



Electronic Components, Tools, Test/Measure Equipment and Accessories

B2727363

Issued by: City of Philadelphia - Airport Purchasing Administration Unit

Required by: Department of Aviation

Pre-Bid Meeting:

Click or tap to enter a date.

Bid Opening Date:

Wednesday, July 8, 2026

Bid Opening Time:

10:30 AM Philadelphia Local Time

Location for Bid Opening:

Held via Video Conference

Buyer: T. Carlton

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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City of Philadelphia
Procurement Department
Philadelphia, PA 19102-1685

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Section 1 General Bid Submission

1.1 Title: Electronic Components, Tools, Test/Measure Equipment and Accessories

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 (“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 Airport Purchasing Administration Unit.

- 1.3.2 It is the intent of the Airport Purchasing Administration Unit 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 1st to June 30th, 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 B2727363 Electronic Components, Tools, Test/Measure Equipment and Accessories for the City department(s) 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.
- 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.



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- 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: \$50,000.00

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

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.

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.



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- 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. 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.
- 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



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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 preference¹. 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)² 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 of 10% of the awarded contract amount, and may be debarred by the 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 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%).

² 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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- 1.9.9 If an alternate to any item is offered, seller must follow instructions in Paragraph 4 of “SS&E Terms and Conditions of Bidding and Contract”. State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate seller to provide materials and/or services specified in the bid solicitation.

Any other product information submitted by seller in connection with this bid is for purposes of product description, information and specification only. Seller agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

- 1.9.9.1 If it is found that the current specifications within this bid have become obsolete, replaced, or updated, seller must submit the item as an alternate and provide the applicable item specification with their bid. Seller shall be responsible for providing the Buyer with changes to specifications as they occur throughout the contract period. Item requested in Section 2: Specifications that DO NOT have references within this bid document shall be quoted as is stated or as an alternate with specifications uploaded in PHLContracts.

1.9.10 Price List

A price list is not required for this bid.

1.9.11 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 Airport Purchasing Administration Unit 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 Airport Purchasing Administration Unit will post all amendments to the Bid on PHLContracts regarding any interpretations/changes made to specifications or



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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.

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 Customer References Attachment 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 must be completed. Failure to submit this information may result in the seller's disqualification.

1.11 Virtual Pre-Bid/Pre-Proposal Meeting

No Pre-Bid Meeting

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

1.12 Site Inspection

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

Section 2 Specifications

Successful bidder(s) shall be required to supply the City of Philadelphia's Department of Aviation with Electronic Components, Tools, Test/Measure Equipment and Accessories, Tools, Test/Measure Equipment and Accessories as listed in Sections 2 and 5 of this Invitation and Bid.

2.1 Inventory

Successful seller must maintain an adequate inventory to provide delivery and over-the-counter service. The City reserves the right to inspect seller's facility, prior to an award being made, to determine if seller has appropriate inventory

2.2 Over-The-Counter Pickup Service

The successful seller must maintain an over-the-counter service during the contract period. The over-the-counter services must meet the following criteria:

2.2.1 There must be an area in the seller's facility where the general public may enter and make purchases in person.



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2.2.2 Does not require a telephone call prior to a pickup at the counter, except for next day service.

2.2.3 The over-the-counter facility must be open from 8:30 A.M. to 5:00 P.M., Monday through Friday, and have seller's personnel available to accept orders.

2.2.4 The over-the-counter facility must have access to the seller's shelf inventory to fill orders for pick-up or next day delivery as requested.

2.2.5 The seller's staff shall not issue any supplies or parts to anyone other than authorized, designated Airport personnel. Seller is required to check Airport ID Badge of person making over-the-counter pick-up.

2.2.6 Authorized personnel must sign his/her name and payroll ID number upon receipt of supplies.

2.2.7 Seller's over-the-counter facility must be located within a twenty-five (25) mile radius of The Philadelphia International Airport.

2.2.8 In PHL Contract, Questions Tab, Seller shall state the location of the Over-the-Counter Service Facility.

2.3 Non-Stock Items

The successful seller shall provide for those items which are not available as next day or over-the-counter/pick-up service items but which are supplied by the seller on an otherwise extended delivery.

2.4 Pricing and Catalog Instructions

In PHL Contracts Items Tab, seller shall quote a mark-up for the item listed below. Seller's quoted mark-up shall NOT exceed 12%.

2.4.1 Description – Electronic Components

31030 001

Digi-Key Corporation's Catalog

Estimated Expenditures for Contract Period.....\$34,001.00

NOTE: **WHEN BIDDING THIS ITEM ENTER THE ESTIMATED EXPENDITURES: \$34,000.01 AS THE UNIT COST AND ENTER THE MARK-UP AS A NEGATIVE DISCOUNT**

ELECTRONIC COMPONENTS SHALL BE REIMBURSED BY THE CITY AT SUCCESSFUL SELLER'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as



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shown on supplier's invoice) + 12% MARK-UP NOT TO EXCEED 12% (TO BE SUPPORTED BY SUPPLIER'S INVOICES).

Successful seller must submit original supplier's invoice with their invoice(s) to the City. In no case shall Electronic Components cost exceed the actual cost from the supplier + 12% mark-up. Successful seller may not increase (nor may supplier increase their pricing) greater than the quoted mark-up. No Overhead, expenses, etc. shall apply to these parts/items cost. No additional charges will be paid by the City.

The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.

The City of Philadelphia reserves the right, solely and in its best interest, to purchase the part/item in the open, competitive market.

2.4.2 31030-001-010

62 MAX Mini Infrared Thermometer

Model: Fluke 62 Max

Highly accurate infrared thermometer; Handheld, Gun measuring temperatures -22°F to 932°F (-30°C to 500°C). Single laser targeting for accurate and repeatable measurements

Estimated Quantity: 10 Each (EA)

2.4.3 31030-001-011

Fluke 115 Field Technicians Digital Multimeter

Model: Fluke-115

Compact True-rms digital multimeter for field service. Includes meter, holster, 4mm PVC-Insulated test lead

Estimated Quantity: 30 Each (EA)

2.4.4 31030-001-012

Fluke 117 Electrician's Multimeter with Non-Contact Voltage

Model#: Fluke 117

Includes multimeter, 4mm silicone test leads, holster and manual. Integrated non-contact voltage detection. Prevents false readings from ghost voltage with selectable low-impedance mode.

Estimated Quantity: 10 Each (EA)

2.4.5 31030-001-013

Korad KD6003D

Model#: KD6003D (SRA Soldering Store)

Easy to read 4-digit LED used to display the voltage and current values. Heavy duty single-channel, constant-voltage and constant-current Linear power supply with low ripple and noise high reliability and high accuracy.



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Estimated Quantity: 3 Each (EA)

2.5 Warranty

Sellers shall quote on their newest inventory or items in production at the time of bid opening. Bids on dated or obsolete items shall not be acceptable. This product must be warranted to be free from all defects for a minimum of NINETY (90) DAYS – or longer if the warranty offered by the manufacturer provides for the longer warranty period. During the warranty period, the seller shall provide all replacement parts at no additional charge to the City.

2.6 Delivery Requirements

Awarded seller must provide next-day delivery service when orders are placed by the City. Seller must have vehicles available to provide required delivery services. Seller shall be notified of delivery requirements by the Department of Aviation and the official Purchased Order issued by the Airport Purchasing Administration Unit. Seller shall state the “Type of Transport” to be used for delivery in the Questions Tab of PHLContracts.

Delivery Location

Philadelphia International Airport
Supply Warehouse
8401 Executive Avenue
Philadelphia, PA 19153
ATTN: Stores Manager
Phone: (215) 937-7909
8:30am – 3pm

NOTE: MINIMUM AMOUNT PER DELIVERY BY SELLER IS \$250.00

2.7 Ordering Exclusions

Purchase orders made against this contract shall consist solely of Electronic Components. Acceptable items shall include (but not limited to) Capacitors, Connectors, and Cables, Diodes, Integrated Circuits, Lamps, LEDs, Replays, Resistors, Switches, Transistors, Variable Resistors, LDRs and Thermistors.

Items which shall be excluded from ordering: Battery Products, Computers, Office Components, Accessories, Memory Cards, Modules, Networking Solutions, Optical Inspection Equipment, Juniper Switches, RF/IF RFIP, Sensors, Soldering/De-Soldering/Rework Products, Static Control, ESD, Clean Room Products, Tapes, Adhesives and Tools.



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Section 3 Bid Evaluation and Award

3.1 Bid Evaluation

- 3.1.1 Bids will be evaluated by the Airport 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
- 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 to the lowest responsive and responsible seller in whole. Seller(s) must bid all items to be eligible for award.

3.2.2 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.

3.2.3 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



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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.

3.2.4 Basis of Award for Evaluation Purposes

The prices used for the calculation of the Basis of Award must be the same prices as quoted in the Items Tab of PHLContracts. In the event of a conflict between the prices quoted in Section 5 (“Pricing”) of the bid and those used in the Basis of Award, the prices quoted in the PHLContracts will prevail and will be used for calculations.

3.2.5 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.

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	\$25.00

3.2.6 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.
- (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



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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 30th 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.

3.2.7 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 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



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(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."

3.2.8 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.

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 Mae.Mitchell@phl.org



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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 4.2.10 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>

- 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:

Airport Purchasing Administration Unit 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



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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.**

4.2 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 Airport 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 Airport 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 PHLContracts, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. On the PHLContracts questions tab, specify if delivery is other than 30 days.

4.2.5 Liquidated Damages

Liquidated damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

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 Airport Procurement 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 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.

4.2.10 Invoices/Receipts

Successful sellers must submit timely invoices for services, supplies and/or equipment within 30 days of delivery and acceptance of the product or service by the City. Incomplete and/or inaccurate information may result in delays of invoice processing. Seller should submit invoices to the Airport's Accounts Payable Department at accountspayable@phl.org.

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)

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".

4.2.11 Minimum Wage & Benefits and Prevailing Wage

Prevailing Wage **not** applicable to this Invitation and Bid.

4.3 Price Increase or Decrease:

4.3.1 For Item 2.4.1

PARTS SHALL BE REIMBURSED BY THE CITY AT SUCCESSFUL SELLER'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + MARK-UP NOT TO EXCEED 12% (TO BE SUPPORTED BY SUPPLIER'S INVOICES).



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Successful seller must submit original supplier's invoice with their invoice(s) to the City. In no case shall Electronic Components cost exceed the actual cost from the supplier + mark-up not to exceed 12%. Successful seller may not increase (nor may supplier increase their pricing) greater than the quoted mark-up. No overhead, expenses, etc. shall apply to these parts/items cost. No additional charges will be paid by the City.

The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.

The City of Philadelphia reserves the right, solely and in its best interest, to purchase the part/item in the open, competitive market.

Note: Price decreases may be forwarded to the Airport Buyer, in writing at any time during the contract period, to include any renewal period(s).

4.3.2 For Items 2.4.2 through 2.4.5

The successful seller shall provide Electronic Test/Measure Equipment 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).

The successful seller may increase prices for future renewal periods provided that: notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Contact the Airport Purchasing Administration Unit (at sseairportpurchasing@phl.org) 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.

For each renewal period the price increase and/or decrease shall be based upon the percent (%) change in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for **April** of the applicable year of the renewal.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.



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Note: Price decreases may be forwarded to the Airport 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 in 4.3.2 will result in a commensurate delay in implementing the price change.

4.4 Seller 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.

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

NOTE: Seller must enter the estimated expenditures \$34,000.01 as the Unit Cost and enter the mark-up as a negative discount for line item 2.4.1.