date of award through **twelve (12)** months (“Initial Term”), with an option to renew for up to **four (4)** additional **one (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. **The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.**

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a change order “Renewal Notice” through [www.phlcontracts.phila.gov](http://www.phlcontracts.phila.gov) (“PHLContracts”) notifying the successful seller that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and successful seller shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not successful seller has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the successful bidder to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Paragraph 19, Default and Termination, of the attached SS&E Terms and Conditions of Bidding and Contract.



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## 1.3 Contract Type

### 1.3.1 Requirements Contract

The following items are required as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein.

Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful seller(s) are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency through a purchase order or other authorized document from the Procurement Department.

- 1.3.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in the succeeding fiscal year(s) by City Council. The City's fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>, inclusive.

Materials or services to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful seller(s) will be required to furnish an Individual Performance Bond or Performance Security Fee to cover units awarded to them.

## 1.4 Methodology of Acquisition: Purchase only.

## 1.5 Statement of Direction

It is the intent of the City of Philadelphia to make an award for Printing of Revenue Envelopes for the City Revenue Department specified herein during the contract period.

## 1.6 Quotation Information

- 1.6.1 All information concerning this quote will be contained in this response document as issued or amended.



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- 1.6.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.
- 1.6.3 Any questions or concerns about this Bid Solicitation should be directed to the Procurement employee listed on the cover letter. Please address all questions to him/her prior to returning the document, so all questions may be addressed and answered.
- 1.6.4 Estimated expenditures for contract period: \$ NOT APPLICABLE

## 1.7 Bid Security

In order to be eligible to sell Services, Supplies and Equipment, all vendors must be enrolled in the City's Annual Bid Security Program. The program covers the City's fiscal year from **July 1, 2026 – June 30, 2027**. All sellers must pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (\$100.00). The fee must be paid through the Revenue Department payment center at: <https://www.phila.gov/make-a-payment/>

Completed application should be submitted to: [PHLcontracts@phila.gov](mailto:PHLcontracts@phila.gov)

The fee should be submitted, under separate cover, to the attention of “**FY27 Annual Bid Security Program**” prior to the first opening date that the seller wants to submit a quote and be covered under the program. Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the “Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract”.

Fees can be paid by:

- (a) Electronic check
- (b) Credit or debit card, incurring an additional \$2.25 processing fee

**Please upload or note the payment confirmation to your bid response.**

## 1.8 Bid Information

- 1.8.1 All information related to this bid will be contained in the Bid Solicitation as issued or amended in PHLContracts.
- 1.8.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.



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## 1.9 Bid Submission

- 1.9.1 All quotes submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the seller's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the quote being disqualified.
- 1.9.2 All quotes must be electronically submitted to PHLContracts by a seller with legal authority to bind the seller's Company as that authority is more fully described in the "Consent and Authorization Agreement," which Company has completed, signed and submitted to the City at the time of vendor registration or as an attachment to the first submitted quote; in no event will the City accept a quote from seller unless City has received a duly completed and signed Consent and Authorization Agreement by the time of bid opening. The Contract shall not be legally binding upon the City of Philadelphia unless and until it is executed in accordance with Paragraph 13 of the attached Terms and Conditions.
- 1.9.3 Quotes to advertised sealed bids shall be submitted through PHLContracts and opened publicly at 10:30 AM Philadelphia local time via online video conference on the bid opening date.
- 1.9.4 Sellers must submit their electronic quote to the City of Philadelphia through PHLContracts **no later than 10:30 AM** on the date that the bid opens.
- 1.9.5 It is the seller's responsibility to ensure that the quote is submitted in a timely manner prior to the bid opening date and time in accordance with Paragraph 1 of attached Terms and Conditions. All quotes must be submitted electronically to the correct bid opportunity established for this Bid, through the PHLContracts online application process at: [www.phlcontracts.phila.gov](http://www.phlcontracts.phila.gov). Sellers who have failed to file complete applications through the PHLContracts online application process will not be considered for the contract. Be advised that the unavailability of timely help through our Customer Service will **not** extend an advertised deadline for electronic submission of your quote on PHLContracts. Please allow sufficient time prior to any application deadline for an adequate response to your inquiry or request for assistance.
- 1.9.6 Seller's quote should be complete and include **all** information required as described in the various sections of the bid solicitation, including but not limited to, specifications, Terms and Conditions of Bidding and Contract, pricing, and all amendments. All pricing must be completed as specified in the bid solicitation. Every submitted quote the seller must fully accept the terms and conditions contained in the bid solicitation. Failure to accept all of the terms and conditions is a matter of responsiveness in accordance with Paragraph 8 of the attached Terms and Conditions.



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## 1.9.7 Processing Fee

In addition to enrollment in the City's Annual Bid Security Program, sellers must pay, for each submitted quote, a non-refundable Bid Processing Fee of \$25.00. Sellers can pay this fee electronically through the Revenue Department payment center at: <https://www.phila.gov/make-a-payment/>

Receipt of payment must be uploaded to the quote on PHLContracts.

Failure to submit the bid processing fee may result in the seller's disqualification from bidding. In addition, if an award is made pursuant to the Bid Solicitation, any unpaid processing fees owed by the seller to the City must be paid prior to the City's release of any payments to the seller under the Contract.

## 1.9.8 Local Bidding Preference

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences this bid may be subject to a local bid preference<sup>1</sup>. In order to determine eligibility to receive the preference, if applicable, the seller must be certified as a Local Business Entity ("LBE") at the time of the bid opening.

Further, through submission of a quote in response to this bid, seller makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)<sup>2</sup> will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

If the Procurement Commissioner determines that the awarded seller fails to comply with its certification at any time during the term of its contract, the awarded seller's LBE certification will be revoked and the awarded seller shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages as outlined in 4.2.5 and may be debarred by the

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<sup>1</sup> For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

<sup>2</sup> If the Seller relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.



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Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

To apply for Local Business Entity (LBE) certification, go to:

<https://www.phila.gov/services/business-self-employment/bidding-on-a-city-contract/get-certified-as-a-local-business-entity/>

Please provide sufficient time prior to bidding for the processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to the award of the contract, and during the performance of the contract.

## 1.9.9 Price List

A price list is not required for this bid.

## 1.9.10 Questions or Problems

In preparing the bid response, should any seller need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the seller is **strongly** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by submitting questions on the Q&A tab of the applicable bid posted through PHLContracts.

**Questions must be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Bid Solicitation and of interest to all sellers, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any seller question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

If it is in the City's best interest to do so, the bid **may** be amended to reflect the proposed changes/modifications. **Exceptions taken do not obligate the City to change the specifications.**

The City of Philadelphia Procurement Department will post all amendments to the Bid on PHLContracts regarding any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions, or changes by any City agency.

Otherwise, the successful seller will have to provide the product or service exactly as defined in the Bid Solicitation including any and all specifications and requirements listed.



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## 1.10 Seller Qualification

All sellers must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, sellers should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Bid Solicitation; and demonstrate the seller's ability to perform on a contract of this size and scope.

Please note that reference information in each section of the **Seller Qualification Attachment** shall be completed. Failure to submit this information may result in the seller's disqualification.

1.10.1 Sellers shall demonstrate ownership and / or direct operational control of the required equipment and provide supporting documentation, such as equipment inventories, photographs, or facility inspections, as part of the bid qualification process:

The Names, Addresses, and Telephone Numbers of all Subcontractor(s): Printer(s), Delivery Service(s), and Bindery Service(s) etc. that the Broker will use for the life of this Contract if awarded this Bid Solicitation.

A complete list of equipment (In accordance with Paragraphs 1.10.2 and 1.10.3) currently used in operation of each of the Subcontractor(s): Printer(s), Delivery Service(s), and Bindery Service(s) etc. as it associates directly to the scope of work that will be assigned to each of the parties listed in the bid.

The City reserves the right to perform a site-visit, prior to award and at any time during the contract period, of each Subcontractor(s), Printer(s), Delivery Service(s) and Bindery Service(s) facility listed in the Bid.

1.10.2 **Ink / Printing Method Requirement:**

All envelope printing shall be produced exclusively using offset lithographic printing processes. No substitutes or alternative printing methods shall be permitted, including, but not limited to, flexographic printing, digital toner printing, inkjet printing, or any other non-offset printing processes.



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## 1.10.3 Minimum Equipment Requirements:

**The following Minimum Equipment Requirements Must be met in order to be considered for award of this Bid Solicitation:**

- Envelope converting equipment capable of manufacturing die-cut, diagonal seam envelopes
- Offset lithographic printing press equipment designed for envelope printing
- Die-cutting equipment applicable to window or specialty envelope formats
- Folding and gumming equipment integral to the envelope manufacturing process
- Window patching equipment
- Quality control and inspection systems capable of verifying print registration, color consistency, and envelope construction

**The following Equipment is deemed Unacceptable and will Not be considered for the Envelope Production Requirements of this Bid Solicitation:**

- Open-side web envelope manufacturing equipment
- Versatile Open Side Web Equipment
- V-flap/executive-style web envelope manufacturing equipment
- Flexographic printing equipment
- Digital printing equipment, including toner- and inkjet-based systems



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## 1.11 Virtual Pre-Bid/Pre-Proposal Meeting

### **No Pre-Bid Meeting**

There is no pre-bid meeting scheduled for this Bid.

## 1.12 Site Inspection

A site inspection is **not applicable** to this bid.

## Section 2 Specifications

2.1 Successful seller(s) shall be required to supply the City of Philadelphia's Department of Revenue with various types of **Envelopes** as listed in PHLContracts and Section 2 of this Invitation and Bid. **THE ATTACHED DEPARTMENT OF REVENUE REPRODUCTION SPECIFICATIONS REFERENCED IN ATTACHMENT "A" SHALL APPLY TO THIS INVITATION AND BID.**

### 2.2 **OVERRUN ON PRINTING OF ENVELOPES:**

2.2.1 Overruns on printed envelopes not wanted, but if produced and accepted by the Department of Revenue, will be paid for provided funds are available at pro rata up to 3% overrun on each item. Underruns to be credited pro rata.

### 2.3 COMPATIBILITY:

2.3.1 Envelopes must be manufactured to be automatically insertable on, BlueCrest Inserter Equipment (Rival) and Pitney Bowes Folding and Inserting Mailing Equipment (Relay 8000).

### 2.4 IMPORTANT DELIVERY NOTES:

2.4.1 Deliveries to M.S.B cannot be made in tractor-trailers. Truck loading area restricts operations to standard 4-wheel truck. Entrance on Cherry Street between 15th and 16th.

2.4.1.1 Additional Delivery Location for Revenue Department Central Mailing Unit: Delivery Location Entrance: 19th & Commerce Streets Height Limit Requirements: 12'6" Limit Delivery Hours: 8:30AM through 4:00PM Straight Truck shall be required



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- 2.4.1.2 Please Note: The Awarded seller shall be responsible for delivery service from seller's vehicle to Revenue Department Central Mailing Unit Facility (Inside Delivery).
- 2.4.2 Envelopes must be banded or shrink wrapped, in boxes, on standard four-way entry pallets (40" x 48"). Types of envelopes are not to be mixed on a pallet.
- 2.4.3 Upon delivery of Envelopes, seller must be responsible for removal of all empty pallets. The Department of Revenue employee who receives the packing slip, shall verify the removal of all empty pallets with the seller.
- 2.4.4 It is expected that from one to twelve deliveries per year, for various Envelopes, will be requested during each one-year period covered to accommodate the Department's limited storage area. For example, 1.2 million of one type of envelopes may be ordered; but partial delivery of that item may be requested in Twelve (12) one-month intervals.

### 2.5 CERTIFICATIONS

- 2.5.1 Seller shall Answer the "Certification" questions in PHLContracts under the Questions Tab that they have Read and Acknowledged Paragraphs 4.1.6 (Contract Default), Paragraph 4.2.4 (Delivery) and Paragraph 4.2.5 (Liquidated Damages).
- 2.6 **RECYCLED PAPER STOCK:** For purposes of this Invitation and Bid, Recycled Paper Stock must contain a Minimum 10% recovered material which shall be defined as listed below:

**RECOVERED MATERIAL:** Means materials and by-products which have been recovered or diverted from solid waste. Such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process such as mill broke or home scrap.

**RECOVERED MATERIALS** includes any of the following:

**POST-CONSUMER MATERIAL:** A material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Examples are office paper and corrugated cartons from retail stores, office buildings and homes.



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**PRE-CONSUMER MATERIALS:** Material generated during production which cannot be returned to the same production process, nor used by another company to make a product similar to the original product, nor used by the same parent company to manufacture a different product, and includes all wastes generated during the intermediate steps in producing an end product by succeeding companies. Examples are envelope cuttings, bindery trimmings, printing waste, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock.

2.6.1 FOR ALL RECYCLED PRODUCTS, SELLERS MUST STATE THE FOLLOWING INFORMATION IN ALTERNATE DESCRIPTION OF EACH LINE ITEM IN PHLCONTRACTS UNDER THE ITEMS TAB:

- STATE PERCENTAGE OF POST-CONSUMER MATERIAL OFFERED
- STATE PERCENTAGE OF PRE-CONSUMER MATERIAL OFFERED

2.7 SPECIFICATION REVIEW:

2.7.1 During the contract period, the seller will be required to meet with the Revenue Department Supervisor of Outgoing Mail Processing Center on a Quarterly basis (every three months) to review envelope specifications and ensure that envelopes are designed in accordance with Postal Regulations. Seller shall contact Terriann Welsh – (215) 686-6623 - Terriann.Welsh@phila.gov to schedule Specification Review Meetings.

Seller to state “Contact Information” in PHLContracts under the Questions Tab.

2.8 SAMPLES:

2.8.1 Samples of all Envelopes ordered on the contract resulting from this Invitation and Bid can be picked up by the successful seller at the Revenue Department – Administration Services Unit located in Room 430, Municipal Services Building. All pickup and/or delivery arrangements shall be the responsibility of the successful seller. No charges shall be incurred against the City of Philadelphia. All questions pertaining to specifications must be addressed to Yocibel Mejia, Manager of Operations and Continuous Improvement - (215) 686-6638.



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## 2.9 PRICING:

Seller shall submit all pricing in PHL Contracts under the Items tab. Prices quoted must remain firm for the initial period of the contract and must not contain more than three (3) decimal places. If Renewal Terms are exercised by the City, the seller may increase prices as per paragraph 4.3 "Price Increase or Decrease."

### 2.9.1 In PHL Contracts under the "Items" tab; Sellers will state the following:

- Unit price per Thousand for each Envelope listed extended by the total amount for that item
- Window (Size/Position) Change Charge per Each Set-up
- Colored Ink Charge per Each Set-up (with exception to Black Ink)

### 2.9.2 32020 001

#### 2.9.2.1 Envelope, Department of Revenue Specifications #83-43B, Size 3 1/2" x 7 3/4", Return Envelopes, without Window, 24# White Woven.

2.9.2.1.1 Envelope #83-43B  
(Frequency Ordered: 2 x per Year at Quantity of 25,000)  
Estimated Quantity: 50 TH

2.9.2.1.2 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 50,000 EA

#### 2.9.2.2 Envelope, Department of Revenue Specifications #83-225, #83-234R and #83-234, Size 3 7/8" x 8 7/8", Return Envelopes, with Open Face Window, 24# White Woven.

2.9.2.2.1 Envelope #83-225  
(Frequency Ordered: 1 x per Year at Quantity of 50,000)  
Estimated Quantity: 50 TH

2.9.2.2.1.1 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 50,000 EA



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### 2.9.2.2.2 Envelope #83-234R

(Frequency Ordered: 2 x per Year at Quantity of 25,000)

Estimated Quantity: 50 TH

#### 2.9.2.2.2.1 Window (Size/Position) Change Charge per Each Set-up

Estimated Quantity: 50,000 EA

### 2.9.2.2.3 Envelope #83-234

(Frequency Ordered: 12 x per Year at Quantity of 400,000)

Estimated Quantity: 4800 TH

#### 2.9.2.2.3.1 Window (Size/Position) Change Charge per Each Set-up

Estimated Quantity: 4,800,000 EA

#### 2.9.2.2.4 Color Ink Charge per Each Set-up (with exception to Black Ink)

Estimated Quantity: 4,800,000 EA

### 2.9.2.3 Envelope, Department of Revenue Specifications #83-231BC, Size 4 1/8" x 9 1/2", Primary Envelopes, One Transparent Window, 24# Light Blue Woven.

#### 2.9.2.3.1 Envelope #83-231BC (Frequency Ordered: 12 x per Year at Quantity of 400,000)

Estimated Quantity: 4800 TH

#### 2.9.2.3.2 Window (Size/Position) Change Charge per Each Set-up

Estimated Quantity: 4,800,000 EA

#### 2.9.2.3.3 Color Ink Charge per Each Set-up (with exception to Black Ink)

Estimated Quantity: 4,800,000 EA

### 2.9.2.4 Envelope, Department of Revenue Specifications #83-224W, Size 4 1/8" x 9 1/2", Primary Envelopes, Two Window, 24# White Woven

#### 2.9.2.4.1 Envelope #83-224W (Frequency Ordered: 2 x per Year at Quantity of 25,000)

Estimated Quantity: 50 TH

#### 2.9.2.4.2 Window (Size/Position) Change Charge per Each Set-up

Estimated Quantity: 50,000 EA

#### 2.9.2.4.3 Color Ink Charge per Each Set-up (with exception to Black Ink)

Estimated Quantity: 50,000 EA



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2.9.2.5 Envelope, Department of Revenue Specifications #83-69, #83-69W, #83-178, #83-189, #83-134S, #83-248, #83-251, #83-252, #83-253A, #83-69R and #83-69LC, Size 3 7/8" x 8 7/8", Return Envelopes, #9, without Window, 24# White Woven.

2.9.2.5.1 Envelope #83-69 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.2 Envelope #83-69W (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.3 Envelope #83-178 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.4 Envelope #83-189 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.5 Envelope #83-134S (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.6 Envelope #83-248 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

]2.9.2.5.7 Envelope #83-251 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.8 Envelope #83-252 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.9 Envelope #83-253A (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.10 Envelope #83-69R (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.11 Envelope #83-69LC (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.5.12 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 275,000 EA



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2.9.2.6 Envelope, Department of Revenue Specifications #83-248A, Size 3 7/8" x 8 7/8", Return Envelopes, #9, without Window, 24# Light Green Woven.

2.9.2.6.1 Envelope #83-248A (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.6.2 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 25,000 EA

2.9.2.7 Envelope, Department of Revenue Specifications #83-68, #83-68W, and #83-236, Size 4 1/8" x 9 1/2", Primary Envelopes, #10 without Window, 24# White Woven.

2.9.2.7.1 Envelope #83-68 (Frequency Ordered: 2 x per Year at Quantity of 50,000)  
Estimated Quantity: 100 TH

2.9.2.7.2 Envelope #83-68W (Frequency Ordered: 12 x per Year at Quantity of 50,000)  
Estimated Quantity: 600 TH

2.9.2.7.3 Envelope #83-236 (Frequency Ordered: 12 x per Year at Quantity of 50,000)  
Estimated Quantity: 600 TH

2.9.2.7.4 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 1,300,000 EA

2.9.2.8 Envelope, Department of Revenue Specifications #83-239, Size 4 1/8" x 9 1/2", Primary Envelopes, #10, without Window, 24# Light Blue Woven.

2.9.2.8.1 Envelope #83-239 (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 TH

2.9.2.8.2 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 25,000 EA

2.9.2.9 Envelope, Department of Revenue Specifications #83-73, #83-130S, and #83-253, Size 4 1/8" x 9 1/2", Primary Envelopes, #10, One Transparent Window, 24# White Woven.

2.9.2.9.1 Envelope #83-73 (Frequency Ordered: 2 x per Year at Quantity of 25,000)  
Estimated Quantity: 50 TH

2.9.2.9.1.1 Window (Size/Position) Change Charge per Each Set-up



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Estimated Quantity: 50,000

2.9.2.9.2 Envelope #83-130S (Frequency Ordered: 1 x per Year at Quantity of 25,000)  
Estimated Quantity: 25 T

2.9.2.9.2.1 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 25,000 EA

2.9.2.9.3 Envelope #83-253 (Frequency Ordered: 2 x per Year at Quantity of 25,000)  
Estimated Quantity: 50 TH

2.9.2.9.3.1 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 50,000 EA

2.9.2.9.4 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 150,000

2.9.2.10 Envelope, Department of Revenue Specifications #83-73W, Size 4 1/8" x 9 1/2", Primary  
Envelopes, #10, One Transparent Window, 24# Light Blue Woven.

2.9.2.10.1 Envelope #83-73W (Frequency Ordered: 2 x per Year at Quantity of 75,000)  
Estimated Quantity: 150 TH

2.9.2.10.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 150,000 EA

2.9.2.10.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 150,000 EA

2.9.2.11 Envelope, Department of Revenue Specifications #83-224S, Size 4 1/8" x 9 1/2", Primary  
Envelopes #10, Two Transparent Window, 24# White Woven, Printed Four Color, Face and  
Back.

2.9.2.11.1 Envelope #83-22 (Frequency Ordered: 12 x per Year at Quantity of 50,000)  
Estimated Quantity: 600 TH

2.9.2.11.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 600,000 EA

2.9.2.11.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 600,000 EA



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2.9.2.12 Envelope, Department of Revenue Specifications #83-224SR, Size 4 1/8" x 9 1/2", Primary Envelopes #10, Two Security Tint Windows, 24# White Woven.

2.9.2.12.1 Envelope #83-224SR (Frequency Ordered: 1 x per Year at Quantity of 500,000)  
Estimated Quantity: 500 TH

2.9.2.12.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 500,000 EA

2.9.2.12.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 500,000 EA

2.9.2.13 Envelope, Department of Revenue Specifications #83-242, Size 3 7/8" x 8 7/8", Primary Envelopes, One Security Tint Window, 24# White Woven.

2.9.2.13.1 Envelope #83-242 (Frequency Ordered: (12 X per Year at 50,000 and 1 x year at Quantity of 500,000)  
Estimated Quantity: 1,100 TH

2.9.2.13.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 1,100,000 EA

2.9.2.13.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 1,100,000 EA

2.9.2.14 Envelope, Department of Revenue Specifications #83-239A, Size 3 7/8" x 8 7/8", Return Envelopes, #9 without Window, 24# Light Blue Woven.

2.9.2.14.1 Envelope #83-239A (Frequency Ordered: 1 x per Year at Quantity of 15,000)  
Estimated Quantity: 15 TH

2.9.2.14.2 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 15,000 EA

2.9.2.15 Envelope, Department of Revenue Specifications #83-234WNW, Size 3 7/8" x 8 7/8", Return Envelope, #9 Regular Envelope, without Window, 24# White Woven

2.9.2.15.1 Envelope #83-234WNW (Frequency Ordered: 2 x per Year at Quantity of 25,000)  
Estimated Quantity: 50 TH



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2.9.2.15.2 Color Ink Charge per Each Set-up (with exception to Blue Ink)  
Estimated Quantity: 50,000 EA

2.9.2.16 Envelope, Department of Revenue Specifications #83-257L, Size 4 1/8" x 9 1/2", Primary Envelope, #10, without Window, #24 White Woven.

2.9.2.16.1 Envelope #83-257L (Frequency Ordered: 1 x per Year at Quantity of 15,000)  
Estimated Quantity: 15 TH

2.9.2.16.2 Color Ink Charge per Each Set-up (with exception to Blue Ink)  
Estimated Quantity: 15,000 EA

2.9.2.17 Envelope, Department of Revenue Specifications #83-259L, Size 4 1/2" x 10 3/8", Primary Envelope, #11, without Window, 24# White Woven.

2.9.2.17.1 Envelope #83-259L (Frequency Ordered: 1 x per Year at Quantity of 15,000)  
Estimated Quantity: 15 TH

2.9.2.17.2 Color Ink Charge per Each Set-up (with exception to Blue Ink)  
Estimated Quantity: 15,000 EA

2.9.2.18 Envelope, Department of Revenue Specifications #83-260L, Size 4 1/2" x 10 3/8", Primary Envelope, #11, One Transparent Window, 24# White Woven

2.9.2.18.1 Envelope #83-260L (Frequency Ordered: 1 x per Year at Quantity of 15,000)  
Estimated Quantity: 15 TH

2.9.2.18.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 15,000 EA

2.9.2.18.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 15,000 EA

2.9.2.19 Envelope, Department of Revenue Specifications #83-261L, Size 4 1/8" x 9 1/2", Primary Envelope, #10, One Transparent Window, 24# White Woven

2.9.2.19.1 Envelope #83-261L (Frequency Ordered: 1 x per Year at Quantity of 10,000)  
Estimated Quantity: 10 TH

2.9.2.19.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 10,000 EA

2.9.2.19.3 Color Ink Charge per Each Set-up (with exception to Blue Ink)



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Estimated Quantity: 10,000 EA

2.9.2.20 Envelope, Department of Revenue Specifications #83-258L, Size 4 1/8" x 9 1/2", Primary Envelope, #10, One Transparent Window, 24# White Woven

2.9.2.20.1 Envelope #83-258L (Frequency Ordered: 1 x per Year at Quantity of 10,000)  
Estimated Quantity: 10 TH

2.9.2.20.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 10,000 EA

2.9.2.20.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 10,000 EA

2.9.2.21 Envelope, Department of Revenue Specifications #83-257LC, Size 4 1/8" x 9 1/2", Primary Envelope, #10, One Transparent Window, 24# White Woven

2.9.2.21.1 Envelope #83-257LC (Frequency Ordered: 1 x per Year at Quantity of 10,000)  
Estimated Quantity: 10 TH

2.9.2.21.2 Window (Size/Position) Change Charge per Each Set-up  
Estimated Quantity: 10,000 EA

2.9.2.21.3 Color Ink Charge per Each Set-up (with exception to Black Ink)  
Estimated Quantity: 10,000 EA

2.9.2.22 Envelope, Department of Revenue Specifications, #83-220 specification 6x9.5, 24 White Wove Poly Window Envelop., Two sides, Reflex Black Ink, Top Opening, Commercial Flat Seam, Fully Gum. (Frequency Ordered: 1 X per Year at Quantity of 25,000)

2.9.2.23 Prism Envelope, Envelope #83-224s4W specification 9x12, 24 White Wove Poly Window Envelop., Two sides, Reflex Black Ink, Side Opening, Side Seam, Commercial Flat, Fully Gum. (Frequency Ordered: 1 X per Year at Quantity of 25,000)



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## 2.10 DELIVERY

2.10.1 Seller to state “Type of Transport” in PHLContracts under the Questions Tab.

2.10.2 Seller to state how product(s), parts, supplies and/or equipment are to be delivered to the City of Philadelphia: (E.G., on-site delivery via the seller's truck, United Parcel Service, U.S. Postal Service, etc.) in PHLContracts under the Questions Tab.

2.10.3 Seller to specify if delivery is other than 14 days in PHLContracts under the Questions Tab.

## 2.11 WARRANTY:

2.11.1 Seller must guarantee the products offered will perform to the specifications listed in this Invitation and Bid (and for its intended purpose) for a minimum period of ninety (90) days. Product must be new and materials free from defects. The final product must be of high quality and exhibit professional quality workmanship.

2.11.1.1 Seller shall answer the “Warranty” question in PHLContracts under the Questions Tab

## Section 3 Bid Evaluation and Award

### 3.1 Bid Evaluation

3.1.1 Bids will be evaluated by the Procurement Department.

3.1.2 Bids will be evaluated for responsiveness to the bid specifications and the responsibility of the sellers.

3.1.3 Bids may be disqualified if they are deemed to be non-responsive without notice. All decisions regarding responsiveness are final and are not appealable.

A bid may be deemed non-responsive for any of the following:

- (a) improper bid security
- (b) improper bid execution
- (c) incompleteness
- (d) offering counter terms and conditions



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- 3.1.4 Sellers whose bids are determined to be non-responsible for reasons of seller qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of “SS&E Terms and Conditions of Bidding and Contract”.

## 3.2 Evaluation and Award

- 3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible seller. Seller must bid all items to be eligible for Award.

### 3.2.2 **SITE VISIT**

The City reserves the right to perform a site-visit, prior to award and at any time during the contract period, of each Subcontractor(s), Printer(s), Delivery Service(s) and Bindery Service(s) facility listed in the Bid.

### 3.2.3 **PRE-AWARD MEETING**

A Mandatory Pre-award Meeting will be held after the opening and prior to award with the apparent low seller who meets the requirements of this Invitation and Bid. This meeting will be held to ensure that the vendor is prepared to meet the delivery and materials requirements of the City.

- 3.2.4 While the contract will be awarded to the lowest responsive and responsible seller as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

### 3.2.5 **Application of LBE Preference**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible seller. If the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.



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### 3.2.6 Performance Security and Bond

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of “SS&E Terms and Conditions of Bidding and Contract”. Any applicable, performance security shall be required for any subsequent renewal periods.

or

If the total award amount exceeds \$500,000, the Performance Security does not apply. Upon notification of award, the City will require the successful seller to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.2.1 and 1.2.2 shall apply.

Fees are paid electronically through the Revenue Department payment center at:

<https://www.phila.gov/make-a-payment/>

Type of Fee	Fee Amount
Bid Processing Fee	\$25.00
Annual Master Bid Security Fee	\$100.00
Performance Security Fee	Choose an item. per 3.2.6

### 3.2.7 Required Disclosures

In accordance with Philadelphia Code Section 17-104, the successful seller, after award of the Contract, is required to disclose the following:

- (a) Slavery Era Records. The seller will complete an affidavit certifying and representing that the seller (including any parent company, subsidiary, exclusive distributor or company affiliated with seller) has searched any and all records of the seller or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. The seller expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.



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(b) Female Executives and Board Members. The seller must provide the following information:

- i. the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(c) Demographic Data Disclosures. The seller agrees to provide the following information before formally accepting the Contract:

- i. Seller's and each subcontractor's prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date of the opening of bids for the Contract;
- ii. Demographic data on the workforce of the seller (race, ethnicity, gender identity, salary range, Philadelphia residence, and other categories that may be established by regulation), as of the Report Date (June 30<sup>th</sup> immediately preceding the date the bid is filed); and
- iii. Demographic data on the board of the seller

The above disclosure requirements can be fulfilled via electronic form:

<https://www.phila.gov/services/business-self-employment/bidding-on-a-city-contract/file-transparency-in-business-act-disclosure-forms/>

For Sole Source contracts, the seller is subject to additional disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

The seller expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, the "City of Philadelphia Policy and Procedures for Debarment and Suspension of Vendors and Contractors") or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

### 3.2.8 Anti-discrimination and Equal Opportunity in Contracting

The City, acting through its Office of Economic Opportunity ("OEO"), works to ensure that all businesses desiring to do business with the City have an equal opportunity to compete under the City's procurement process free from unlawful discrimination. In furtherance of this goal, the City will track the participation of small and local businesses at all tiers of City contracting. In accordance with City requirements and all applicable law, seller agrees to comply with the



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City's requirements for the collection, retention, and reporting of data relating to contracting at any tier, including subcontracts.

Nothing in this Section shall be interpreted as (i) imposing mandatory quotas or percentages tied to protected group status, (ii) limiting the City's ability to periodically review, amend, or update its contracting policies consistent with applicable law and evolving policy objectives, or (iii) limiting the City's ability to issue additional guidance on the collection, retention, and reporting of contracting data pursuant to this Section.

Seller agrees that the City may, in its sole discretion, conduct periodic reviews to monitor seller's compliance with the collection of data relating to contracting at any tier, including subcontracts.

Seller agrees that in the event the City determines that seller has failed to comply with any of the requirements of this Section, the City may exercise any rights and remedies it may have under this Contract which includes withholding payment, suspension or termination.

The City has no direct contractual relationship with any subcontractor, and the Contract does not give any subcontractor any legal rights or remedies pursuant to this Section except the rights or remedies such subcontractor may be entitled to under its contract with seller. The remedies outlined in this Contract are for the City's benefit only. The failure of the City to enforce or the indulgence of any non-compliance with this Section shall not constitute a waiver of the City's rights nor give rise to actions by any third parties, including subcontractors.

Seller hereby verifies that all information submitted to the City in connection with this Section is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two (2) years."

### 3.2.9 Insurance:

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received.



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## All insurance must meet the following requirements:

- Insured must be in the same name and address as the successful seller.
- The insurance carrier must be rated “A” or better by AM Best.
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier.

All certificates are to be uploaded to PHLContracts or sent to [Proc.Contracts@phila.gov](mailto:Proc.Contracts@phila.gov)

## Section 4 Contract Management

### 4.1 City of Philadelphia Responsibility

#### 4.1.1 Order Against Contracts

Upon contract conformance, purchase order(s) will be issued at such time that the product and/or service is needed and will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- (a) For Requirements contract types, products or services will be ordered and delivered on an as-needed basis during the contract term. A minimum quantity is not guaranteed.
- (b) For Firm Limit contract types, products or services will be ordered and delivered at one-time in the quantity specified.

#### 4.1.2 Invoices

Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City makes all efforts to process invoices in a timely manner. Incomplete or inaccurate information may result in invoice processing delays.

**Invoices must contain the information specified in section 4.2.13 in order for the City to process payments as quickly as possible.**

Payments will only be made to the entity name as shown on the purchase order; the invoice must reflect this same entity name as the entity to “pay to”. Before any City payments are made, the awarded entity will be required to enroll in ACH and submit invoices through the City’s vendor payment portal at: <https://vendor-payments.phila.gov/login>



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4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

#### 4.1.4 **Add-ons**

The City reserves the right to add, delete and/or acquire products/services that the successful seller can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the successful seller a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

#### 4.1.5 **Materials Testing:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If the product fails, or is different from the product supplied at the award stage, rejection procedures will be implemented.

#### 4.1.6 **CONTRACT DEFAULT:**

The City reserves the right to automatically declare the Seller in default of the contract and exercise all available rights and remedies if Four (4) separate deliveries are made that are not in compliance with the terms and conditions of the contract. Regardless of whether or not the rejections were subsequently remedied.



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## 4.2 Vendor Responsibility

- 4.2.1 The awarded seller may deliver only products, services or equipment as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 The awarded seller may deliver only products, services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 The awarded seller may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Sellers are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

### 4.2.4 **Delivery**

Unless otherwise specified in Section 2, noted by the seller in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 14 days from date requested by Using Agency. On the PHLContracts questions tab, specify if delivery is other than 14 days.

### 4.2.5 **Liquidated Damages**

For the first delivery with any item(s) that do not meet the applicable specification, the Seller will be assessed damages (which will be deducted from any outstanding invoices) in the amount of \$1,000.00 and will be required to remove and replace, within Twenty-four (24) hours, all material with product(s) that are in conformance with the specifications.

For each subsequent delivery that any item does not conform to the terms, conditions, and specifications of the contract, the liquidated damages will be double the previously assessed penalty and will be deducted from any outstanding invoices. In addition, all material delivered must be removed and replaced with products that are in conformance with the contract.

- 4.2.6 In the event that the successful seller receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (a) bring this to the immediate attention of the Procurement Department specialist noted on the cover page.
  - (b) notify the ordering agency in writing and refuse to deliver.



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- 4.2.7 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.8 For delivery of products or equipment, the successful seller shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 For performance of services, the successful seller shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.10 **Approval of Work**
- All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the successful seller. In addition, the successful seller is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the successful seller.
- 4.2.11 At the conclusion of this contract, contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.
- 4.2.12 For all invoices submitted, the successful seller must agree that all pricing can be verified in the pricing on file in PHLContracts with the City of Philadelphia.

### 4.2.13 **Invoices/Receipts**

Successful sellers must submit timely invoices for services, supplies and/or equipment within 30 days through the City's vendor payment system at: <https://vendor-payments.phila.gov/login>

Sellers shall not invoice more than once per month or order.

Invoices must include:

- (a) The purchase order number
- (b) The awarded seller's name, address and Federal Employer Identification Number
- (c) The quantity, price, and description of the item(s) or service(s)



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The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful and recommended.

Payment will only be made to the company name as shown on the purchase order; the invoice must reflect the same company as the “pay to”.

### 4.2.14 Payments to Subcontractors

The below applies to all contracts that utilize subcontractors:

- (a) The successful seller shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its subcontractors.
- (b) In connection with payment of its subcontractors, the successful seller agrees to provide proof of said payments upon any request by the City.
- (c) Failure to comply with the City's payment reporting process may be considered an event of default.

### 4.2.15 Minimum Wage & Benefits and Prevailing Wage

If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, “Minimum Wage & Benefits and Prevailing Wage” of the SS&E Terms and Conditions of Bidding and Contract.

## 4.3 Price Increase or Decrease:

The successful seller shall provide Printing of Revenue Envelopes at the prices set forth in Section 5 for a period of 12 months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to **four (4)** additional **one (1)** year period(s).

**Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Discount from Manufacturer's price list (as quoted in Section 5) must remain firm for the life of this contract (and any applicable renewal option), with the following exception: discount may be increased by successful seller at any time during the contract period, to include any applicable renewals. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller.**



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**This notice must be accompanied by the notice from the Manufacturer to the successful seller showing the price changes. The City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.**

The successful seller must give 60 days notice of price increase, in writing, to the City. Notice shall be sent to the Buyer, referencing the Bid #, Contract # and period of contract. Contact the Procurement Customer Service Unit (at [Bid.Info@phila.gov](mailto:Bid.Info@phila.gov) or 215-686-4720) if you are unsure of the assigned buyer on the contract.

Failure to notify the City within this sixty (60) day time frame shall result in the following:

The effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City; if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

**Note: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period(s). Failure to notify the City within the time frame specified will result in a commensurate delay in implementing the price change.**

## 4.4 Vendor Acceptances:

In submitting an executed bid, the seller agrees to the contract management procedures in this section.

## Section 5 Pricing

Unit pricing quoted in PHLContracts will prevail in case of any discrepancy between unit price and the extended amount and will be the determining factor in establishing the applicable contract amounts for the award.

**Note: Prices quotes may not exceed three (3) decimal places.**