REQUEST FOR PROPOSALS
for
Aircraft Deicing Facility Operations and Maintenance
for
THE CITY OF PHILADELPHIA

Issued by:
THE CITY OF PHILADELPHIA (“City”)
Philadelphia International Airport (“Airport”)

Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time, on March 9, 2016.

Mandatory RSVP Date for Pre-Proposal Meeting and Site Visit: January 29, 2016
Mandatory Pre-Proposal Meeting and Site Visit:
Date: February 3, 2016
Time: 9AM – 12PM
Location: Philadelphia International Airport, Administrative Offices, Terminal D, Third Floor

Jim Kenney, Mayor
Chellie Cameron, CEO Philadelphia International Airport
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I. Project Overview

A. Introduction/Statement of Purpose

The City of Philadelphia (“City”), Department of Commerce, Division of Aviation (“Aviation”) seeks qualified Applicants (“Applicant(s)”) to provide aircraft deicing services to operate, manage and maintain the Deicing Facility at Philadelphia International Airport (“PHL” or the “Airport”) during both precipitation and non-precipitation deicing events. The City intends to enter into a license agreement(s) with the successful Applicant.

B. Department Overview

The City administers the day-to-day operations of the Airport through Aviation, under the direction of its Chief Executive Officer (“CEO”). The Deputy Director of Aviation, Operations and Facilities, or their designee, will manage the work performed by the Applicant(s).

The name, address, and contact information for the City's Primary Contact for this RFP is as follows:

Mr. Alec Gever
Philadelphia International Airport
Terminal D/E 3rd Floor – Executive Offices
Philadelphia, PA 19153
Alec.Gever@phl.org

C. Project Background

1. Philadelphia Airport System:

PHL is the only major airport serving the 6th largest metropolitan area in the United States. The Airport is classified by the Federal Aviation Administration (“FAA”) as a large air traffic hub. A large hub is defined by the FAA as a community that enplanes 1.0% or more of the total passengers enplaned on certificated airlines in the United States. According to data reported by Airports Council International – North America, PHL was ranked the nineteenth busiest airport in the United States, serving 30.7 million passengers in Calendar Year 2014, and was ranked the twelth busiest in the nation based on aircraft operations (take-offs and landings). Origin-destination traffic for Calendar Year 2014 accounted for approximately 57% of annual passengers, with the remaining 43% being passengers who connected between flights. General information may be viewed at the Airport website www.phl.org. Monthly statistics detailing passenger traffic...
and aircraft operations may be viewed at the Airport’s Activity Reports [www.phl.org/Business/ReportsPlans/Pages/activityReports.aspx](http://www.phl.org/Business/ReportsPlans/Pages/activityReports.aspx).

During 2014, an average of 29 tenant airlines served the airport and provided an average of 563 daily departures to 130 destinations, including an average of 60 daily departures to 40 international destinations.

The Airport serves residents and visitors from a broad geographic area that includes eleven counties within four states: Pennsylvania, New Jersey, Delaware and Maryland. The Airport is easily accessible by car and public transportation. The Airport is directly linked to ramps from Interstates 95 and 76 and the SEPTA Airport Rail Line provides direct service to and from Center City Philadelphia, from stations located at all terminals. The Airport system consists of the following:

a. **Philadelphia International Airport:**
   - **Land:** Approximately 2,394 acres located partly in the Southwestern section of the City and partly in the Northeastern section of Delaware County, about 7.2 miles from Center City Philadelphia.
   - **Runways:** The Airport’s runway system consists of parallel Runways 9L-27R and 9R-27L, crosswind Runway 17-35, commuter Runway 8-26, and interconnecting taxiways.
   - **Terminal Buildings:** The Airport consists of approximately 3.3 million square feet between Terminals A-West, A-East, B, C, D, E and F. Terminal buildings principally include: ticketing areas, passenger holdrooms, baggage claim areas and approximately 170 food, beverage, retail, and service establishments.
   - **Other Buildings and Areas:** The Airport is host to six (6) active cargo facilities, an American Airlines aircraft maintenance hangar, and a former United States Postal Service building located at the Western end of the Airport.
   - **Outside Terminal Area:** The Airport is host to a 400-room hotel, seven (7) rental car facilities, a 150-vehicle cell-phone lot, two (2) employee parking lots containing 4,200 spaces, and five (5) parking garages and surface lots offering a total of 18,940 vehicle spaces, separately operated by the Philadelphia Parking Authority.

b. **Northeast Philadelphia Airport (“PNE”):**
   - PNE is located on approximately 1,126 acres situated within City limits, ten (10) miles Northeast of Center City Philadelphia. PNE serves as a reliever airport for PHL and provides for general aviation, air taxi, corporate, and occasional military use. The airport currently has no scheduled commercial service. There are presently 85 T-hangars, nine corporate hangars and six open hangars for general
aviation activities. There are approximately 190 general aviation aircraft based at PNE.

2. Deicing Facility:

Aviation completed a Deicing Facility at the Airport in 2002. The major functions of the PHL Aircraft Deicing Facility are to control aircraft onto and off of deicing aprons, deice aircraft during the precipitation and non-precipitation deicing events, to remove frozen precipitation from aircraft using approved FAA procedures and to collect, store remove and disposal of spent aircraft deicing fluids. During this process, data is collected for various municipal, state and federal agencies. When completely operational, the Deicing Facility can accommodate aircraft deicing services to substantially deice all jet aircraft operating at the Airport, except United Parcel Service (“UPS”). General Aviation and
commuter carriers are not required to use the Deicing Facility, although General Aviation aircraft may use the deicing facility, as do commuter flights other than American Eagle.

a. Aircraft Deicing Aprons and Booms

- Two (2) concrete aprons, one west of Taxiway Z and one east of Taxiway Z.
- Facility capable of capturing all spent deicing fluid from both aprons.

1) Deicing Apron West of Taxiway Z

- Seven (7) aircraft deicing positions;
- Currently equipped with 12 deicing booms capable of deicing six (6) aircraft simultaneously;
- Apron designed for a maximum of 20 deicing booms at full build-out, capable of deicing seven (7) aircraft simultaneously;
- Deice aircraft with Type I glycol, Type IV glycol, forced air, and water;
- Booms consist of telescopic arm mounted to a boom pedestal with an enclosed operator cab mounted on outer end of the telescopic arm;
- Boom system fed by a high pressure underground piping system; and
- Each boom location has the ability to load deicing trucks, if needed.

2) Overflow (Cargo Apron) Deicing Apron East of Taxiway Z

- One (1) position for large aircraft.
- Room to deice aircraft with deicing trucks.

b. Aircraft Deicing Facility Buildings

1) Deicing System Control Building

- Operators located in this building control the flow of aircraft into and out of the deicing pad;
- Operators communicate with pilots and deicing boom operators; and
- All deicing operations and fluid mixtures are monitored and controlled (deicing fluid concentration is based on weather conditions and pilot requests).

2) Pump House (see description under Glycol Delivery System)

3) Motor Control Center

4) Glycol Wastewater Lift Station Control Building

- The Control Building is the location of the glycol wastewater lift station, controls, and equipment.

5) Wastewater Pump House
The Wastewater Pump House is the location of a storage tank, discharge pumps, and controls.

6) Electrical Substation

- Transformers feed power to each boom.

c. Glycol Delivery System

1) Storage Tanks and Transfer Facilities

- Five (5) above ground Type I glycol storage tanks with a total capacity of 150,000 gallons;
- Two (2) above ground Type IV glycol storage tanks with a total capacity of 60,000 gallons;
- One (1) above ground diesel fuel storage tank with a total capacity of 10,000 gallons;
- One (1) above ground water storage tank with a total capacity of 2,000 gallons; and
- Truck loading is possible at the Storage Tank and Transfer Facility.

2) Pump House

- The Pump House encloses mechanical and electrical equipment used for pumping and distributing Type I glycol, Type IV glycol, water, compressed air, and diesel fuel to the deicing equipment enclosures.

3) Deicing Equipment Enclosures

- The Deicing Equipment Enclosure is located next to each boom, the deicing equipment enclosures contain Type I glycol and water blenders, boom hydraulic
systems, diesel fuel heaters for heating deicing fluids, electrical power systems, controls, and communications equipment.

d. **Glycol Recovery System**

- The deicing apron stormwater drainage system captures glycol laden runoff; which is directed to two diversion chambers, one for each deicing apron;
- Concentrations of glycol laden runoff is evaluated by two Total Organic Compound (“TOC”) test stations, one for each deicing apron;
- Runoff with concentrations lower than 5,000 ppm is directed by the diversion chambers to the storm sewer system;
- Runoff with concentrations greater than 5,000 ppm is directed by the diversion chambers to the glycol wastewater lift station;
- The glycol wastewater lift station has three submersible centrifugal pumps with a peak discharge capacity of 11,400 GPM and a wet well volume of 34,600 gallons;
- The glycol wastewater lift station transfers glycol laden runoff to two above ground bolted-steel 550,000 gallon wastewater storage tanks with a total storage capacity, 1,100,000 gallons;
- Wastewater is discharged from the wastewater storage tanks in to two wastewater pumps located in the Wastewater Pump House;
- Wastewater can be discharged to the sanitary sewer system or in to tanker trucks;
- The concentration in the wastewater storage tanks is closely monitored; discharge from the wastewater storage tanks into the sanitary sewer system is based on glycol concentrations; and
- The Philadelphia Water Department monitors discharges into the sanitary sewer system.

e. **Electronic Systems**

- Harris (Ops View) systems, which keeps the database of deicing operations. All information entered by the operators as well as the data sent from the AIG system are collected by the Harris (Ops View) database. Note: Harris (Ops View) system extends into US Airways ramp tower by Terminal A.
- Advanced Integration Group (AIG) system, which gathers data from the glycol delivery system and relays such to Harris (Ops View) system. AIG system also controls the pumps and valves for the glycol delivery system.
- AVTEC System, which is the interface between various communications systems.
- Communications systems including telephone, intercom and radio devices, included radio-recording devices and six base transmitters.
- Wastewater recovery computer system and PLC and sensors. The computer is connected to PLCs at various locations on-site that control the recovery system as
well as collected data on fluid levels in the waste water tanks, the type I tanks, the type IV tanks and the diesel tank.

- Airfield Lighting Control System (ALCS), which includes 2 computers and a PLC.
- The Harris (Ops View) system, AIG system and the ALCS system are connected and communicate on a single Ethernet network. AIG system also has an Ethernet network that connects the PLCs in each enclosure and in the pumphouse and the main computer in the icehouse.
- Pelco CCTV System consisting of five (5) Pelco Espirit PTZ cameras, 9740 Matrix bay, seven (7) monitors and all associated equipment.

D. Request for Proposals

Aviation is soliciting proposals from experienced and qualified Applicants with a minimum of ten (10) years of recent, direct and relevant aircraft deicing operations and maintenance experience at major airports. The successful Applicant will complete tasks related to the operation and maintenance (O&M) of the Deicing Facility as described in Section II, Scope of Work.

E. General Disclaimer of City

This RFP does not commit the City to award a contract (“contract” or “license agreement”). This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with, or making oral presentations to the City if so requested.
II. Scope of Work

A. Project Details

Aviation’s objective is for the successful Applicant to provide all O&M services for the Airport’s Deicing Facility. The Applicant’s proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable Aviation to achieve the objective.

This Section II states requirements for the project, including the services and the tangible work products to be delivered, and the tasks Aviation has identified as necessary to meet those requirements. Aviation reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.

B. Services and Tangible Work Products

1. Services

Aviation requires at least the services listed below, including the specific tasks and work activities described. Applicant’s proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives. Typical assignments may include, but are not limited to, the following:

a. Provide all labor, materials, supplies, fuel, equipment, tools, and qualified personnel required to maintain and operate the Deicing Facility, and to monitor, collect, store,
remove and dispose of all spent aircraft deicing fluid from the Deicing Facility, including hazardous substances.

b. Purchase all FAA-certified propylene glycol and select a manufacturer for the glycol, to be used in operating the Deicing Facility.

c. Order, receive, store, and manage the inventory of glycol solution.

d. Provide to airlines using the Deicing Facility, on a timely basis, fair and equitable deicing services, including the quantities of glycol that they require for the purpose of deicing aircraft.

e. Maintain the Deicing Facility in good working order such that the Deicing Facility is capable of performing operations according to the standards outlined in the Operating Manual and record all maintenance in a log for that purpose.

f. Inspect, operate, maintain, and repair the Deicing Facility, including all present and future improvements and additions thereto, in order to keep the Deicing Facility (1) in good, safe, and efficient operating condition and repair, (2) in sanitary condition, (3) in compliance with all applicable government laws, rules, regulations and permits, and (4) in compliance with all directives and applicable rules established by Aviation.

g. On a regular basis, inspect the metering devices used to monitor glycol usage to ensure such devices are accurate.

h. Provide a mechanism for the storage, disposal and/or recycling of spent aircraft deicing fluid to comply with the requirements of the National Pollution Discharge Elimination System (“NPDES”) permits and the Philadelphia Water Department. This operation must be performed in an expeditious manner.

i. Remove, dispose of and properly account for all waste and hazardous materials generated by the successful Applicant’s maintenance, operations and activities at the Deicing Facility. The successful Applicant may propose alternative methods of disposal for the City’s consideration.

j. May be required to perform the required monitoring, sampling and testing of the spent aircraft deicing fluids to be sent from the storage tanks at the Deicing Facility to the City’s sanitary system, and such other sampling, testing and documentation of
these activities as is required by Aviation or pursuant to the requirements of any permits issued to the City for the operation of the Deicing Facility.

k. Remove snow, ice, contaminants and obstructions from the deicing pads to ensure the safe and efficient movement of aircraft through the Deicing Facility in coordination with Aviation’s rules and regulations.

l. Provide standby deicing trucks to ensure that the successful Applicant meets Aviation’s deicing requirements.

m. Maintain and provide preventive maintenance on all electronic systems, including, but not limited to Harris (Ops View), Honeywell Airfield lighting Control System (ALCS), CCTV System, AVTec, intercom, radio systems and recording and logging systems per manufacturer recommended preventive maintenance schedules.

2. Tangible Work Products

Aviation requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose additional or revised tangible work products, but should explain why each is necessary to achieve the project objectives.

a. Record the amounts of all glycol received and disbursed in the course of operating the Deicing Facility. The successful Applicant’s records should include the type of glycol and dates of receipt as well as, the times and dates of disbursement.

b. Meter and record the gallons of glycol used to deice each user’s aircraft. The successful Applicant will use, whenever possible, the automated metering capabilities of the deicing system and will have back-up contingencies in the event that the computer system fails or if glycol is applied by truck.

c. Promptly provide daily and monthly reports, as needed, to document the volumes and times of both deicing fluid dispensed and glycol/storm water collected for discharge. This data is required for compliance with the NPDES and PWD permits.

C. Hours and Location of Work

The successful Applicant is expected to be onsite at PHL’s Deicing Facility during both precipitation and non-precipitation deicing events and in accordance with air carrier flight schedules. Typical hours are 5:00 AM to 12:00AM.

D. Monitoring; Security

By submission of a proposal in response to this RFP, Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City, and with all
security policies and requirements of the City and the Transportation Security Administration (“TSA”). Applicants are required to comply with Section 7 of the Airport Rules and Regulations regarding Airport Security. To review Section 7, contact Airport Security at 215-937-5452. The Applicant’s personnel will be required to display in full view a specific identification badge to be issued by Aviation. Background checks of personnel will be required. Background checks, fingerprinting ($32), and badging ($33) costs for each employee are the responsibility of the Applicant. In the event that the Applicant is privy to any Airport security information, the Applicant and all of its personnel and subcontractors (if any) shall be subject to Title 49 Code of Federal Regulations (CFR) Part 1520. Security will be maintained in accordance with TSA Regulations under the provisions of 49 CFR 1542. Failure to comply with the City’s and TSA’s rules and regulations shall be a material breach to the contract and, in addition to all other rights and remedies of the City under the contract, at law or in equity, the City shall be entitled to terminate the contract without liability to the City, and upon such termination, the Applicant shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

E. Reporting Requirements

The successful Applicant’s reporting responsibilities will include but not be limited to:

1. Reporting the amounts of all glycol received and disbursed in the course of operating the Deicing Facility, including the type of glycol and dates of receipt and times and dates of disbursement;

2. Reporting the gallons of glycol used to deice each user’s aircraft;

3. Submitting, on a yearly basis, an independent audit report of actual Deicing Facility costs, fees collected and glycol usage during the season for approval by the City; and

4. Other reporting as necessary.

F. Specific Performance Standards

The Deicing Facility was developed by the City to meet the environmental requirements of the Commonwealth of Pennsylvania Department of Environmental Protection (“PaDEP”). The successful Applicant will be required to comply with, and shall cause its employees, subcontractors and agents to comply with, all federal, state and local laws, including all environmental laws and permits for the collection, removal and disposal of all spent aircraft deicing fluids and hazardous substances.

The following is also required:

1. In conjunction with Aviation staff, prior to the start of the 2016-2017 deicing season, prepare an operations manual that will set guidelines for the operation and maintenance
of the Deicing Facility. These guidelines shall be revised as appropriate prior to the start of each succeeding season.

2. Work with Aviation to establish standards and specifications for the propylene glycol used in the operation of the Deicing Facility.

3. Be responsible for compliance with any applicable environmental laws, rules, and regulations, and for securing and filing (in conjunction with Aviation) all necessary permits, licenses, and documents related to the maintenance and operation of the Deicing Facility.

4. Comply with good industry practices and any and all applicable Advisory Circulars prepared and distributed by the FAA or other governmental agencies that relate to the maintenance and operation of aircraft deicing facilities at airports.

5. Successful Applicant will ensure Occupational Safety and Health Act (“OSHA”) compliance by all employees and their subcontractors.

G. **Cost Proposal/Compensation**

The City shall not be liable for any payment to the selected Applicant for its exercise of the privileges granted under the resultant License Agreement or any services provided or activities conducted at the Deicing Facility. The successful Applicant shall have the right to charge each user of the Deicing Facility a reasonable fee for the provision of deicing services pursuant to the License Agreement.

The following administrative tasks and cost management are required:

1. Execute agreements for deicing services between the successful Applicant and all airlines operating at PHL who will be using the Deicing Facility.

2. Develop “Cost Methodology”: It is expected that each Applicant will include a suggested methodology in its proposal. The actual methodology used will be determined during the licensing agreement negotiation period. A deicing fee schedule will be set to ensure that
Deicing fee revenues will equal the costs of the system. The Deicing Facility costs will be defined to include:

a. Annual maintenance and operation costs of the Deicing Facility including purchase price of glycol and the cost of collection, storage, removal and disposal of spent aircraft deicing fluid.

b. Amortization of certain Deicing Facility “fit out” costs, including monitoring and control equipment requiring major upgrades, if required, and vehicles.

c. Removal and disposal of waste and hazardous substances generated from the maintenance, activities and operations at the Deicing Facility.

d. Applicant’s management fee.

The annual debt service costs of developing the Deicing Facility infrastructure will not be a component of the deicing fees. Total costs will be borne by the Deicing Facility and all costs will be recovered by Deicing Facility users. The deicing fee schedule will be set at the start of each deicing season upon the approval of Aviation, and modified, if needed, during the course of the season. The actual deicing fees for the season will be recalculated at the end of the season based on actual costs and usage. The amount by which airlines using the system underpay or overpay will be reconciled at the end of each deicing season.

3. Develop and maintain a financial management system that will be used to: analyze the costs of maintaining and operating the Deicing Facility; determine fees for deicing services; invoice the airlines using the Deicing Facility; recalculate fees annually (or more frequently, if needed); reconcile fees collected with Deicing Facility costs; and all financial tasks needed for managing costs during the term of the license agreement.

4. Submit, on a yearly basis, an independent audit report of actual Deicing Facility costs, fees collected and glycol usage during the season for approval by the City.

5. The successful Applicant shall dispose of the spent glycol/water mixture in the most economical and legal manner. In order to provide the most cost effective service to the air carriers, the successful Applicant shall enter into agreement with the PWD for payment of all costs associated with discharge of spent fluids into the public sanitary sewer system as an alternate disposal means.

6. Aviation is the permittee for the NPDES and the successful Applicant will be the permittee for the PWD discharge permits, so it is essential that the successful Applicant maintain the spent glycol/water mixture, at the lowest inventory levels possible to assure compliance with Aviation’s NPDES permit and avoid discharge to the Delaware River. Direct discharge to the river is a permit violation and as such, the successful Applicant shall be responsible for any fines levied by PaDEP for such discharge. Therefore, the successful Applicant shall develop a fluid disposal plan that will assure Aviation that the total amount of fluid stored shall not exceed 75% of the total storage capacity at anytime. As a result, it may be required to employ various disposal methods taking into account
future weather predictions and current capacity status. Should Aviation determine that these limits will be exceeded, Aviation shall notify the successful Applicant of its intent to discharge the spent fluids into the public sanitary sewer system without consideration of glycol concentration levels.

H. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant’s proposal. Aviation expects the following with respect to the successful Applicant’s organizational structure and personnel:

1. The successful Applicant’s experience must include, at a minimum, applications with complex mechanical deicing facilities including storage tanks, pumps, glycol delivery and disposal systems, and computerized control systems. This experience must be quantified and described in the proposal and substantiated by references. Aviation shall consider the demonstrated experience, skills, and quality of services. The Applicant’s team must have experience in:
   a. Maintaining and operating high-pressure deicing delivery systems.
   b. Maintaining electrical and mechanical control of fluid pumping systems for distribution to deicing booms and mixing systems.
   c. Maintaining automated deicing systems while effectively and efficiently managing aircraft flow during adverse weather conditions.
   d. Management of the storm water collection and diversion system including collection, storage, removal and disposal of storm water and spent aircraft deicing fluid during the deicing activity and to provide documentation of the type and format necessary to comply with the requirements of Aviation’s NPDES permit for storm water discharges and Philadelphia Water Department (“PWD”) permit for discharge of wastewater from the airport deicing operation to the City sanitary sewer system.

2. Applicants shall be thoroughly familiar with FAA standards and environmental requirements, and have a working knowledge of FAA advisory circulars. The Applicants must also be certified by the FAA to perform the services described in this RFP or demonstrate the capability to be certified by the FAA when required by the City.

3. All subcontractors will be subject to approval by the City, in the City’s sole discretion. Prior to execution of the Agreement(s), the successful Applicant(s) will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Applicant(s) shall itself be solely responsible for the performance of all work set forth in any agreement resulting from the RFP, and for compliance with the price and other terms provided in the Agreement. The successful Applicant(s) shall cause the appropriate provisions of its proposal and the Agreement to be inserted in all subcontractor agreements.
III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant. The Applicant must submit one (1) signed original, and seven (7) copies to the City’s Primary Contact for this RFP as listed in Section I.B in printed “hard copy” format by the deadline specified in Section IV.A, Procurement Schedule. Submission by facsimile, by electronic mail or by any form of unauthorized communication will not be accepted. The “hard copy” proposal is to be submitted on 8½" x 11" paper with comb-style, coil or spiral binding. Limit your proposal, including all attachments, to one volume, less than one (1) inch thick. In addition, a virus-free and fully functioning flash drive or CD-ROM with the entire proposal must be submitted. Please prepare and plan accordingly to ensure a timely submission of your proposal.

The proposal is to contain the following tabbed and indexed sections in the order indicated:

1. Cover Letter: Signed by the person authorized to issue the proposal on behalf of the Applicant;

2. Table of Contents;

3. Introduction/Executive Summary: Provide an overview of the services being sought and proposed scope of services. The Executive Summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team and a summary of the proposed approach to the work. This section should highlight aspects of this proposal, which make it superior or unique in addressing the needs of PHL;

4. Applicant Profile: Provide a narrative description of the Applicant itself, including the following:
   a. Applicant’s business identification information, including:
      - Name and title of individual submitting the proposal;
      - Name of company;
      - Company office address;
      - Website address;
      - Federal taxpayer identification number or federal employer identification number;
      - Number of employees; and
      - Daytime phone number, fax number and email address; and
   b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
   c. A description of Applicant’s business background, including, if not an individual, Applicant’s business organization (corporation, partnership, LLC, for profit or not for
profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant’s business organization that Applicant deems pertinent to this RFP. If a corporation, provide the date and state of incorporation and the name(s) and professional address(es) of those authorized to negotiate for the Applicant. If a partnership, provide the date, type of partnership, and list each general partner owning more than five percent of the partnership. If a joint venture, provide the date of organization and the location where the agreement is recorded, and the names, addresses and percentages of ownership. The Applicant shall provide evidence that it is authorized to engage in business transactions in the Commonwealth of Pennsylvania or provide assurance that it will obtain such authority upon award;

d. State the number of years that the Applicant has operated under its current name and any former names under which the Applicant has operated, and the years those names were in use; and

e. Advise if Applicant has ever been barred from any City or any municipal programs; and

5. **Project Understanding:** Provide a brief narrative statement that confirms Applicant’s understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant’s business experience will benefit the project;

6. **Statement of Qualifications; Relevant Experience:** Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements. Provide information on quality monitoring programs that the Applicant has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs. The Applicant must also include the names and addresses of all facilities where the Applicant maintained deicing facilities substantially
similar in size to PHL during the previous ten (10) years. Please provide for each facility:

a. Name of the Owner;

b. Description of services provided;

c. Dates the Applicant provided the services;

d. Annual contract value;

e. Management fees or other compensation; and

f. Point of contact for each facility (name, address and telephone number); and

7. **References:** Provide at least three (3) references, preferably for work assignments, within the last five (5) years, similar in scope and nature to the types of services listed in Section II. The contact information should include:

a. Name and title of reference;

b. Name of company/agency;

c. Company address, phone and fax numbers; and

d. Email address for the individual contact person, not the company generic address/website (using PHL employees is prohibited); and

8. **Staffing Plan:**

a. Provide Organizational Chart for proposed team, identify key team members, define where work will be performed;

b. A listing of the staff members for the prime Applicant and each subconsultant who are expected to be assigned to work under this contract, with title and description of each person’s duties (The list should clearly indicate the Airport’s contact and measures taken to maintain client service continuity and satisfaction. The list will also include specific owners and officers and/or partners authorized to bind the company to the provisions of the proposal.);

c. Resumes of all key staff listed for the prime Applicant and sub consultants and other commitments of key staff; and

d. Attach any professional registrations and/or certifications of applicable proposed staff; and

9. **Proposed Subcontractors:** State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named
subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this RFP, Applicants must inform them of the City’s minimum wage and benefits requirements and must require them to comply with such requirements (see Section III.E and Section III.F for more information);

10. **Cost Proposal:** Provide a proposed cost methodology describing, in detail, how the Applicant plans to charge the airlines that use the Deicing Facility. Include a listing of the anticipated costs of providing deicing services (labor, materials, equipment, etc.), the means for determining its fee, procedures for invoicing the airlines, methods for reconciling the fees charged with costs incurred at the end of each year, and any other relevant cost information for providing these services;

11. **Administrative Documents:**

   a. **Requested Exceptions to Contract Terms:** State exceptions, if any, to the City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language (see Section III.B for more information);

   b. **Office of Economic Opportunity – Solicitation for Participation and Commitment Form/Diversity Report of Nonprofit Organizations:** As a separate document, Applicants must include a completed Solicitation for Participation and Commitment Form when responding to an RFP that contains ranges for the participation of M/W/DSBES. The form is provided with Appendix B to this RFP. If Applicant is a nonprofit organization, such applicants must include a completed “Diversity Report of Nonprofit Organizations” on the form provided with Appendix B of this RFP. If the Nonprofit Organization is responding to an RFP that contains ranges, in addition to the Diversity Report of Nonprofit Organizations, it must also submit a Solicitation for Participation and Commitment Form (see Section III.C for more information);

   c. **Tax and Regulatory Status and Clearance Statement:** Include a statement in the form requested in Appendix C, attesting to Applicant's tax and regulatory compliance with the City (see Section III.D for more information);

   d. **Disclosure of Litigation; Disclosure of Administrative Proceedings:** State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant’s business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant’s performance of the work requested by this RFP, including but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state, or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any
officer, director, principal, or partner of Applicant’s organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP;

e. **Statement of Financial Capacity:** Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one (1) or more of the following:

- General statement of the Applicant’s financial condition;
- Applicant’s most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years; and
- Most recent IRS Form 990 (for non-profit organizations only); and

f. **Defaults:** Provide a description, in detail of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by the Applicant to resolve the matter. Also, provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the contact information for the individual who managed the contract for that party; and

g. **Insurance:** List all the insurance that is planned to be carried and show that the requirements of Appendix D have been met.

**B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal**

The City’s standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the License Agreement Template attached to this RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek (“Requested Exceptions”) to the Contract Terms in a separate section of the proposal entitled “Requested Exceptions to Contract Terms.” For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City’s Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in
part on whether the Applicant’s proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Office of Economic Opportunity – Participation Commitment/Diversity Reports

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City’s Antidiscrimination Policy, and is required to exercise its “Best and Good Faith Efforts” in response to the ranges specified in the Appendix B-1 portion of Appendix B, included with this RFP for participation by Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”) and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) as those terms are defined in Executive Order 03-12. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix B-1 to this RFP. Applicants are required to complete and return with their proposals the “Solicitation for Participation and Commitment” form which is included in Appendix B-1. The City encourages proposals from M/W/DSBE Applicants. M/W/DSBE Applicants, like all other Applicants, are required to submit a proposal that is responsive to the Antidiscrimination Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (i.e., MBE range, WBE range or DSBE range).

If Applicant is a nonprofit organization, Mayoral Executive Order 03-12 requires nonprofit Applicants to document their diversity policies. Applicants that are nonprofit organizations should refer to the special contract provisions and instructions attached to this RFP as Appendix B-2. Included in Appendix B-2 is the form, “Diversity Report of Nonprofit Organizations,” which should be completed and returned with proposals submitted by nonprofit Applicants in addition to the Solicitation for Participation and Commitment form.

D. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this
status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C.

If the Applicant is not in compliance with the City’s tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If an Applicant or a proposed subcontractor is not currently in compliance with the City’s tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.\(^1\) Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License\(^2\) may be made online by visiting the City of Philadelphia Business Services Portal at [http://business.phila.gov/Pages/Home.aspx](http://business.phila.gov/Pages/Home.aspx) and clicking on “Register Now.” If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

### E. Compliance with Philadelphia 21st Century Minimum Wage and Benefits Ordinance

The successful Applicant is subject to Chapter 17-1300 of the Philadelphia Code (“Philadelphia 21st Century Minimum Wage and Benefits Standard Ordinance”). Any subcontractor to the successful Applicant and any sub-subcontractor at any tier proposed to

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\(^1\) Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

\(^2\) Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.
perform services sought by this RFP, is a “Service Contractor” for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an “Employer,” as that term is defined in Section 17-1302 (more than five employees), and is among the Employers listed in Section 17-1303 of the Code, then during the term of any resulting contract, it is subject to the minimum wage and benefits provisions set forth in Chapter 17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and benefits provisions, which include a minimum hourly wage that is adjusted annually based on the CPI, health care and sick leave benefits, are mandatory and must be provided to Applicant’s employees or the employees of any subcontractor at any tier who perform services related to the City contract resulting from this RFP. Applicants and any subcontractors at any tier proposed by Applicants are strongly encouraged to consult Chapter 17-1300 of the Philadelphia Code, the License Agreement Template attached as Appendix A, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page for further details concerning the applicability of this Chapter to, and obligations it imposes on certain City contractors and subcontractors at any tier. In addition to the enforcement provisions contained in Chapter 17-1300, the successful Applicant’s failure or the failure of any subcontractor at any tier to comply (absent an approved waiver) with the provisions of Chapter 17-1300, or any discrimination or retaliation by the successful Applicant or Applicant’s subcontractors at any tier against any of their employees on account of having claimed a violation of Chapter 17-1300, shall be a material breach of any contract resulting from this RFP. By submitting a proposal in response to this RFP, Applicants acknowledge that they understand, and will comply with the requirements of Chapter 17-1300, and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this RFP. Applicants further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this RFP of the requirements of Chapter 17-1300.

F. Selection Process

This RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. Cost to the City is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price. If the City chooses to award a contract, that contract will be awarded to the Applicant whose

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3 A link to the Philadelphia Code is available on the City’s official web site, www.phila.gov. Click on “City Code and Charter,” located to the bottom right of the Welcome page under the box “Transparency.”
proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City’s best interest.

The City will base its selection on criteria that include, but are not limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves;
2. Eligibility under Code provisions relating to campaign contributions;
3. Superior quality, efficiency and fitness of proposed solution for Aviation;
4. Superior skill and reputation, including timeliness and demonstrable results;
5. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served;
6. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women;
7. Lower cost;
8. Administrative and operational efficiency, requiring less City oversight and administration;
9. Anticipated long-term cost effectiveness; and
10. Meets prequalification requirements.
### IV. Proposal Administration

#### A. Procurement Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posted</td>
<td>January 19, 2016</td>
</tr>
<tr>
<td>RSVP Date for Mandatory Pre-Proposal Meeting &amp; Site Visit</td>
<td>January 29, 2016</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting &amp; Site Visit</td>
<td>February 3, 2016</td>
</tr>
<tr>
<td>Applicant Questions Due</td>
<td>February 9, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>March 9, 2016</td>
</tr>
<tr>
<td>Applicant Interviews, Presentations</td>
<td>March 21 – 24, 2016</td>
</tr>
<tr>
<td>Applicant Selection</td>
<td>April, 2016</td>
</tr>
<tr>
<td>Commencement of Mobilization Period</td>
<td>May 1, 2016</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>August 1, 2016</td>
</tr>
</tbody>
</table>

**NOTE:** Revisions to the schedule are posted via Addendum with the original RFP documents on the Additional Opportunities website (“Additional Opportunities”): [www.phila.gov/contracts](http://www.phila.gov/contracts), choose Additional Opportunities.

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on
the City’s website at www.phila.gov/contracts (click on Additional Opportunities). The other
dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to:

Alec Gever
Alec.Gever@phl.org

no later than 5 PM on February 9, 2016, and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City’s website at www.phila.gov/contracts (click on Additional Opportunities). Responses posted on the City’s website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant 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.

C. Pre-Proposal Meeting, Site Visit, Interviews, Presentations

All Applicants must RSVP by Friday, January 29, 2016 to Alec Gever via e-mail at Alec.Gever@phl.org. Include the following for all attendees: name, date of birth and last four digits of social security number in order for Aviation to check security clearances. All attendees must bring photo identification to the mandatory site visit and will be required to pass through the TSA Security Checkpoint.

Applicants are also invited to forward any questions prior to the pre-proposal meeting/site visit to Alec Gever via e-mail at Alec.Gever@phl.org.

Aviation will hold a MANDATORY pre-proposal meeting and site visit on February 3, 2016 from 9:00 AM – 12:00 PM at Philadelphia International Airport, Executive Offices, Terminal D, 3rd Floor, Philadelphia, PA 19153.

The purpose of the meeting is to provide a networking forum for possible teaming opportunities, provide clarification of the RFP and a tour of the Deicing Facility contained under this RFP. Failure to attend the pre-proposal conference and site visit will disqualify a Applicant from consideration for the contract to be awarded by this RFP. In view of the limited facilities available for the meeting, Applicants should limit their representation to three (3) individuals per company. The pre-proposal meeting is for informational purposes only. Any answers furnished during the meeting will not be official until verified, in writing by the issuing office.

During the evaluation of proposals, interviews or oral presentations may be required from one or more Applicants. The City will advise Applicants as to the time and place for such oral presentations. The Applicant shall be prepared to discuss all aspects of the proposal in
detail. All costs of interviews and presentations, including travel, are the responsibility of the Applicant.

D. Term of Contract

It is anticipated that the initial term of the Contract shall commence on August 1, 2016 (the “Initial Term”) and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire up to twelve months thereafter, on July 30, 2017. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.
V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on Additional Opportunities with the original Opportunity Details. It is the Applicant’s responsibility to check the website frequently to determine whether additional information has been released or requested.

B. City Employee Conflict Provision

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant’s refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant’s proposal may, in the City’s sole discretion, result in rejection of Applicant’s proposal.

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<table>
<thead>
<tr>
<th>Amount of Contract or Amendment</th>
<th>For-Profit Fees</th>
<th>Non-Profit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract</td>
<td>Amendment</td>
</tr>
<tr>
<td>$0-$30,000</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>$30,001-$100,000</td>
<td>$200</td>
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<tr>
<td>$100,001-$500,000</td>
<td>$500</td>
<td>$340</td>
</tr>
<tr>
<td>$500,001-$1,000,000</td>
<td>$900</td>
<td>$520</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>$1,500</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to
collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity, the Applicant accepts and agrees to this Reservation of Rights. The term “notice of contract opportunity,” as used herein, means this RFP and includes all information posted on Additional Opportunities in relation to this “New Contract Opportunity”, including in addition to this RFP, any other document linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity: The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:
   a. to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
   b. to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
   c. to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;
   d. to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City’s best interest;
   e. to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
   f. to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City’s sole discretion, a new notice of contract opportunity for the same or similar services; and
   g. to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on Additional Opportunities.

2. Proposal Selection and Contract Negotiation: The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:
   a. to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of
contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;

b. to reject any proposal if, in the City’s sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

c. to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections a. and b. preceding, if, in the City’s sole judgment, the defect or deficiency is not material to the proposal;

d. to require, permit or reject, in the City’s sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

e. to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City’s best interest;

f. to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

g. to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City’s best interest;

h. to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

i. to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract
to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

j. to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

k. to require any one or more Applicants to make one or more presentations to the City at the City’s offices or other location as determined by the City, at the Applicant’s sole cost and expense, addressing the Applicant’s proposal and its ability to achieve the objectives of this notice of contract opportunity;

l. to conduct onsite investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

m. to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

n. to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

o. to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on Additional Opportunities.

3. Miscellaneous

a. Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

b. Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

F. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or
proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.
LICENSE AGREEMENT
FOR THE DEICING FACILITY AT
PHILADELPHIA INTERNATIONAL AIRPORT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of this _____ day of ____________, 2016 by and between the CITY OF PHILADELPHIA, a City of the First Class, acting by and through its DEPARTMENT OF COMMERCE, DIVISION OF AVIATION (hereinafter the "City"), and ____________________________, (Name of Deicing Services Provider), a ____________________________.

BACKGROUND

1. The City owns and operates the Philadelphia International Airport ("Airport") located in Philadelphia and Delaware Counties, Pennsylvania.

2. The City owns and uses certain property at the Airport known as the West Cargo City Deicing Facility located at the west end of Cargo City, south of the Cargo Ramp and west of Taxiway Z, containing approximately twenty-four and one quarter acres (24.25 acres) and the Cargo Apron located at the intersection of Taxiways J and Z, (hereinafter the “Premises”), as more fully described in the site plan, boundary and project descriptions which are attached hereto as Exhibit “A” and made a part hereof (hereafter collectively referred to as “Site Plan”).

3. The City has built and owns a Deicing Facility on the Premises, which includes a deicing pad ("Pad"), control building ("Building"), storage tanks ("Tanks"), equipment ("Equipment"), and all other items necessary to provide deicing services at the Airport ("Systems"). The Pad, Building, Tanks, Equipment, and Systems are collectively referred to herein as the “Deicing Facility.”

4. Pursuant to a publicly advertised and competitive Request for Proposals ("RFP") dated __________, the City solicited proposals for an experienced deicing provider to manage, operate, and maintain the Airport’s Deicing Facility. A copy of the RFP is attached hereto as Exhibit “B” and made a part hereof.

5. ________________ (Name of Deicing Services Provider) submitted the successful proposal attached hereto as Exhibit “C” and made a part of this Agreement.

6. ____________ (Name of Deicing Services Provider) has experience in the management, operation and maintenance of a deicing facility at a major metropolitan airport in accordance with applicable federal and state environmental requirements, including but not limited to the National Pollution Discharge Elimination System Program ("NPDES") and its regulations relating to stormwater discharges, under Federal Stormwater Regulations, 40 C.F.R. Part 122.

7. ________________ (Name of Deicing Services Provider) wishes to enter upon and use the Premises, and the City agrees to grant ________________ (Name of Deicing Services Provider) a License to enter upon and use the Premises, for the purpose of managing, operating
and maintaining the City’s Deicing Facility in order to provide Deicing Services, as defined herein, to the Airport’s Deicing Users, as defined herein, in accordance with the terms and conditions of this Agreement and the attachments hereto.

8. The City shall provide water and electric utility services required for the Deicing Facility and _____________________ (Name of Deicing Services Provider) shall provide all other utility services required for the Facility.

NOW, THEREFORE, in consideration of these promises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Preamble.** The preceding Background is hereby incorporated collectively as a material term of this Agreement, as if set forth in full.

2. **Grant of License.** Subject to the terms and conditions of this Agreement and during the Term hereof, the City grants to _____________________ (Name of Deicing Services Provider) a nonexclusive, non-assignable and revocable license to occupy the Premises, as more fully described on Exhibit “A” which is expressly incorporated herein, for the express and limited purpose of managing, operating and maintaining the Airport’s Deicing Facility, in order to provide Deicing Services, as defined herein, to the Airport’s Deicing Users, as defined herein (the “License”). It is acknowledged by the parties hereto that training in the use and operation of the Deicing Facility is included in the Deicing Services hereunder. Training by non-__________________________ (Name of Deicing Services Provider) personnel shall require the express written permission of the City. ________________________ (Name of Deicing Services Provider) shall not enter the Premises for any purpose(s) other than the provision of Deicing Services without the express written approval of the City.

3. **Term of License.**

   (a) **Term.** The term of this License and Agreement shall commence on ____________________ (“Commencement Date”), and continue until ________________ for a period not to exceed one (1) year, unless terminated earlier under the terms and conditions of this Agreement (the “Term”). Thereafter, the City, in its sole discretion, will have the option to renew the Term for three (3) additional twelve (12) month periods thereafter (each a “Renewal Term”) upon notice to the Concessionaire prior to the end of the then applicable Term or Renewal Term, as applicable.

   (b) **Termination for Convenience:** The City shall have the right to terminate this Agreement at any time for any reason, including but not limited to its own convenience. If this Agreement is terminated for the City’s own convenience, the City shall give _____________________ (Name of Deicing Services Provider) written notice of the termination date which shall not be less than thirty (30) days from the date of the notice (“Termination Date”). Upon the Termination Date, all of _____________________ (Name of Deicing Services Provider)’s rights and privileges under this Agreement shall automatically cease.
4. **City’s Rights and Title.** _______________ (Name of Deicing Services Provider) acknowledges that its privileges under this License and Agreement are granted by the revocable permission of the City, its successors and assigns. _______________ (Name of Deicing Services Provider) covenants and agrees as licensee, for itself, its successors, and assigns that the exercise of the privileges and permission granted under this Agreement shall never be deemed to be adverse to the title or possession of the Premises by the City. _______________ (Name of Deicing Services Provider) shall exercise its privileges under this Agreement in a manner, which shall not interfere in any way with the City’s title, right, use or operation of the Airport or the Premises.

5. **Construction and Intention.** This Agreement is intended and shall be a personal right or mere license granted to _______________ (Name of Deicing Services Provider). The sole relationship created between the City and _______________ (Name of Deicing Services Provider) by this Agreement is that of licensor and licensee, respectively. This Agreement is not a lease, and it shall not be construed or interpreted to create any interest in, or that runs with, the land. Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or any third party, as creating the relationships of principal and agent, or partnership, or joint venture, or landlord and tenant.

6. **Restrictions on Transfer and Successor Liability.**

   (a) _______________ (Name of Deicing Services Provider) shall not assign, sublicense or transfer this Agreement, or the rights granted herein, for any reason or to any person or entity, without the prior written approval of the City, which shall be granted or denied at the City’s sole discretion. Transfers, assignments or other dispositions shall include transfers that are involuntary or by operation of law. If _______________ (Name of Deicing Services Provider) violates any of the terms of this Section 6, the City shall immediately revoke the rights granted herein and terminate this Agreement. Notwithstanding the foregoing, the City acknowledges and agrees that _______________ (Name of Deicing Services Provider) may engage contractors and/or agents, with the written approval of the City, to take such action and/or perform such duties that are permitted or required to be performed by _______________ (Name of Deicing Services Provider) under this Agreement.

   (b) In the event _______________ (Name of Deicing Services Provider) is voluntarily or involuntarily acquired, merged or otherwise taken over by another entity, the City shall have the option, in the City’s sole and absolute discretion, to require said entity to operate the Deicing Facility and otherwise perform under the terms and conditions of this Agreement, including, but not limited to, the disposal and removal of Wastes and Hazardous Substances, as defined herein, that are generated from deicing operations and activities at the Premises, for the remainder of the contract term. The City’s option under this Section 6 is a right and not an obligation. In addition, forty-five (45) days prior to the effective date of said merger or take over, _______________ (Name of Deicing Services Provider) shall give the City advance written notice of the following:
(i) _______________ (Name of Deicing Services Provider) shall deliver to the City written notice of the proposed transfer or other disposition with appropriate documentation as to the identity of the proposed transferee, the proposed transferee’s most recent financial statements, business description of the proposed transferee, the proposed transferee’s intended use of the Deicing Facility and the Premises, and the terms and conditions of the proposed transfer; and

(ii) The resulting, surviving or transferee entity, as the case may be, shall irrevocably and unconditionally assume, by operation of law or by means of an instrument in writing which is reasonably satisfactory and delivered to the City within the above deadline, all of the obligations of _______________ (Name of Deicing Services Provider) under this Agreement, including the duty to cure any existing Event of Default, as defined herein; and

(iii) The resulting, surviving or transferee entity, as the case may be, shall be qualified to perform all of _______________ (Name of Deicing Services Provider)’s obligations under this Agreement and shall be qualified to do business in the Commonwealth of Pennsylvania.

7. **Licensee’s Access Limited.** _______________ (Name of Deicing Services Provider)’s nonexclusive access to the Premises shall be limited to Deicing Events, training and Maintenance Times, as defined in Section II of this Agreement. At all other times, the City shall retain exclusive access, control, use and occupancy of the Premises, including the Deicing Facility.

8. **City’s Right to Enter.** Nothing in this Agreement shall limit or restrict the City’s access to the Premises. The City shall have the unqualified right to enter the Premises, including the Deicing Facility, without notice, for any reason, at any time, including without limitation inspections or monitoring of _______________ (Name of Deicing Services Provider)’s activities and operations at the Premises, except that the City shall give reasonable notice of its intention to enter the pump or control houses, and provided that the City’s entry of the Premises, or any portion thereof, does not interfere with _______________ (Name of Deicing Services Provider)’s operations or the operation of the Deicing Facility hereunder. The City acknowledges that _______________ (Name of Deicing Services Provider) will have the right to accompany the City’s representatives that enter the Premises.

9. **Performance Bond.** On or before the date this Agreement is executed by _______________ (Name of Deicing Services Provider), and annually thereafter on or before October 1st of each year this Agreement is in effect, _______________ (Name of Deicing Services Provider) shall obtain and deliver to the City, at no cost to the City, a performance bond in the amount of THREE MILLION DOLLARS ($3,000,000.00), which is attached hereto as Exhibit “ _.” Such bond shall be written in a form and from such company as approved by the City and shall guarantee the faithful performance of this Agreement in accordance with the terms and conditions stated herein.

10. **Compliance with Permits and Approvals; and all Applicable Laws.**

    (a) _______________ (Name of Deicing Services Provider) shall at all times comply with the terms and conditions of all applicable permits and other approvals issued to
it for the performance of Deicing and Maintenance Services, as defined herein, and all other activities and operations at the Premises, including any such permits or approvals required for waste disposal and removal in accordance with the requirements of this Agreement, or otherwise required by the Federal Aviation Administration (hereafter “FAA”) or the Pennsylvania Department of Environmental Protection (hereafter “PADEP”) or any other governmental agency with jurisdiction, and _______________ (Name of Deicing Services Provider) shall not violate or interfere, in any way, with the City’s compliance with any permits issued to the City for the activities and operations at the Premises.

(b) _______________ (Name of Deicing Services Provider)’s conduct and operations with respect to the subject matter of this Agreement shall at all times be in compliance with Applicable Laws, including, but not limited to all applicable Environmental Laws (as hereinafter defined).

(c) _______________ (Name of Deicing Services Provider) shall be and will remain liable to the City in accordance with all applicable laws for any and all liabilities arising from damages caused by _______________ (Name of Deicing Services Provider), its officers, agents, contractors, subcontractors, consultants or employees arising from _______________ (Name of Deicing Services Provider)’s operations or activities at the Premises.

(d) Applicable Laws. For purposes of this Agreement, all applicable laws, shall include all present and future laws, ordinances, rules, regulations, orders and requirements of all federal, state and local governments, courts, departments, commissions, boards or agencies, including without limitation advisory circulars prepared and circulated by the FAA or other government agencies which relate to the maintenance and operation of airport deicing facilities, the Airport’s Rules and Regulations, and the rules and regulations of any board of fire underwriters having jurisdiction. Notwithstanding the foregoing, the City acknowledges that it may only amend the Airport’s Rules and Regulations in accordance with applicable law.

11. Definitions.

(a) Deicing User. “Deicing Users” shall be defined as those airlines, which satisfy the definition of “Air Carrier” within the Airport’s Rules and Regulations that the City has designated as users of its Deicing Facility. It is acknowledged that _______________ (Name of Deicing Services Provider), its partners, affiliates, subcontractors, licensee, or any other third party that may be Deicing Users as defined hereunder.

(b) Deicing Event. “Deicing Event” shall be defined as those times when _______________ (Name of Deicing Services Provider) is required to provide deicing services to the Airport’s Deicing Users under the terms and conditions of this Agreement.

(c) Deicing Season. “Deicing Season” shall be defined as the period between October 1 and April 30. It is acknowledged that _______________ (Name of Deicing Services Provider) will be prepared to provide Deicing Services at the Deicing Facility during the Deicing Season, but not before the effective date hereof. _______________ (Name of Deicing Services Provider) further agrees that it will make reasonable efforts to provide Deicing Services that are required outside of the Deicing Season.
(d) Maintenance Times. “Maintenance Times” shall be defined as those times when _______________ (Name of Deicing Services Provider) is required to complete Maintenance at the Premises in accordance with the terms and conditions of this Agreement and in accordance with the Maintenance Schedule approved by the City.

12. Deicing Services. In addition to the terms and provisions of the Deicing Plan, as defined herein, _______________ (Name of Deicing Services Provider) hereby covenants and agrees to provide Deicing Services to all Deicing Users at Philadelphia International Airport, in accordance with the best practices of the deicing industry, and as defined herein, subject to the execution by each such Deicing User of a contract acceptable to _______________ (Name of Deicing Services Provider) for the performance of such Deicing Services substantially in the form of Exhibit “_” hereto. Exhibit “_” may be amended from time to time by _______________ (Name of Deicing Services Provider) and adapted to particular Deicing Users with notice to the City. _______________ (Name of Deicing Services Provider)’s duties shall include, but not be limited to:

(a) Operate, manage and maintain the Deicing Facility in good, safe and efficient working order in accordance with Exhibit “_” the “Deicing Plan”, attached hereto and expressly incorporated herein, all applicable laws, and the terms and conditions of this Agreement; _______________ (Name of Deicing Services Provider) shall provide qualified personnel, supplies, materials, fuel, equipment and tools to properly deice aircraft and completely perform under this Agreement; and

(b) Dispose, remove and properly account for all “Hazardous Substances or Wastes” (as defined in Section 17(a) herein) and other wastes from deicing operations and activities at the Premises, including but not limited to propylene glycol and other waste substances generated by _______________ (Name of Deicing Services Provider)’s operations and activities at the Premises; and

(c) Document and provide other proof as reasonably required by the City, demonstrating that qualified, trained and competent _______________ (Name of Deicing Services Provider) personnel are operating, maintaining and repairing the Deicing Facility, including all deicing systems and equipment contained therein, in sufficient staffing levels to meet the City’s departure rate during all Deicing Events, and in accordance with the terms and conditions of this Agreement; and

(d) _______________ (Name of Deicing Services Provider) shall appoint a manager who shall be the point of contact for all communications with the City and capable of providing prompt responses regarding all of _______________ (Name of Deicing Services Provider)’s operations and activities under this Agreement; and

(e) Purchase and use FAA certified propylene glycol for all deicing operations in sufficient quantities and concentrations to properly deice aircraft; and

(f) Select a glycol manufacturer, order, receive, use store, and manage propylene glycol in accordance with: (i) all permit requirements for the Deicing Facility; (ii) manufacturer specifications and requirements for acquisition, use, and storage; (iii) government
requirements for propylene glycol quantities and concentrations; and (iv) additional standards and specifications developed by _______________ (Name of Deicing Services Provider) and the City; and

(g) Daily metering and recording of the amount of deicing solution disbursed for each Deicing User, the dates when deicing solution is received, the times and dates of disbursements, the type/concentration of deicing solution used, and the amount of deicing solution applied by truck; _______________ (Name of Deicing Services Provider) shall use automated metering capabilities whenever possible, and daily logs or other back up contingencies; and

(h) Daily monitoring, sampling, testing and documentation of spent deicing solution contained in the Deicing Facility’s storage tanks, the amount of deicing solution discharged to the sanitary sewer system, and all other sampling, testing and documentation required by the Division of Aviation or any permits issued to the City which relates to operation of the Deicing Facility or the discharge of fluids or stormwater from the Premises; and

(i) Develop and maintain a financial management system to analyze and manage the costs of operating and maintaining the Deicing Facility, which shall include deicing fee calculations, bimonthly invoices (itemizing the amount and cost of deicing solution, services provided to each Deicing User, and the application time for each user), fees collected from each Deicing User, annual reconciliation of collected fees with Facility costs, and if appropriate, the annual recalculation of deicing fees; and

(j) Continuous, year round inspection, maintenance, preventative maintenance and repair of the Deicing Facility by trained personnel, in accordance with the City’s maintenance standards (“Maintenance Standards”) which are expressly incorporated herein and attached hereto as Exhibit “_”, including without limitation all of the Deicing Facility’s electronic systems; and

(k) Compliance with the deicing procedures in the Letter Agreement between the City and the Philadelphia Tower dated December 1, 2014, which is expressly incorporated herein and attached hereto as indicated in Exhibit “_” or the latest version thereof which has been executed by the City; and

(l) Compliance with Industrial Wastewater Stormwater NPDES Permit No. PA0056766 (hereafter “Stormwater Permit” or “IW NPDES Permit No. PA0056766”), and Amendment No. 1, thereto, issued April 13, 2000 and effective May 1, 2000 (hereafter “Amendment No. 1”) to the City and any renewals or subsequent amendments thereto, which are expressly incorporated herein, it being acknowledged, without relieving _______________ (Name of Deicing Services Provider) of its duty of compliance, that the acquisition and maintenance of any such permits, including the foregoing, are necessary for the operation of the Deicing Facility and the City’s ability to enter into this Agreement, and will be the City’s sole responsibility; and
(m) Compliance with all other applicable federal, state and local rules, regulations and permits, including but not limited to, FAA rules, regulations and advisory circulars; Pennsylvania Department of Environmental Protection rules, regulations and permits; local requirements, including but not limited to the City of Philadelphia Water Department Industrial Wastewater Discharge Permit No: PHIL02911122TD issued to the Department of Commerce, or any renewals or subsequent amendments thereto, or other local permits, City ordinances, the Code of Tinicum Township, the Airport’s Rules and Regulations; and the requirements of other governmental agencies, which relate to the operation and maintenance of aircraft deicing facilities, or the disposal and removal of waste from deicing operations in accordance with the requirements of this Agreement; and

(n) Application of a quality control program ensuring that Deicing Services are provided in a first class manner, in compliance with the best practices of the deicing industry, and consistent with the operation of similar facilities at other major metropolitan airports, including but not limited to the inspection of the Deicing Facility and the metering devices used to monitor deicing solution usage to assure that such devices are accurate; and

(o) Provide a methodology for the storage, disposal and/or recycling of spent aircraft deicing fluid in the most economical and legal manner in compliance with this Agreement and the requirements of: (i) the City’s NPDES permits; (ii) a Fluid Disposal Plan developed by _______________ (Name of Deicing Services Provider) that will assure the total amount of deicing solution stored does not exceed 75% of total storage capacity; and (iii) a compliance Agreement between _______________ (Name of Deicing Services Provider) and the Philadelphia Water Department (“PWD”) for payment of all costs associated with the alternate disposal of spent fluids by the City into the sanitary sewer system; and

(p) Fair, equitable and timely Deicing Services, as defined herein, for all Deicing Users, including standby deicing trucks in the event the Deicing Facility is not completely operational; in consultation with the City, _______________ (Name of Deicing Services Provider) shall be permitted to establish impartial rules for determining which aircraft will be serviced, when service is desired by too many aircraft operators simultaneously; and

(q) Prepare and submit to the City all completed daily, monthly, annual and other reports required by this Agreement, including without limitation: (i) maintenance logs; (ii) an annual independent audit of actual Deicing Facility costs, fees collected and glycol usage during the deicing season; (iii) an annual statement within sixty (60) days of the end of each deicing season certifying that all required maintenance and repairs have been performed by _______________ (Name of Deicing Services Provider) (or its approved contractor or subcontractor); and (iv) all other records required by this Agreement; and

(r) Inspection and testing of all deicing systems and equipment, before the Deicing Season begins and in sufficient time to ensure that the Deicing Facility is in proper, safe and efficient working order for the Deicing Season; and

(s) Attendance by _______________ (Name of Deicing Services Provider)’s management and technical personnel at meetings with the City, airline representatives,
suppliers, and as otherwise required by the City, to maintain the orderly and efficient operation of the Deicing Facility; and

(t) Removal of snow, ice, contaminants, and obstructions from the Deicing Facility, including the deicing pads to ensure the safe and efficient movement of aircraft through the Deicing Facility.

(u) The failure to provide Deicing Services as provided in this Section 12 shall result in an Event of Default for which the City may exercise any of the remedies that are available at law, in equity, or as set forth in this Agreement.

13. **Deicing Operations Manual.** Prior to the start of the 2016-2017 Deicing Season, the parties agree to develop a Deicing Operations Manual as a joint effort between the City and _______________ (Name of Deicing Services Provider) which shall identify quality control standards for the Deicing Facility, and the methods and procedures, including computer data, used in performing maintenance, operations and management of the Deicing Facility, which may be amended from time to time by the City and shall become the property of the City. The parties hereto will work together to maintain and update the Deicing Operations Manual as needed from time to time.

14. **Fees and Costs.**

(a) _______________ (Name of Deicing Services Provider) shall have the right to charge each Deicing User a fee for the provision of Deicing Services as reasonably determined by _______________ (Name of Deicing Services Provider) for its pro rated share of _______________ (Name of Deicing Services Provider)’s reasonable and actual costs of providing Deicing Services plus “other charges” approved by the City. _______________ (Name of Deicing Services Provider)’s reasonable actual costs and approved charges shall constitute the “Deicing Fee” and shall be calculated and based upon the formula set forth in Exhibit “_” attached hereto and expressly incorporated herein. It is acknowledged and agreed that such fees may be adjusted, in accordance with the requirements for City approval under the provisions of this Agreement, including Exhibit “_” attached hereto.

(b) _______________ (Name of Deicing Services Provider) shall provide all Deicing Users with timely statements establishing the costs and expenses that _______________ (Name of Deicing Services Provider) has incurred in providing Deicing Services and stating how the Deicing Fee was calculated.

(c) In the event a dispute shall arise concerning payment of the Deicing Fee between _______________ (Name of Deicing Services Provider) and one or more of the Deicing Users, _______________ (Name of Deicing Services Provider) shall give the City and the Deicing User five (5) days notice of its intention to discontinue service to said Deicing User. Thereafter, _______________ (Name of Deicing Services Provider) may discontinue service in accordance with Exhibit “_”.

(d) On or by June 30th of each year, _______________ (Name of Deicing Services Provider) shall submit to the City a written statement certified by an officer of the company and an annual audit report certified by an independent certified public accountant
stating that: (i) all Deicing Fees charged and collected by _____________ (Name of Deicing Services Provider) are accurate and complete and were made in accordance with the terms and conditions of this Agreement, including Exhibit “_” attached hereto; and (ii) reconciling the total amount of Deicing Fees charged by _____________ (Name of Deicing Services Provider) per Deicing User during the Deicing Season with the amount of deicing solution actually used by each User. Upon its request and at the City’s sole discretion, _____________ (Name of Deicing Services Provider) shall provide a certified written statement of the above on or by June 30, whichever is earlier. Said statement shall be prepared by an independent certified public accountant at no cost to the City. In the event said statement shows that a Deicing User has paid fees, which exceed the amount of deicing solution used, _____________ (Name of Deicing Services Provider) shall give the Deicing User a full credit, equal to the amount of the excess fees, which will be applied to the cost of deicing services for the next Deicing Season. If the term of this License Agreement is not renewed for the next Deicing Season, _____________ (Name of Deicing Services Provider) shall pay the Deicing User the full amount of the excess fee. If the statement shows that a Deicing User has underpaid fees for the amount of deicing solution used, _____________ (Name of Deicing Services Provider) shall be solely responsible for collecting any unpaid fees in accordance with the terms of this Agreement.

(e) The City shall not be liable for any payment to _____________ (Name of Deicing Services Provider), for its exercise of the privileges and permission granted under this Agreement, or for any other activities by _____________ (Name of Deicing Services Provider) at the Premises. Collection of Deicing Fees from Deicing Users shall be the sole and exclusive responsibility of _____________ (Name of Deicing Services Provider). Except as provided in subparagraph (c) above, the City acknowledges that _____________ (Name of Deicing Services Provider) may refuse Deicing Services to Deicing Users that owe _____________ (Name of Deicing Services Provider) for the provision of Deicing Services hereunder. _____________ (Name of Deicing Services Provider) agrees that it shall not refuse service to any Deicing User without giving at least five (5) days advance notice to said User and the City.

15. **Books and Records; Audit.** _____________ (Name of Deicing Services Provider) shall keep full and complete books of account and other records relating to the provisions and requirements of this Agreement, including _____________ (Name of Deicing Services Provider) activities and operations at the Premises (“Records”) and in doing so shall comply with all minimum procedural requirements prescribed by the City. The City, through its duly authorized representative shall have the right to inspect and audit _____________ (Name of Deicing Services Provider)’s written and electronic Records upon reasonable notice to _____________ (Name of Deicing Services Provider), which shall be a minimum of ten (10) days, and during normal business hours. _____________ (Name of Deicing Services Provider) shall retain said Records for all legally required retention periods or a period of four (4) years after the expiration or earlier termination of this Agreement, whichever is longer. In the event an incident occurs which could give rise to liability for either party under this Agreement, said books and records shall be retained in accordance with the rules of civil or criminal procedure or any other applicable law. Upon the City’s request, _____________ (Name of Deicing Services Provider) shall make its Records available to the City for audit or inspection at the Airport. In connection with any audit or inspection under this provision, _____________ (Name of Deicing Services Provider) will have the right to accompany the City’s representatives and the City will
deliver to _______________ (Name of Deicing Services Provider) copies of any reports or drafts resulting therefrom, if available. Nothing contained in this section shall waive the confidentiality of the City’s attorney-client communications or any work product prepared by the City’s attorneys. Should _______________ (Name of Deicing Services Provider)’s Records be made available to the City at some other mutually agreed location, then the additional costs of said audit or inspection including all reasonable travel, food and lodging expenses incurred by the City, or its duly authorized representative, shall be borne by _______________ (Name of Deicing Services Provider).

16. _______________ (Name of Deicing Services Provider)’s Representations and Warranties. _______________ (Name of Deicing Services Provider) represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of ____________ with full legal, right power and authority to enter into and perform its obligations under this Agreement.

(b) It has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by _______________ (Name of Deicing Services Provider) and constitutes a legal, valid and binding obligation of _______________ (Name of Deicing Services Provider), enforceable against _______________ (Name of Deicing Services Provider) in accordance with its terms, except that the enforceability hereof may be affected by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights generally.

(c) Neither the execution nor the delivery by _______________ (Name of Deicing Services Provider) of this Agreement, nor the performance by _______________ (Name of Deicing Services Provider) of its obligations in connection with the transactions contemplated hereby, or the fulfillment by _______________ (Name of Deicing Services Provider) of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any applicable law, statute, ordinance or regulation, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decrees, or any Agreement or instrument, to which _______________ (Name of Deicing Services Provider) is a party or by which _______________ (Name of Deicing Services Provider) or any of its properties or assets are bound, or constitutes a default thereunder or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of _______________ (Name of Deicing Services Provider) except as stated herein.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Agreement by _______________ (Name of Deicing Services Provider), except as such have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before any court or governmental authority, pending or, to the best of _______________ (Name of Deicing Services Provider)’s knowledge, threatened, against it, wherein an unfavorable decision, ruling or finding would materially adversely affect _______________ (Name of Deicing Services Provider).
Provider’s performance of its duties, obligations under this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other Agreement or instrument entered into by the City in connection with the operations or activities contemplated hereby of which _______________ (Name of Deicing Services Provider) has knowledge, which has not been disclosed to the City.

(f) _______________ (Name of Deicing Services Provider) shall not have any interest, nor acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with _______________ (Name of Deicing Services Provider)’s performance under the terms and conditions of this Agreement.

17. **Environmental Matters and Responsibilities.**

(a) Environmental Definitions.

(i) “**Hazardous Substances**” or “**Wastes**” shall mean asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, hazardous chemicals, radioactive material, oil, petroleum, petroleum products or by-products, crude oil, gasoline (including without limitation aviation fuel, jet fuel, diesel fuel); natural gas, natural gas liquids, hazardous chemical gases and liquids, volatile or highly volatile liquids and/or synthetic gas, paints and solvents, leads, cyanide, DDT, printing inks, acids, pesticides, ammonia, ammonium compounds, polychlorinated biphenyls (“PCBs”), propylene glycol, ethylene glycol and other substances used in the deicing process, and substances defined as “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “pollutants,” “contaminants,” or “regulated substances” as those terms are used in any Environmental Laws (as defined herein), or laws protecting the health and safety of the public or the environment, and any other substance that because of its quantity, concentration, physical, chemical or infectious characteristics may cause or threaten a present or potential hazard to human health and safety or the environment when improperly generated, transported, used, stored, handled, treated, processed, discharged, disposed, or released, and any and all other materials or substances that any governmental agency or unit having appropriate jurisdiction shall determine from time to time are hazardous, harmful, toxic, dangerous or otherwise required to be removed, cleaned-up or remediated.

Management Act, as amended (35 P.S. § 6018.101 et seq.); the Pennsylvania Hazardous Sites Cleanup Act, as amended (35 P.S. § 6020.101 et seq.); the Pennsylvania Clean Streams Law, as amended (35 P.S. § 691.1 et seq.); the Pennsylvania Storage Tank and Spill Prevention Act, as amended (35 P.S. § 6021.101 et seq.); the Pennsylvania Land Recycling and Environmental Remediation Standards Act (35 P.S. § 6026.101 et seq.) and the Pennsylvania Hazardous Material Emergency Planning and Response Act, as amended (35 P.S. § 6022.101 et seq.), as any of the foregoing may hereinafter be amended; any rule or regulation promulgated pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government or any applicable state or other political subdivision thereof, or any agency, court or body of the federal government or any applicable state or other political subdivision thereof, including but not limited to the Commonwealth of Pennsylvania or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions. In the event of a conflict, the most stringent law shall apply.

(iii) “Contamination” shall mean the uncontained presence (including without limitation any discharge, leak, spill, emission, migration, release or percolation), release or damage resulting from the uncontained presence or release of Hazardous Substance(s), or other substances, as defined herein, which could endanger the health and safety of the public or the environment.

(iv) “Environmental Claim” means any investigative, enforcement, cleanup, containment, remedial, or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Laws, against the Airport, _______________ (Name of Deicing Services Provider) or against or with respect to the Premises or any condition, use, or activity on the Premises (including any such action against the City), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Substance or any Environmental Law.

(v) For the purposes of this Section 17, “Premises” shall include the Deicing Facility and all other property identified on the Site Plan attached hereto as Exhibit “A”, and the areas in, on, above, about and under the Premises, including without limitation the soil, groundwater, surface water, stormwater, sewage system, atmosphere, river, ditch, stream, or any body of water, and any area where Contamination occurs.

(b) Compliance with Environmental Laws. At all times, _______________ (Name of Deicing Services Provider)’s operations and activities at the Premises shall be in compliance with all statutes, common law, ordinances, regulations, rules, orders, decrees, permits, licenses, approvals, and notifications, now or hereinafter in effect, and any amendments thereto by any applicable authority, including but not limited to all applicable Environmental Laws (as defined herein) and the Airport’s Rules and Regulations. _______________ (Name of Deicing Services Provider) shall obtain all licenses, permits and approvals and shall make all notifications as required by law, in order to exercise the rights and privileges granted herein, or perform any other activities or operations at the Premises. In addition, _______________ (Name of Deicing Services Provider) shall take similar precautions in connection with any materials or substances it uses in its operations, which even if not regulated by law or other requirements, could pose a threat or endanger the health and safety of the public or the environment. For the purposes of this
Agreement, the public shall include current or future occupants or operators of the Premises, or any other property located at the Airport, or adjacent thereto.

(c) Deicing Solution and Disclosed Substances. _______________ (Name of Deicing Services Provider) shall only use propylene glycol or any government-approved replacement deicing solutions in government approved quantities and concentrations, which are compatible with the Deicing Facility’s systems and comply with the requirements of the City’s permits. The use of ethylene glycol by _______________ (Name of Deicing Services Provider), for any reason, shall be grounds for immediate termination hereof. As a condition precedent to the use of any hazardous substance, _______________ (Name of Deicing Services Provider) will give at least five (5) days notice thereof to the City. Any change in the deicing solutions used under this Agreement must comply with Section 12.

(d) Site Contamination. _______________ (Name of Deicing Services Provider) hereby covenants and agrees that it shall not cause or suffer to be caused any Contamination, as defined herein, in, on under or about the Premises, or the Airport, or any areas adjacent thereof, or aggravate or contribute to any pre-existing condition at the Premises. _______________ (Name of Deicing Services Provider) further covenants and agrees that it shall perform its duties and obligations under this Agreement in a manner which will not cause or create a risk of Contamination in, on, under, or about the Premises, or the Airport, or any areas adjacent thereto. The use, disposal, storage, treatment, processing, generation, release, discharge, leak, emission, spill or other presence at the Premises of any Hazardous Substances, Wastes, or other substances, which would endanger the health and safety of the public or the environment or violate the provisions of this Agreement (Contamination, as defined above) shall, in addition to any other remedies set forth at law or in equity or as stated in this Agreement, result in the immediate termination of this Agreement.

(e) Fueling. _______________ (Name of Deicing Services Provider) covenants and agrees that it shall only purchase and use diesel fuel at the Premises for the express and limited purpose of fueling deicing equipment, deicing vehicles and other support vehicles. The use of diesel fuel for any other purpose at the Premises is expressly prohibited and shall result in the immediate termination of this Agreement and the revocation of all rights and privileges granted herein.

(f) Environmental Notices. With respect to its activities under this Agreement, _______________ (Name of Deicing Services Provider) shall immediately provide to the City copies of:

(i) applications or other materials submitted to any governmental agency in compliance with Environmental Laws;

(ii) any notification submitted to any person pursuant to Environmental Laws with respect to the existence of a potentially adverse environmental impact of a condition at, on or about the Premises, or related proceedings;

(iii) any permit, license, approval, or amendment or modification thereto granted pursuant to Environmental Laws;
(iv) upon the City’s request, at reasonable times, any record or manifest required to be maintained pursuant to Environmental Law; and

(v) any notice of violation, summons, order, complaint, or any correspondence threatening, or relating to any of the foregoing, which is received by _______________ (Name of Deicing Services Provider) and pertains to compliance with Environmental Laws at the Premises.

(g) Environmental Removal and Disposal. _______________ (Name of Deicing Services Provider) shall be responsible for the proper removal and disposal of all Hazardous Substances, as defined herein, Wastes, including but not limited to propylene glycol, and other substances, which result or arise from operations or activities at the Premises by _______________ (Name of Deicing Services Provider), its officers, employees, agents, contractors, subcontractors, invitees, or anyone acting on its behalf. _______________ (Name of Deicing Services Provider) shall comply with the City’s reporting process for the removal/disposal of any hazardous materials. _______________ (Name of Deicing Services Provider) will use its best efforts to complete removal and disposal in a manner that will not disrupt the performance of its duties and obligations under this Agreement, including but not limited to Deicing and Maintenance Services.

(i) _______________ (Name of Deicing Services Provider) shall ensure that removal of such Hazardous, Substances, Wastes or other substances is accomplished in accordance with local, state and federal requirements and guidelines, including the Airport’s Rules and Regulations. Removal and Disposal shall also include, but not be limited to, _______________ (Name of Deicing Services Provider)’s manifesting such regulated substances under the _______________ (Name of Deicing Services Provider)’s assigned Environmental Protection Agency Identification Number.

(ii) _______________ (Name of Deicing Services Provider) shall be solely responsible for any Contamination, as defined herein, at the Premises or the Airport, or any areas adjacent thereto, which is caused by its activities or operations, or the activities and operations of its agents, contractors, subcontractors, or any one acting on its behalf. _______________ (Name of Deicing Services Provider) also shall be responsible for its pro-rata share of any Contamination that is aggravated or contributed to, in any way, by the activities or operations of _______________ (Name of Deicing Services Provider), its officers, employees, agents, contractors, subcontractors, invitees or anyone acting on its behalf, as determined by subsection 17(g)(iii) of this Agreement. In addition to any other remedies held by the City under this Agreement, at law or in equity, _______________ (Name of Deicing Services Provider) will promptly, subject to necessary approvals, restore any contaminated or damaged area to its original condition within five (5) days of notice by the City, unless a shorter restoration period is required by law or the circumstances. When said restoration can not be completed within five (5) days, then within five (5) days of notice by the City, _______________ (Name of Deicing Services Provider) shall proceed diligently with a cure and provide the City with a timetable, including a completion date approved by the City, to remediate and restore any contaminated or damaged area to its original condition as of the effective date of this License Agreement. _______________ (Name of Deicing Services Provider) must use qualified professionals and equipment to cure the Contamination or damage. The City shall have the right to approve said professionals and
equipment, and all removal or remedial work performed by _______________ (Name of Deicing Services Provider) Removal and remediation shall include a surveillance and long term care plan at the site, an acknowledgement of responsibility for the Contamination and an acknowledgement of _______________ (Name of Deicing Services Provider)’s duty to indemnify the City under the terms of this Agreement. _______________ (Name of Deicing Services Provider)’s removal and remediation shall not be delayed because there are other persons who are potentially liable or responsible. If _______________ (Name of Deicing Services Provider) fails to comply with the provisions of this Section 17, in addition to all other rights held by the City under this Agreement, at law or in equity, the City may take action to cure the contamination or damage provided that it gives notice thereof to _______________ (Name of Deicing Services Provider) and of its intention to claim indemnification for the costs of said cure from _______________ (Name of Deicing Services Provider). The City’s decision to take action under this Section 17 is a right not an obligation, and _______________ (Name of Deicing Services Provider) is not relieved of its duties to cure and indemnify the City under the terms and conditions of this Agreement.

(iii) Upon the expiration of the Term or Renewal Term of this Agreement, or upon earlier termination, _______________ (Name of Deicing Services Provider) shall be solely responsible for the safe and proper removal of all Hazardous Substances, Wastes or other substances generated by deicing operations and activities by _______________ (Name of Deicing Services Provider) its officers, employees, agents, contractors, subcontractors, invitees or anyone acting on its behalf at the Premises. _______________ (Name of Deicing Services Provider) shall obtain, pursuant to specifications approved by the City, an environmental assessment of the Premises at the _______________ (Name of Deicing Services Provider)’s sole expense. Any environmental contamination disclosed in the environmental assessment prepared at the termination of this Agreement not also disclosed in any environmental assessment prepared prior to the effective date of this Agreement shall be the responsibility of _______________ (Name of Deicing Services Provider), unless _______________ (Name of Deicing Services Provider) can provide clear evidence that such contamination was not caused by _______________ (Name of Deicing Services Provider), its officers, employees, agents, contractors, subcontractors, invitees or anyone acting on its behalf. _______________ (Name of Deicing Services Provider) shall be obligated promptly to effect the remediation of such environmental contamination and to have prepared at _______________ (Name of Deicing Services Provider)’s expense a post-remediation environmental assessment by a qualified professional environmental consultant acceptable to the City substantiating completion of such remediation in accordance with then applicable law and consistent with industry standards. _______________ (Name of Deicing Services Provider) shall furnish to the City true and complete copies of all environmental assessments of the Premises including copies of all sampling and other data obtained as a result of the environmental assessments. _______________ (Name of Deicing Services Provider) shall provide the City reasonable advance notice of and the City, its agents and contractors, shall have access to the Premises during any environmental assessment activities and the right to accompany persons conducting any environmental assessments and to monitor the same.

(h) Environmental Inspections. The City may enter the Premises at any time, with notice, that is reasonable under the circumstances, to conduct reasonable inspections, at the City’s cost, examinations, tests, surveys, audits, samplings, or other investigations to determine _______________ (Name of Deicing Services Provider)’s compliance with its obligations under
the terms and conditions of this Agreement, and all applicable Environmental Laws. Nothing in
this paragraph shall relieve _______________ (Name of Deicing Services Provider) of its duty to
comply with all applicable Environmental Laws.

(i) Federal Stormwater Requirements. _______________ (Name of Deicing Services Provider) shall conduct its operations and activities at the Premises in accordance with the National Pollution Discharge Elimination System Program (“NPDES”) and its regulations relating to stormwater discharges, under Federal Stormwater Regulations, 40 C.F.R. Part 122, as they may be amended from time to time and the City’s IW NPDES Permit No. PA0056766, and Amendment No. 1 thereto, and any other amendments, extensions or renewals of IW NPDES Permit No. PA0056766. The City shall give _______________ (Name of Deicing Services Provider) written notice of all NPDES stormwater requirements, which may include by way of illustration but shall not be limited to amendments, extensions or renewals of the City’s IW NPDES Permit No. PA0056766; implementation of “good housekeeping” measures or Best Management Practices; and the maintenance of necessary records. _______________ (Name of Deicing Services Provider) shall be responsible for the operation of the discharge systems associated with the Deicing Facility and shall indemnify and hold the City harmless for any and all liabilities arising from the use, non-use, or improper use thereof.

(j) Environmental Damages. In addition to all other remedies held by the City under this Agreement, at law, or in equity, _______________ (Name of Deicing Services Provider) shall indemnify, defend and hold harmless the City, its officers, agents, boards, commissions and employees from and against any and all claims (environmental or otherwise), liabilities, damages, impairments, penalties, fines or losses (civil or criminal), including, but not limited to, any penalty or fine imposed by any governmental agency, the expense of removal, remediation, clean-up, disposal, treatment, transportation, monitoring, surveillance, or long term care, of any Hazardous Substances or other substances, which could endanger the health and safety of the public or the environment, and all legal expenses and fees incidental to the investigation and defense thereof (including, but not limited to legal fees, litigation fees, expert witness and/or consultant fees) and causes of action, arising out of or relating to intentional acts or acts of negligence or omissions or failures to act by _______________ (Name of Deicing Services Provider), its agents, employees, contractors, subcontractors, or anyone acting on its behalf in exercising any of the rights or privileges granted herein or conducting any other activities or operations at the Premises or the Airport or any areas adjacent thereto, including but not limited to any claims or liabilities, as described herein, relating in whole or in part to any Contamination (collectively, “Environmental Damages”), excluding and excepting therefrom any Environmental Damages arising directly from any pre-existing Hazardous Substance(s) at the Premises, but only to the extent that the Exempt Environmental Condition, as defined in Paragraph 17(m), is not caused, created, aggravated or contributed to by _______________ (Name of Deicing Services Provider), its officers, agents, employees, contractors, subcontractors, or anyone acting on its behalf.

(k) Environmental Assessment. At _______________ (Name of Deicing Services Provider)’s sole expense, upon the expiration of this Agreement, or earlier termination, _______________ (Name of Deicing Services Provider) shall obtain, pursuant to specifications approved by the City, an environmental assessment of the Premises in all areas where
(Name of Deicing Services Provider) performed any activities or operations. Any Contamination or damages disclosed in the assessment shall be immediately removed and remediated by (Name of Deicing Services Provider) in accordance with all Applicable and Environmental Laws, and the terms and conditions of this Agreement, unless said Contamination or damage is an Exempt Environmental Condition, as defined in Paragraph 17(m), that was not aggravated or contributed to by (Name of Deicing Services Provider). If remediation and removal are required, (Name of Deicing Services Provider) shall perform a post-remediation assessment substantiating completion of the removal and remediation, by a qualified consultant acceptable to the City. (Name of Deicing Services Provider) shall give the City ten (10) days notice of any environmental assessments of the Premises so that the City may exercise its right to accompany and monitor all persons performing assessments at the Premises. (Name of Deicing Services Provider) shall provide true and complete copies of all assessments, including copies of all sampling, data and other results from each assessment.

(l) Additional Remedies. In addition to any other remedies the City has under this Agreement, at law or in equity, including the Environmental Damages and other remedies available under this Section, the City shall have the following additional remedies:

(i) Upon breach by (Name of Deicing Services Provider) of any of the terms or conditions of this Environmental Matters and Responsibilities Section, the City may at its sole discretion terminate (Name of Deicing Services Provider)'s rights and privileges under this Agreement, after notice and an opportunity to cure the breach within five (5) days, unless the breach can not be cured within five (5) days and (Name of Deicing Services Provider) is proceeding diligently toward a cure, or a shorter cure period is required by law or the circumstances.

(ii) The City and (Name of Deicing Services Provider) recognize that no adequate remedy at law may exist for a breach of this Section 17. Accordingly, the parties agree that at its sole discretion, the City may obtain specific performance from (Name of Deicing Services Provider) of any provision within this Environmental Matters and Responsibilities Section.

(iii) Nothing in this Section 17 shall be construed to limit or in any way restrict the remedies the City may have against (Name of Deicing Services Provider) under this Agreement, or at law or in equity.

(m) City Indemnification. Except as otherwise provided in this Agreement, the City shall indemnify and hold harmless (Name of Deicing Services Provider) for any pre-existing Hazardous Substances which are identified in the Baseline Study by Camp Dressler & McKee (“CDM”)/Hill Environmental Group Inc (HILL) on June 20, 2002, as being on, in, under or about the Premises, that are not caused, contributed to or aggravated by any activities or operations or any omission or failure to act by (Name of Deicing Services Provider), its officers, agents, employees, contractors or subcontractors (“Exempt Environmental Conditions”). In addition, the City hereby releases (Name of Deicing Services Provider) from liability to City for any pre-existing conditions which are
identified in the Baseline Environmental Assessment by Madison Environmental Group dated November 25, 2005, which are not caused by, contributed to, or aggravated by _______________ (Name of Deicing Services Provider)’s operations or activities at the Premises. The parties agree that said testing shall be completed no later than one month from the execution date of the separate License Agreement for environmental testing at the Premises between _______________ (Name of Deicing Services Provider) and the City. Nothing in this Agreement shall waive or amend any defense or immunity which the City, its officers, agents or employees may have under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C. S. A. § 8541, et. seq., as amended.

(n) No Third Party Rights. There are no third party interests, rights or causes of action created by this Section 17 or any other terms or conditions in this Agreement. The City expressly reserves the right to compel any party responsible for any pre-existing Contamination to remediate such Contamination at its own cost and expense.

(o) Survival. The provisions of this Section 17 shall survive the termination of this Agreement and any and all rights granted to either party under this Agreement, for as long as the City, its successors and assigns are subject to any liabilities or obligations arising from _______________ (Name of Deicing Services Provider)’s activities or operations at the Premises, or the Airport, or any areas adjacent thereto.

(p) No Waiver. No subsequent modification or termination of this Agreement by the parties or otherwise shall be construed to waive or to modify any provision of this Section 17 unless such termination or modification is stated in writing.

18. Indemnification

(a) In addition to any liability imposed by law, contract, regulation and/or any rights held by the City pursuant to any agreement between the City and _______________ (Name of Deicing Services Provider), _______________ (Name of Deicing Services Provider) agrees that, on demand, it shall save, defend, indemnify and hold harmless the City, its officials, officers, agents, employees, boards and commissions from and against any and all loss, cost, liability and expense arising out of or relating, in whole or in part, to any act or omission, or any other operations or activities by _______________ (Name of Deicing Services Provider), its officers, agents, employees, contractors or subcontractors at the Premises, which result in any death, personal injury or property damage of any kind, mechanics’ liens or claims thereof, or failure to pay contractors, subcontractors or suppliers, or could endanger the health and safety of the public or the environment. _______________ (Name of Deicing Services Provider)’s duty to indemnify the City shall not be excused, delayed or postponed because there may be other persons or entities that are also responsible. _______________ (Name of Deicing Services Provider)’s duty to indemnify shall not include the intentional acts or acts of sole negligence by the City, its officials, officers, agents, employees, boards or commissions. Nothing contained herein shall waive any immunity or defense held by the City under the Political Subdivision Tort Claims Act, 42 PA Cons. Stat. Ann. § 8541, et seq. (as amended).

(b) _______________ (Name of Deicing Services Provider)’s duty to indemnify shall also apply to any claim made by any Deicing User, or other person or entity, including a City or _______________ (Name of Deicing Services Provider)’s employee, which
arises from _______________ (Name of Deicing Services Provider)’s activities and operations at the Premises.

(c) _______________ (Name of Deicing Services Provider)’s duty to indemnify shall include the duty to notify the City in writing, within five (5) days, of any matter, which _______________ (Name of Deicing Services Provider) knows, or should know, may give rise to an indemnified claim under this Agreement.

(d) The provisions of this Section 18 shall survive the termination of this Agreement for as long as the City, its successors and assigns are subject to any liabilities or obligations arising from _______________ (Name of Deicing Services Provider)’s activities or operations at the Premises, or the Airport, or any areas adjacent thereto.

19. **Alterations or Improvements to Premises.** _______________ (Name of Deicing Services Provider) shall not install any fixture nor make any improvement, alterations, addition or other change to the Premises without the express and advance written approval of the City, at the City’s sole discretion. _______________ (Name of Deicing Services Provider) shall remove any alterations or improvements, which are made without the City’s approval, or cause the same to be changed to the satisfaction of the City. In the event the City approves a change, _______________ (Name of Deicing Services Provider) shall obtain insurance in a form and amounts that are satisfactory to the City, and said alterations and improvements shall become the property of the City.

20. **Surrender.** At the termination of this Agreement, _______________ (Name of Deicing Services Provider) shall surrender possession of the Premises. _______________ (Name of Deicing Services Provider) covenants that upon the termination hereof it shall immediately remove all of its property from the Premises, including any storage tanks, pumps, heaters, waste oil or deicing apparatus, or related lines and equipment, and surrender all keys and access codes for the Premises. _______________ (Name of Deicing Services Provider) shall leave the Premises in the condition in which _______________ (Name of Deicing Services Provider) has agreed to keep them under the terms of this Agreement, reasonable wear and tear excepted.

21. **Insurance.**

(a) _______________ (Name of Deicing Services Provider) shall obtain insurance in the types and minimum limits of insurance specified in this Section during the Term and any Renewal Term of this Agreement. Said insurance shall cover _______________ (Name of Deicing Services Provider)’s liability arising from its operations and activities at the Premises.

(b) All insurance shall be procured from reputable insurers in the Commonwealth of Pennsylvania or otherwise acceptable to the City. The City will accept insurers given an “A” rating or better according to Best’s Key Rating Guide or any other insurer that is reasonably approved by the City’s Risk Management Division.
(c) Except as otherwise provided, all insurance herein shall be written on an “occurrence” basis and not a “claims made” basis. In no event shall work be performed until the required evidence of insurance has been furnished.

(d) The insurance shall endeavor to provide for at least twenty (20) days prior written notice to be given to the City in the event coverage is, canceled or non-renewed.” Nothing contained in said policies shall be construed to expand the coverage provided to the City beyond the scope of Section 18 of this Agreement, which is controlling and sets forth the requirements of ______________ (Name of Deicing Services Provider)’s general obligations to defend, indemnify, and hold harmless the City, or the scope of ______________ (Name of Deicing Services Provider)’s indemnification obligations as they are otherwise specifically defined in this Agreement. This paragraph shall not limit ______________ (Name of Deicing Services Provider)’s indemnification obligations to the limits of any insurance. This paragraph shall be interpreted in accordance with the express provisions of Section 21(g) below, which are acknowledged and agreed by the parties. The City shall be named as an additional insured on all policies required hereunder except the Workers Compensation and Employers Liability policy. An endorsement is required stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

(e) The following additional insurance shall be obtained by ______________ (Name of Deicing Services Provider) for its activities and operations at the Premises:

   (i) “All Risk” property insurance covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in ______________ (Name of Deicing Services Provider)’s care, custody or control, in an amount equal to the full replacement costs and with no penalty for coinsurance. All such insurance coverage shall be in amounts not less than one-hundred percent (100%) of the full replacement cost from time to time during the Term, providing protection against perils included within the standard state form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. The City shall be added as a loss payee on any insurance policy ______________ (Name of Deicing Services Provider)’s obtains pursuant to this paragraph and the City shall be included as a joint payee on any proceeds check issued pursuant to such policy.

   (ii) Commercial General Liability Insurance on an occurrence basis covering the Premises and ______________ (Name of Deicing Services Provider)’s use thereof against claims for bodily or personal injury or death, and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than ten million dollars ($10,000,000.00) any one occurrence or in the aggregate in respect to injury or death to any persons arising out of any one occurrence. Coverage shall include Premises operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, cross liability, employees and volunteers as additional insureds, broad form property damage liability, explosion, collapse and underground occurrence coverage subject to policy terms and conditions.
(iii) Aviation Liability Insurance on an occurrence basis covering liability for loss of or damage to the property of the City or the City’s employees or of third parties, or bodily injury or death of the City’s employees or third parties with respect to any one accident, occurrence or incident arising from or in any manner based upon, attributable to or connected with the provision of services under this Agreement to the limit of not less than two hundred fifty million dollars ($250,000,000.00). Coverage shall include premises operations, blanket contractual liability, hangarkeepers liability, personal injury liability, products and completed operations, independent contractors, cross liability, employees and volunteers as additional insureds, broad form property damage liability, explosion, collapse and underground occurrence coverage subject to policy terms and conditions.

(iv) Automobile Liability insurance covering liability arising from the maintenance and use of all owned, non-owned, hired, leased and rented trucks, automobiles and other vehicles for bodily injury, death or property damage, with a combined single limit of $10,000,000.

(v) Workers Compensation insurance affording statutory coverage and employer’s liability insurance at limits of $1,000,000 each accident/$1,000,000 each employee/$1,000,000 policy limit.

(vi) Environmental Impairment of Pollution Liability Insurance at a minimum limit of $5,000,000 per occurrence for bodily injury (including death) and property damage. Coverage shall include sudden, accidental and gradual occurrences, as well as, coverage for receiving, dispensing, transporting, removing, handling or storing deicing fluid or other pollutants, and may be written on a claims-made basis provided that coverage for occurrences happening during the term of the agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after expiration of this agreement.

(f) Evidence of Insurance Coverage. Certificates of Insurance evidencing the required coverages shall be submitted to the City of Philadelphia’s Risk Management Division (1515 Arch Street, 14th Floor, Philadelphia, PA 19102) (“City’s Risk Manager”) at least ten (10) days before commencement of the Term. The City reserves the right, in its sole discretion, and at any time, to require ______________ (Name of Deicing Services Provider) to furnish certified written statements from its authorized insurance carrier representatives to all inquiries made pertaining to the insurance required under this Agreement within ten (10) days of notice by the City.

(g) No Limitation on Indemnification. The insurance requirements set forth herein shall in no way be intended to limit, modify or reduce the indemnifications made in this Agreement or to limit ______________ (Name of Deicing Services Provider)’s liability to the limits of the policies of insurance required hereunder.

(h) Inspection of Policies. Upon ten (10) days notice, and at reasonable times, ______________ (Name of Deicing Services Provider) shall permit the City to inspect the portion(s) of its policies of insurance, which satisfy the requirements of this Agreement and for which certified copies have not been produced under this Section 21.
(i) **Waiver.** The insurance policy identified in Paragraph 21(e)(i) above shall include an endorsement waiving rights of subrogation in favor of the additional insured described in Paragraph 21(d).

(j) **Failure to Maintain.** In the event _______________ (Name of Deicing Services Provider) fails to cause such insurance to be maintained, the City shall not be limited in the proof of any damages, which the City may claim against _______________ (Name of Deicing Services Provider) or any other person or entity, to the amount of the insurance premium or premiums not paid or incurred which would have been payable upon such insurance. The City shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages, expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when _______________ (Name of Deicing Services Provider) shall have failed or neglected to provide insurance as required herein.

22. **Default and Remedies.**

(a) It shall be an Event of Default, and the permission and privileges granted under this License and Agreement may be revoked, modified or limited, in whole or in part, by the City at any time if in the opinion of the City, _______________ (Name of Deicing Services Provider), its officers, agents, employees, contractors or subcontractors fail, neglect or refuse, whether intentionally or negligently, to perform any or all of its duties and obligations under the terms and conditions of this Agreement or any Applicable or Environmental Law. Said failure shall include, but not be limited to, an interruption in Deicing Services.

(b) It shall be an Event of Default, and the permission and privileges granted under this License and Agreement may be revoked, modified or limited, in whole or in part, by the City in the event of a dissolution or liquidation of _______________ (Name of Deicing Services Provider) or the commencement by _______________ (Name of Deicing Services Provider) of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or the entry of a decree or order for relief in respect of _______________ (Name of Deicing Services Provider) by a court of competent jurisdiction in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of _______________ (Name of Deicing Services Provider) or for any substantial part of its property and the failure of such official to be discharged within 90 days after such appointment or failure by _______________ (Name of Deicing Services Provider) to lift any execution, garnishment or attachment of such consequence within 90 days after such consequence as will impair _______________ (Name of Deicing Services Provider)’s ability to carry on the Deicing Services, or assignment by _______________ (Name of Deicing Services Provider) of substantially all its assets for the benefit of the creditors, or the entry by _______________ (Name of Deicing Services Provider) into an agreement of composition with creditors, or the taking of any action by _______________ (Name of Deicing Services Provider) in furtherance of the foregoing.

(c) Unless otherwise expressly stated in this Agreement or required by law, the City shall not be required to give notice in order to exercise a remedy under this Agreement.
(d) Remedies Not Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, including without limitation, any bond given for the faithful performance of this Agreement. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power, occurring upon any default, shall impair any such right or power, nor shall it be construed as a waiver thereof. Any right or power may be exercised from time to time, as may be deemed expedient by the City in its sole discretion.

23. Damage to Premises. If in the opinion of the City, the exercise of any privilege or permission granted under this Agreement shall cause damage to the Premises, by fire or other casualty, or by the intentional or negligent acts or omissions of _______________ (Name of Deicing Services Provider), its officers, agents, employees, contractors, subcontractors or representatives, _______________ (Name of Deicing Services Provider) shall promptly restore, rebuild and repair or cause to be promptly restored, rebuilt and repaired said areas to as good a condition and to the same general appearance as existed before such damage or destruction. _______________ (Name of Deicing Services Provider) must act diligently to complete such repairs or renovations to ensure the continuation of Deicing Services for the next Deicing Event.

24. Force Majuere. Either Party (the "First Excused Party") shall be excused from, and shall not be liable or be responsible for any failure to perform or comply with, or any delay in performing or complying with, any of its obligations under this Agreement if such failure or delay is as a result of any cause beyond its control, as defined herein, which is not existing on the effective date of this Agreement. Such causes ("Force Majuere") shall be defined as any event which causes the City in its sole and absolute discretion to discontinue flight operations at the Airport, which shall include, without limitation, earthquake, acts of terrorism (whether actual or threatened) explosions, flood, power shortages affecting the Deicing Facility and _______________ (Name of Deicing Services Provider)’s back-up deicing services, war (whether declared or undeclared), warlike operations, or any other event which causes the City to cancel flights at the Airport, including acts of God, and any unforeseeable shortage of deicing solution that does not arise from a breach of _______________ (Name of Deicing Services Provider)’s obligations under this Agreement to purchase and store reasonably sufficient quantities of deicing solution for the deicing season. The parties acknowledge and agree that an event under this Section shall end as soon as the City resumes flight operations at the Airport. If a Force Majuere event occurs under this section, the First Excused Party shall use all reasonable and diligent efforts to eliminate such impairment or interruption as soon as possible and in the interim to provide such services or obligations as may reasonably be performed until the time that either the Force Majuere event or the impairment or interruption is ended, whichever is earlier.

25. Release. _______________ (Name of Deicing Services Provider) hereby acknowledges that it is aware of possible dangerous and hazardous conditions at the Premises and does hereby voluntarily assume all risks of loss, damage or injury, including death, that may be sustained by _______________ (Name of Deicing Services Provider), its agents, contractors, subcontractors, employees, officers, directors, or any person claiming through or under them loss, damage or injuries sustained while in, on or about the Premises. This provision shall survive the termination of this Agreement.

(a) Minimum Wage and Benefits; Subcontractors. As a licensee of the City that manages, operates and maintains Airport’s Deicing Facility, and as a company that employs more than five employees, _______________ (Name of Deicing Services Provider) is subject to Chapter 17-1300 of the Philadelphia Code (“Code”). Any subcontract between _______________ (Name of Deicing Services Provider) and a subcontractor to perform services for _______________ (Name of Deicing Services Provider) under this Agreement is a “Service Contract,” as that term is defined in Chapter 17-1300 of the Code, and such subcontractors are also “Service Contractors” for purposes of Chapter 17-1300, as are any subcontract and subcontractor at any tier providing services to _______________ (Name of Deicing Services Provider) under this Agreement. (Chapter 17-1300 is accessible at http://www.amlegal.com/library/pa/philadelphia.shtml.) If such subcontractor at any tier is also an “Employer,” as that term is defined in Section 17-1302 (more than 5 employees), and further described in Section 17-1303 of the Code, then absent a waiver, during the term of this Agreement, in addition to any applicable state and federal requirements, _______________ (Name of Deicing Services Provider) shall provide, and shall enter into subcontracts and otherwise cause any subcontractors at any tier that are also Service Contractors to provide, their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

Minimum Wage

As of January 1, 2016 and during each year thereafter, provide covered Employees with an hourly wage, excluding benefits, that is no less than the result of multiplying $12 by the then current CPI Multiplier as annually adjusted, as described in the paragraph below.

For purposes of determining the minimum hourly wage required under the paragraph above, the CPI Multiplier is an annual calculation made by the City’s Director of Finance to take effect as of January 1 of each year. The CPI Multiplier is calculated by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U). All Items Index, Philadelphia, Pennsylvania, as of January 1st of each year, by the most recently published CPI-U as of January 1, 2015. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City’s web site.

Minimum Benefits

To the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and

Provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2) – generally fifty-six (56) hours/year if the Employer has 11 or more employees or thirty-two (32) hours/year.
if the Employer has 6 to 10 employees.

(b) **Administration of Compliance.** Absent a waiver, _______________ (Name of Deicing Services Provider) shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all its Service Contractors providing services under this Agreement, with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee which wages are required to be paid pursuant to Chapter 17-1300.

Absent a waiver, _______________ (Name of Deicing Services Provider) shall comply with all the requirements of Chapter 17-1300 as they exist on the Commencement Date, or on any later date that _______________ (Name of Deicing Services Provider) may enter into a later amendment to this Agreement. _______________ (Name of Deicing Services Provider) shall take such steps as are necessary to notify its subcontractors of these requirements, and to cause such subcontractors to notify lower-tier subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating all of these Chapter 17-1300 provisions, with appropriate adjustments for the identity of the parties, in its subcontracts with such subcontractors. Should _______________ (Name of Deicing Services Provider) or its subcontractor at any tier fail to comply with Chapter 17-1300, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, _______________ (Name of Deicing Services Provider) or its subcontractor may be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts for up to three (3) years. The Philadelphia City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Agreement.

(c) **Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, (i) _______________ (Name of Deicing Services Provider)’s covered employees shall be deemed third-party beneficiaries of _______________ (Name of Deicing Services Provider)’s representation, warranty, and covenant to the City under these Chapter 17-1300 provisions, and (ii) the covered employees of a subcontractor at any tier that is also a covered Employer performing services for _______________ (Name of Deicing Services Provider) directly or indirectly under a subcontract at any tier shall be deemed third-party beneficiaries of their Employer’s representation, warranty and covenant to _______________ (Name of Deicing Services Provider), or to such subcontractor at any tier, as the case may be, under these Chapter 17-1300 provisions as contained in the subcontractor’s subcontract.

(d) **Waivers.** The City’s Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

27. **Non-Discrimination.**

(a) **Local Requirements.**

(i) This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and, in the exercise of the privileges herein granted, _______________ (Name of
Deicing Services Provider) shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, sex, sexual orientation or ancestry. Without limiting any other provision of this Agreement, ______________ (Name of Deicing Services Provider) agrees to comply with the Fair Practices Ordinance of the City (Section 9-1100 of the Philadelphia Code), as amended from time to time.

(ii) ______________ (Name of Deicing Services Provider) covenants and agrees that in accordance with Chapter 17-400 of the Philadelphia Code, payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation or physical handicap constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

(iii) ______________ (Name of Deicing Services Provider) agrees to include the immediately preceding subparagraphs, with appropriate adjustments for the identity of the parties, in all contracts and subcontracts, which are entered into for work to be performed pursuant to this Agreement.

(iv) ______________ (Name of Deicing Services Provider) further agrees to cooperate with the Commission on Human Relations of the City (the “Commission”) in any manner that the Commission deems reasonable and necessary in carrying out its responsibilities under Chapter 17-400 of the Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

(b) Federal Requirements.

(i) ______________ (Name of Deicing Services Provider) covenants and agrees that in order to confirm the assurance required by the City by Title VI of the Civil Rights Act of 1964 and by 49 Code of Federal Regulations (“C.F.R.”) Part 21 of the regulations governing the U.S. Department of Transportation, as amended, it will not, in its operation and use of the Airport, discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, or national origin in any manner prohibited by 49 C.F.R. Part 21. Noncompliance with this clause will constitute a material breach of this Agreement; therefore in the event of such noncompliance, ______________ (Name of Deicing Services Provider) hereby authorizes the City to take such action as the federal government may direct to enforce this covenant, and ______________, (Name of Deicing Services Provider) also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

(ii) ______________ (Name of Deicing Services Provider) covenants and agrees that they will undertake affirmative action programs if required by 14 C.F.R. § 152, Subpart E, as amended from time to time. ______________ (Name of Deicing Services Provider) will require that its contractors provide assurances to ______________ (Name of Deicing Services Provider).
Provider) that they similarly will undertake affirmative action programs and will each also require assurances from their respective subcontractors, as required by 14 C.F.R. § 152, Subpart E, to the same effect.

28. **Minority- and Woman-Owned Business Opportunity Ranges.**

__________ (Name of Deicing Services Provider) will cooperate with the City’s Office of Economic Opportunity (“OEO”) to effect opportunity ranges for Minority Business Enterprise (“MBE”), Woman Business Enterprise (“WBE”) and Disabled Business Enterprise (“DSBE”) (all as defined in City Executive Order 03-12) participation in services provided by ________________ (Name of Deicing Services Provider) under this Agreement.

29. **Supervening Law.**

(a) **No Exclusive Right.** Nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, or any other statute, ordinance, regulation or policy of any governmental agency having jurisdiction over the Airport and/or the activities that take place at the Airport.

(b) **Subordinate to United States Agreements.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act of 1958, as amended, or any future law affecting the operation or maintenance of the Airport.

(c) **Required Changes.** In the event the Federal Aviation Administration (the “FAA”) requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then ________________ (Name of Deicing Services Provider) agrees that such changes shall be permitted, as may be reasonably required to enable the City to obtain said funds.

30. **Airport Security Program.**

(a) In accordance with regulations issued by the Department of Homeland Security, Transportation Administration and found at 49 C.F.R. § 1542 airports are required to have federally-approved security programs. These programs are designed to control access to certain areas of airports and to control the movement of people and vehicles within those areas. The City has a federally approved security program for the Airport. If the City provides ________________ (Name of Deicing Services Provider) with a written formulation of the security program, the City shall in writing, inform ________________ (Name of Deicing Services Provider) of any changes thereto. If given the security program, ________________ (Name of Deicing Services Provider) shall be required, at all times during the Term to be familiar with and to comply with such program for the Airport. Failure to comply with the City's federally-approved security program shall be a material breach of this Agreement and, in addition to all other rights and remedies of the City hereunder, at law or in equity, the City shall be entitled to terminate this Agreement without
liability to the City and, upon such termination, _______________ (Name of Deicing Services Provider) shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

(b) Confidentiality and Indemnity.

(i) In connection with compliance with the aforementioned security program, _______________ (Name of Deicing Services Provider) may receive, gain access to or otherwise obtain certain knowledge and information related to the City’s overall airport security program. _______________ (Name of Deicing Services Provider) acknowledges that all such knowledge and information is of a highly confidential nature. _______________ (Name of Deicing Services Provider) covenants and agrees that no person, whether an officer, agent or employee of _______________ (Name of Deicing Services Provider) or a third party, shall be permitted to gain access to such knowledge and information, unless such person has been approved by the City in advance in writing, which approval may be granted or withheld by the City in its sole discretion.

(ii) In addition to all other remedies contained in this Agreement, _______________ (Name of Deicing Services Provider) further agrees to indemnify, save, hold harmless and defend the City and other users of the Airport from and against any and all claims, costs, expenses, damages and liabilities, including but not limited to all attorneys’ fees and costs resulting directly or indirectly from the breach of _______________ (Name of Deicing Services Provider)’s covenants and agreements as set forth in this Section. Provided, however, that _______________ (Name of Deicing Services Provider) shall not be liable for any such claims, costs, expenses, damages or liabilities if _______________ (Name of Deicing Services Provider) has used its best efforts to avoid disclosure or if disclosure is required by Applicable Laws.

(c) In addition to the above federal security requirement, _______________ (Name of Deicing Services Provider) covenants and agrees to take reasonable security precautions, as required by the City and other governmental agencies, to keep the Deicing Facility and Premises secure from unauthorized intrusion. _______________ (Name of Deicing Services Provider) shall provide for an adequate security system, as required by the City and other governmental agencies, to prevent unauthorized persons or vehicles from entering or accessing the Premises.

(d) _______________ (Name of Deicing Services Provider) covenants and agrees that it shall submit its security plans to the City for approval.

(e) _______________ (Name of Deicing Services Provider) further covenants and agrees to comply with any and all security requirements imposed by any federal, state, or local law enforcement agency with authority to impose security restrictions, requirements or regulations at the Airport or the Premises.

31. Notices. Except as expressly stated to the contrary in this Agreement, all notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by (i) personal delivery against a written receipt of delivery, (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) by a nationally-
recognized and receipted overnight courier service (such as United Parcel Service) guaranteeing next business day delivery, addressed as follows:

If to City:

Division of Aviation  
Philadelphia International Airport  
Executive Office, Terminal D/E, 3rd Floor  
Philadelphia, PA 19153  
Attention: Chief Executive Officer

With a copy to:

City of Philadelphia Law Department  
One Parkway  
1515 Arch Street, 16th Floor  
Philadelphia, Pennsylvania 19102  
Attention: Divisional Deputy City Solicitor, Transportation

If to _______________ (Name of Deicing Services Provider):

or to such other addresses of which the City or _______________ (Name of Deicing Services Provider) shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the third (3rd) business day after proper mailing thereof (in the case of United States registered or certified mail) or on the date of the delivery thereof by a courier service as aforesaid, and may be given on behalf of either party by its counsel.

32. **Certification of Non-Indebtedness.**

(a) _______________ (Name of Deicing Services Provider) Not Indebted.  
______________ (Name of Deicing Services Provider) hereby certifies and represents that _______________ (Name of Deicing Services Provider) and _______________ (Name of Deicing Services Provider)’s parent company and subsidiary(ies), if any, are not currently indebted to the City and will not at any time during the term of this Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including but not limited to taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, _______________ (Name of Deicing Services Provider) acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to _______________ (Name of Deicing Services Provider) and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable
time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case _______________ (Name of Deicing Services Provider) shall be liable for all excess costs and other damages resulting from such termination).

(b) **Requirement for Contractors.** _______________ (Name of Deicing Services Provider) shall require all contractors and subcontractors performing work in connection with this Agreement to be bound in writing by the following provision and _______________ (Name of Deicing Services Provider) shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

“[Sub]contractor hereby certifies and represents that [sub]contractor and [sub]contractor’s parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of _______________ (Name of Deicing Services Provider)’s Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, [sub]contractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to [sub]contractor for services rendered in connection with the Access Agreement and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to [sub]contractor and/or the termination of [sub]contractor for default (in which case [sub]contractor will be liable for all excess costs and other damages resulting from the termination).”

33. **Miscellaneous Provisions.**

(a) **No Recordation.** This Agreement shall not be filed or recorded in any office of public record, and recordation hereof by _______________ (Name of Deicing Services Provider) shall constitute a default hereunder.

(b) **Governing Law; Jurisdiction.** This Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The City and _______________ (Name of Deicing Services Provider) agree to submit to the jurisdiction of courts located in Philadelphia, Pennsylvania.

(c) **Severability.** If any provisions of this Agreement or portions thereof shall be held to be invalid, void or unenforceable, the remaining provisions of this Agreement or portions thereof shall in no way be affected or impaired and such remaining provisions or portions thereof shall remain in full force and effect.

(d) **No Third Party Beneficiaries.** Nothing in this Agreement express or implied is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement.
Captions. Any heading preceding the text of the several Sections and Subsections hereof are inserted solely for ease of reference and shall not constitute a part of this Agreement, nor shall such heading affect its meaning, construction or effect.

Definitions. As used in this Agreement, the word “person” shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural where appropriate; and words of any gender shall mean and include any other gender.

Records. In accordance with applicable FAA regulations, all records concerning the Airport are subject to inspection by any duly authorized agent of the United States Secretary of Transportation upon reasonable request.

Approvals. When approvals are required to perform acts and execute instruments necessary and proper to carry out the terms and conditions of this Agreement, such approvals shall not be withheld by _______________ (Name of Deicing Services Provider), its board, officers, employees, agents, successors or assigns, or by the City, its officials, officers, agents, boards, commissions, employees, successors and assigns.

Entire Agreement. This Agreement (including the Exhibits attached hereto) contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and proposals (either written or oral). This Agreement may not be modified or terminated verbally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

Binding Nature. This Agreement shall be binding upon the City and _______________ (Name of Deicing Services Provider) _______________ (Name of Deicing Services Provider) _______________ (Name of Deicing Services Provider) and their respective successors and assigns.

Execution in Counterparts. It is agreed by _______________ (Name of Deicing Services Provider) and the City that this Agreement may be executed in any number of counterparts, each of which shall be considered an original.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

_____ (Name of Deicing Services Provider)

By: ________________________________
Name: ______________________________
Title: _______________________________

Date: ______________________________

ATTEST:

By: ________________________________
Name (Print): _______________________
Title: ______________________________

THE CITY OF PHILADELPHIA, acting through its Department of Commerce, Division of Aviation

Approved as to form
Sozi Pedro Tulante, City Solicitor

By: ________________________________
Harold T. Epps
Director of Commerce

Date: ______________________________
EXHIBIT A
SITE PLAN
EXHIBIT B

REQUEST FOR PROPOSALS
EXHIBIT C

PROPOSAL
EXHIBIT D

DE ICING PLAN
EXHIBIT E

MAINTENANCE STANDARDS

_______________ (Name of Deicing Services Provider) shall maintain the Deicing Facility and the Premises in a good, safe, and efficient operating condition, and in accordance with the following Maintenance Schedule approved by the City. In addition to the following requirements, _______________ (Name of Deicing Services Provider)’s duties shall include inspection of all metering and recording devices to ensure their accuracy, snow removal, and the proper removal and disposal of all rubbish, debris, or other materials and substances which would be detrimental or hazardous to the health and safety of the public or the environment.
EXHIBIT F

LETTER AGREEMENT BETWEEN
CITY OF PHILADELPHIA AND PHILADELPHIA TOWER

The following Agreement is incorporated herein, excluding the terms and condition of Appendix 2, which are replaced by the terms and conditions of Exhibit A of the Deicing Agreement.
EXHIBIT G

COMPENSATION FORMULA
EXHIBIT H

DEICING USER CONTRACT
EXHIBIT I

PERFORMANCE BOND
APPENDIX B
CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(Aircraft Deicing Facility Operations and Maintenance for the City of Philadelphia)
Appendix B-1

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, “NOCO”).

The Office of Economic Opportunity has approved the following projected ranges of participation for this NOCO which serve as a guide in determining each applicant’s responsibility:

<table>
<thead>
<tr>
<th>MBE</th>
<th>25% - 30%</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE</td>
<td>25% - 30%</td>
</tr>
<tr>
<td>DSBE</td>
<td>___ - ___</td>
</tr>
</tbody>
</table>

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, “M/W/DSBE”) participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through applicant’s exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. These ranges are derived from an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by applicant 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 years. Applicant also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this NOCO, applicant fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women’s business enterprises.

1 The term “Notice of Contracting Opportunity,” shortened to the acronym “NOCO,” refers to the City’s contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.
A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No applicant that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function (“CUF”). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the NOCO) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/W/DSBE’s NAIC codes. Participation that is not commercially useful will not be counted.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g., MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range or DSBE range). In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner’s ownership interest in the joint venture in accordance with the following criteria:

   • The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
   • The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
   • The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
   • The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

______________________________

2 Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program (“PaUCP”) Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.
6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the applicant on the contract, if awarded; where the proposal satisfies the M/W/DSBE participation ranges for that contract, the applicant is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Applicants must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to each of the participation ranges included in this NOCO. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose services or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant’s listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City ("Contract Commitment").

- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled “Joint Venture Eligibility Information Form,” available at OEO, for the City’s review and approval of the joint venture arrangement.

3. If Applicant does not fully meet each of the range(s) for participation established for this NOCO, applicant must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Applicant, through the submission of documentary evidence must show that applicant took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive; the City, at its sole discretion, may allow applicants to submit or amend their submission at any time prior to award which may result in revision to Applicant’s participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
- Any additional evidence pertinent to applicant’s conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing applicant’s efforts to achieve participation within the ranges, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).
The applicant's documentary evidence will be reviewed by the OEO to determine whether applicant exercised Best and Good Faith Efforts in response to the participation ranges. Applicant's expressed desire to self-perform services with its own employees will not excuse applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal and cannot be used as a basis for requesting a reduction or waiver of the participation ranges. OEO’s review will include consideration of the following:

- Applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the applicant’s submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful applicant is required to enter into legally binding agreement(s) (“M/W/DSBE Subcontract(s)”) with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the “Contract Commitment(s)”). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. Unless otherwise specified in the M/W/DSBE Subcontract, the successful applicant shall, within five (5) business days after receipt of a payment from the City for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful applicant agrees to fully comply with the City’s payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE participant identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 03-12 or by reason of any contract resulting from the NOCO except such rights or
remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the applicant including debarment of the applicant from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the applicant’s place of business and/or job site and obtain documents and information from any applicant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain applicant’s responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The successful applicant shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment from the City. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful applicant agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful applicant’s fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful applicant’s compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

   - Debar successful applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

   - Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful applicant’s failure to comply with the contract.

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.
ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

<table>
<thead>
<tr>
<th>Bid Number or Proposal Title:</th>
<th>Name of Bidder/Proposer:</th>
<th>Bid/RFP Opening Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Deicing Facility Operations and Maintenance For The City of Philadelphia</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

<table>
<thead>
<tr>
<th>MBE</th>
<th>WBE</th>
<th>DSBE</th>
<th>M-DBE</th>
<th>W-DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work or Supply Effort to be Performed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Solicited</td>
<td>Commitment Made</td>
<td>Give Reason(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>By Phone</td>
<td>By Mail</td>
<td>Yes (If Yes, give date)</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

Commitment Made

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Quote Received</td>
</tr>
<tr>
<td>YES²</td>
</tr>
<tr>
<td>Dollar Amount</td>
</tr>
<tr>
<td>Percent of Total Bid/RFP</td>
</tr>
</tbody>
</table>

OEO REGISTRY # CERTIFYING AGENCY

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.

09/2010

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APPENDIX B-2

SPECIAL ANTIDISCRIMINATION CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS FOR APPLICANTS THAT ARE NONPROFIT ORGANIZATIONS

In response to the objectives of Executive Order 03-12, Applicants that are nonprofit organizations will be required to submit the following information to the Office of Economic Opportunity (OEO):

1. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant’s workforce;
2. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant’s board of directors or trustees;
3. a list of the nonprofit Applicant’s five highest dollar value M/W/DSBE suppliers of products and services; and
4. the nonprofit Applicant’s statement explaining its efforts to maintain a diverse workforce, a diverse board of directors and operate a fair and effective supplier diversity program.

Please use the attached form, “Diversity Report of Nonprofit Organizations,” to submit this information, attaching additional pages as needed. This information should be submitted with the Applicant’s proposal, but the City, at its sole discretion, may allow applicants to submit or amend this form at any time prior to award.
STATEMENT
OF
DIVERSITY PRACTICES, POLICIES AND PAST ACHIEVEMENTS

In compliance with Chapter 17-1603 entitled Equal Opportunity Plan: Contents The Economic Opportunity Plan shall contain a statement from the contractor, developer and/or recipient of financial assistance summarizing past practices by identifying and describing examples of processes used to develop diversity at any/all levels of its organization including, but not limited to, Board and managerial positions. This statement shall also summarize strategic business plans specific to current or past practices of M/W/DSBE utilization on government and non-government projects and procurement. Where appropriate, such a statement should contain:

1. Describe employment and recruitment policies used to achieve diversity in your workforce.

2. Provide the race, gender, and residential (local) status of your
   a) Board of Directors
   b) Management
   c) General Workforce

3. Identify your organization’s methods of solicitation and utilization of Minority, Woman and Disabled Businesses (M/W/DSBEs). Please be specific in describing outreach and any procurement policies that are focused on creating or sustaining business relationships with M/W/DSBEs.

4. What percentage of your company’s total spend with vendors and suppliers is attributable to M/W/DSBEs? Please include a list of the largest M/W/DSBEs used by your organization in the last 12 months.
   a) Identify the type of goods or services purchased
   b) Amount of the contract.
c) Indicate if any of these M/W/DSBEs are listed in the City of Philadelphia’s Office of Economic Opportunity Registry.

d) Are these companies certified as M/W/DSBEs? Do you rely on any particular certifying agency?

e) If there is no previous M/W/DSBE utilization, the Plan shall contain a statement that explains the reason for the lack of M/W/DSBE participation in past contract(s) or project(s).

5. Describe any initiatives made by your organization to increase investment and promote equity ownership by minorities and women.
1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE

Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/disability:

<table>
<thead>
<tr>
<th>Demographic Group</th>
<th>#</th>
<th>%</th>
<th>Males</th>
<th>Females</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caucasian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number of Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION

Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:

<table>
<thead>
<tr>
<th>Demographic Group</th>
<th>#</th>
<th>%</th>
<th>Males</th>
<th>Females</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td></td>
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</tr>
<tr>
<td>Caucasian</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Disabled</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native American</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number of Directors or Trustees</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

3 SUPPLIER DIVERSITY

Please check the appropriate box to indicate if you have a supplier diversity policy. If "no," please explain on your letterhead.

- Yes
- No

If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.

Please identify below, your agency’s five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
<th>Company Telephone</th>
<th>Minority</th>
<th>Woman</th>
<th>Disabled</th>
<th>Annual Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>3</td>
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<td>4</td>
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<tr>
<td>5</td>
<td></td>
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</tr>
</tbody>
</table>

Signature: Date: Non-Profit Name
APPENDIX C

CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name and Title</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Federal Employer Identification Number or Social Security Number:</td>
<td></td>
</tr>
<tr>
<td>Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*</td>
<td></td>
</tr>
<tr>
<td>Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*</td>
<td></td>
</tr>
</tbody>
</table>

___ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

___ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature  
Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at http://business.phila.gov/Pages/Home.aspx. Click on “Register” or “Register Now” to register your business.
INSURANCE REQUIREMENTS

Insurance. Unless otherwise approved by the City’s Risk Management Division in writing, the successful respondent (hereinafter “Provider”) shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider’s performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability and Environmental/Pollution Liability Insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverage. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability, Automobile Liability and Environmental/Pollution Liability Insurance Policies and loss payee on the Property Insurance Policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) Workers’ Compensation and Employers’ Liability.

(1) Workers’ Compensation: Statutory Limits

(2) Employers’ Liability: $1,000,000 Each Accident - Bodily Injury by Accident; $1,000,000 Each Employee - Bodily Injury by Disease; and $1,000,000 Policy Limit - Bodily Injury by Disease.

(3) Other states’ insurance including Pennsylvania.

(b) General Liability Insurance.

(1) Limit of Liability: $50,000,000 on an occurrence basis covering the Demised Premises and Provider’s use thereof against claims for bodily or personal injury or death, and property damage occurring upon, in or about the Demised Premises, such insurance to afford protection to the limit of not less than $50,000,000 ay one occurrence and in the aggregate in respect to injury or death to any number of persons arising out of any occurrence.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations;
independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations) and explosion, collapse, underground hazards.

(c) Automobile Liability Insurance.

(1) Limit of Liability: $10,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(3) Coverage: Owned, non-owned, hired, leased and rented vehicles.

(d) Environmental Liability or Pollution Liability Insurance.

(1) Limit of Liability: $5,000,000 per occurrence for bodily injury (including death) and property damage.

(2) Coverage shall include sudden, accidental and gradual occurrences as well as coverage for receiving, dispensing, transporting, removing, handling or storing aviation fuels or any other pollutants.

(3) Environmental Liability/Pollution Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after expiration or termination of this Agreement.

Self-Insurance. Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City’s Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City’s Risk Management Division, prior to Provider’s commencement of Services or delivery of any Material hereunder, a certified copy of Provider’s most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Responsible Official or the City’s Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider’s self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of the Contract, Provider self-insures its professional liability or workers’ compensation and employers’ liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner’s letter of approval, whichever is appropriate.
The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Provider to the City, or to limit Provider’s liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificate of insurance must be submitted to the City’s Risk Manager at the following address:

City of Philadelphia  
Finance Department  
Division of Risk Management  
1515 Arch Street, 14th Floor  
Philadelphia, PA 19102-1579  
(Fax No.: 215-683-1718).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City’s Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.
APPENDIX E
CITY OF PHILADELPHIA DIRECTIVES AND GUIDELINES FOR ENERGY AND ENVIRONMENTAL CONSERVATION

Maintenance and repair activities under this contract should comply with all applicable local, state, and federal regulations and codes pertaining to energy and environmental conservation, including, but not limited to, the 2009 International Building Code (IBC) and the 2009 International Energy Conservation Code (IECC). In addition, the criteria specified below should be followed as acceptable best management practices relating to sustainability, materials conservation, energy efficiency, and reliability. Contractors are encouraged to exceed construction code requirements whenever possible. Additionally, the PHL Architectural and Engineering Design Standards should be consulted for applicable energy and environmental conservation requirements.

The City of Philadelphia issued in 2004, the City of Philadelphia High Performance Building Renovation Guidelines. This document provides guidance on many of the issues related to enhanced facility performance.

A. The 2004 City of Philadelphia High-Performance Building Renovation Guidelines do not generally indicate specific standards or quantities for building or system performance. It presents qualitative guiding principles related to systems and materials with the goals of improving the performance characteristics of existing buildings and systems. Although much of the information provided in the guidelines should be known to qualified contractors, the Guidelines are directed specifically at performance. The Guidelines include the following relevant topics:

- Electric lighting
- Heating systems
- Cooling and ventilation systems
- HVAC controls and automation
- Water management
- Material selection for sustainability

There are systems to be maintained that are more technologically advanced and more complex than examples in the guidelines. Such systems include elevators, escalators, moving walks, communications and data systems, materials handling and baggage systems, etc.

B. Maintenance and repair activities should reference ASHRAE Standard 189.1, Standard for the Design of High-Performance Green Buildings, prior to implementation. The standard provides minimum recommendations for design, construction, and operation of high-performance green buildings to support energy and environmental conservation.
C. The City of Philadelphia Division of Aviation monitors and tracks energy efficiency and environmental conservation improvements and construction at the Philadelphia International Airport. Contractors should notify Aviation Planning of any potential energy efficiency improvements or environmental conservation tasks, and identify, in advance of implementation, any tasks that may be eligible for grants or energy incentives from local, state, or federal utilities and organizations.

D. Elements that should be considered in selection of materials and methods of building or systems maintenance and renovation include, but are not limited to, the following:

1. Water Conservation
   - Consider low flow fixtures and other water conserving devices
   - Consider native, drought resistant landscaping and other landscaping methods that conserve potable water

2. Energy and Atmosphere
   - Maximize energy performance
   - Maximize CFC reduction in HVAC and refrigeration equipment
   - Optimize energy performance: Lighting Power
     o Light Emitting Diode (LED) Lighting Preferred (or equivalent energy efficient systems)
   - Optimize energy performance
     o HVAC – target of 20% improvement over ASHRAE/IES 90.1-2007 and the City’s current building code
   - Consider motor VFD’s
     o Motor VFD’s are beneficial to energy conservation in applications where (1) variable speed operation is useful and (2) constant speed applications are optimized at less than 100% operational speed. Instances in which VFD’s should be considered are not limited to the above listed applications.
   - Consider use of high efficiency motors
     o Motors should meet, and if practical, exceed efficiency requirements of applicable codes
   - Optimize energy performance for equipment and appliances
     o Use Energy Star Qualified Products and National Electrical Manufacturers Association (NEMA) Premium labeled motors for electric motors
     o Repair through replacement activities should ensure the installed capacity of equipment is appropriate to the application, preventing oversized equipment to operate in place of lower energy solutions; instances of concern should be brought to the attention of Aviation.
3. Materials and Resources

- Storage and collection of recyclables
- Construction waste management
  - Consider recycling and reuse of construction and demolition materials to greatest extent possible
- Reuse of construction materials
- Use of materials with recycled content
- Use of materials manufactured regionally

4. Indoor Environmental Quality

- Should meet and, if practical, exceed minimum IAQ performance as required by International Mechanical Code (IMC) 2009 and referenced Standard ASHRAE 62.1-2004
- Should meet applicable ventilation requirements per IMC 2009 and referenced Standard ASHRAE 62.1-2004
- Consider low emitting materials
  - Examples to consider include adhesives and sealants, paints and coatings, carpet systems, composite wood and laminate adhesives, all to meet respective chemical composition limitation standards
APPENDIX F
PHILADELPHIA INTERNATIONAL AIRPORT
DEICING APRON PROCEDURES

1. The deicing contractor will notify Airport Operations that they intend to activate the deicing pads and commence deicing operations. Telephone numbers for Airport Operations are: (215) 937-6914, (215) 937-4555 or (215) 937-6800.

2. Airport Operations will notify the FAA Air Traffic Control Tower Area Manager or Tower Supervisor of the pending deicing activity. At this point, the Airport Deicing Plan may or may not be put into effect (depending upon level of deicing activity and presence of precipitation).

3. Aircraft flight crew will contact Ramp Control on their designated frequencies and advise them of their need for deicing.

4. The Ramp Controller will approve the aircraft's release from the gate and enter the flight into the deicing system. At this point, the aircraft will be in the "pool" of aircraft en route to the deicing queue (if an aircraft needs to be held at the gate, they will be entered in the "pool" of aircraft and will be issued an expected taxi time based on the flow). For cargo carriers parked west of taxiway Y, the aircraft will be entered into the deicing system. The flight crew will be advised to push back, with assistance from Airport Operations or ramp control, when their position in the queue is adjacent to their parking position.

5. As the aircraft reaches the queue, the aircraft will be selected from the "pool" and be placed in its' sequence in the queue on taxiway J.

6. As the aircraft reaches #1 in queue, the flight crew will contact the Deicing Coordinator on frequency 129.575 and give the following information: company name and aircraft tail number.

7. The Deicing Coordinator will assign the aircraft a slot and will advise the flight crew when they are able to taxi into the assigned slot (flight crew will be advised if they are in queue behind an aircraft being deiced).

8. When the aircraft is approved to taxi into its' assigned slot, the taxiway centerline lights will be illuminated for that slot only by the Deicing Coordinator.

9. As the aircraft reaches its' assigned slot, a ground marshaller will direct the aircraft in and the Deicing Coordinator will advise the flight crew to switch to one of the following frequencies:
   Slot 1, CA1, CA2 - 128.875
   Slot 2, 3, 4 - 131.775
   Slot 5, 6, 7 - 130.675
10. When in position, flight crew will advise the slot controller of the type of fluid required (forced hot air, type I and IV deicing fluid available).

11. Once the aircraft is configured for deicing, the flight crew should advise the slot controller that they are ready for deicing to begin. The slot controller will advise the boom operators via intercom of the type of fluids to be used and that the aircraft is configured for deicing to begin.

12. When the deicing process is completed, the slot controller will advise the flight crew "Deicing complete, standing by with deicing report". The flight crew should acknowledge when ready to copy the following information:
   - Type of fluid applied
   - Glycol/water percent mix (type I fluid only)
   - Beginning time of last application and current time

At that point, the slot controller will be standing by for read back of the information.

13. Once the flight crew is ready to taxi, they will be advised to switch to frequency 129.575 to receive their clearance to taxi (the exit taxiway lights will be illuminated for the aircraft). The only exception is for aircraft deicing at the cargo apron, those will be advised to switch to frequency 129.575 to receive their clearance to taxi. At that point, the flight crew should flash their taxi lights and they will directed by the ground marshaller to taxi when it is safe.

14. The aircraft should proceed out of the deicing pad and hold short of taxiway S and contact Ground Control on 121.90 (or alternate frequency as broadcast on A.T.I.S.) for clearance to taxi to the departure runway.

15. The deicing contractor will notify Airport Operations when deicing activity has ceased. Airport Operations will notify the FAA Air Traffic Control Tower and, if applicable, deactivate the Airport Deicing Plan.

16. The deicing contractor should store the pedestal booms in an east/west direction when not in use for safety and use of the pad for parking of aircraft.
## Appendix H

### Aircraft Deicing Fluid Usage

<table>
<thead>
<tr>
<th>Winter Season</th>
<th>Gallons Type I Fluid</th>
<th>Gallon Type IV Fluid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010 – 2011</td>
<td>725,000 gallons (at average 40% concentration)</td>
<td>87,000 gallons</td>
</tr>
<tr>
<td>2011 – 2012</td>
<td>204,000 gallons (at average 41% concentration)</td>
<td>32,000 gallons</td>
</tr>
<tr>
<td>2012 – 2013</td>
<td>376,000 gallons (at average 40% concentration)</td>
<td>65,000 gallons</td>
</tr>
<tr>
<td>2013 – 2014</td>
<td>1,073,000 gallons (at average 43% concentration)</td>
<td>184,000 gallons</td>
</tr>
<tr>
<td>2014 – 2015</td>
<td>980,000 gallons (at average 44% concentration)</td>
<td>199,000 gallons</td>
</tr>
</tbody>
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