

**REQUEST FOR QUALIFICATIONS  
FUEL MANAGEMENT COMPANY / CONSULTANT FOR  
CAR RENTAL FUEL SYSTEM**

**AT**

**TAMPA INTERNATIONAL AIRPORT**

Issued September 28, 2009

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Senior Director  
Properties and Contracts Administration  
Hillsborough County Aviation Authority

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**REQUEST FOR QUALIFICATIONS  
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TAMPA INTERNATIONAL AIRPORT**

**ARTICLE 1 - OVERVIEW**

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1. Introduction

The Hillsborough County Aviation Authority (“Authority”) requests the submission of qualifications from responsible fuel management firms (“Company”) to (1) provide consultation to the Authority regarding the design of a Common Fueling System (“CFS”) and (2) potentially manage and maintain the CFS after it is placed into service. The system will be located at Tampa International Airport (“Airport”) in the Airport’s Terminal Rental Car Quick Turn Around (“QTA”) Facility. The existing QTA has six individual fuel systems and is being expanded to accommodate additional car rental brands. In order to accommodate the additional car rental brands, the designated QTA space for each company is being reallocated and additional fuel dispensers are being installed. The fuel systems are being converted to a CFS with the installation of an electronic fuel monitoring and reporting system to track the fuel used by individual brands. The expanded facility will be equipped with seventy-six (76) indoor fuel dispensers with one hundred thirty-two fueling points that provide fuel to multiple car rental agencies. Fuel is supplied to the dispensers from six 20,000-gallon underground tanks which are replenished by tank truck delivery. The essential element in managing the facility is maintaining an uninterrupted fuel supply and accountability of the fuel inventory.

The Authority will evaluate submissions of qualifications of each Company, and will thereafter rank those Companies, that the Authority determines are qualified, in order of precedence based on the evaluation criteria contained in this RFQ document and submit the qualified Companies to the Authority Board for selection. A contract will be negotiated with the selected Company.

Under a separate procurement the Authority is selecting a design-build firm to design and construct the expansion/conversion of the fuel system and other facilities necessary to accomplish the Authority’s goal of increasing the number of rental car brands providing service at the Airport.

The initial scope of work will be to provide consultation services to the Authority and/or its Design/Build firm for the construction of the additional QTA facilities. In Phase I, the Company will enter into a consultant contract with the Authority and will be assigned to work with the design-build firm during the design stages of the fuel system expansion/conversion in order to provide design and operational knowledge to the design builder.

Should the Authority determine to contract for the operation and maintenance of the CFS, Company will enter into a separate Phase II agreement with Authority.

The Phase II agreement, if implemented, will be a management agreement for the CFS that is anticipated to run concurrently with the next five-year car rental concession agreement scheduled to commence July 1, 2010. The selected company will be responsible for maintaining the CFS, reconciliation of the fuel inventory and compiling consumption reports and distributing them to the fuel suppliers and individual car rental agencies. The management agreement will not involve fuel sales to the individual rental car agencies. Each rental car agency is will be responsible for fuel purchases through their individual suppliers.

### 1.1 Objectives:

- Manage and maintain all equipment associated with the CFS. Optional systems that may be included in a management agreement could include any or all of the following: leak detection, electrical, fire suppression, ventilation, CFS drainage elements and related systems.
- Operate and maintain a manual and electronic fuel inventory system that provides real-time inventory and user friendly reports. Redundancy is critical for reconciliation and accountability of fuel inventories.
- Coordinate, manage and maintain tenant-purchased fuel deliveries, which may be daytime or nighttime drops.
- Monitor and report to the car rental agencies and the fuel supplier daily inventory levels and fueling transactions.
- Develop a written operations plan to provide uninterrupted fuel service in the event of any shut down of the fuel system, regardless of the reason, including alternative temporary capability. This plan must meet the prior approval of the Aviation Authority.
- Develop an Operations and Training Manual for personnel using the fuel system.
- Submit monthly reports of each car rental company's fuel consumption to the individual car rental companies and their associated fuel vendor for invoicing, by the fuel vendor, to the car rental company.
- The Company will ensure that all QTA employees are properly trained and qualified to perform fueling operations. The Company will also ensure that each car rental agency employee has successfully completed an approved fueling operation and safety training program.

- The Company will be responsible to ensure the facility meets all environmental, life/safety and storage tank regulations.
- Maintain, repair, and if necessary replace fueling equipment to ensure uninterrupted fuel supplies and reporting requirements.

## ARTICLE 2 - INSTRUCTIONS

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### 2.0 Authority Representative and Written Questions

Debbie Northington, Contracts Manager, is the designated Authority representative for this RFQ Authority representative and all contact and communications regarding this RFQ must be directed in writing by e-mail to [DNorthington@TampaAirport.com](mailto:DNorthington@TampaAirport.com). Questions concerning this RFQ must be received no later than 5:00 p.m. EDT on October 14, 2009. Questions received after this time and date will not be considered. Only responses to questions answered by the Authority in writing will be binding. All such interpretations and any supplemental instructions will be in the form of a written addendum or clarification and will be posted on the Authority's website by October 16, 2009. The Company will be responsible for including any such addenda in its submitted proposal. Failure of any Company to receive any such addendum or clarification will not relieve said Company from any obligation contained therein.

### 2.1 Mandatory Pre-Qualification Conference

A mandatory pre-qualification conference will be held Monday, October 12, 2009, at 1:30 p.m. EDT, in the Authority's Boardroom. A representative of each Company is required to attend the mandatory pre-qualification conference and sign the Authority's attendance roster on behalf of the Company prior to adjournment of the conference in order for a Company to be considered for qualification by the Authority. Items of importance will be discussed at the mandatory pre-qualification conference that will impact the agreement. **Any pre-qualification documents submitted by a Company not represented at the mandatory pre-qualification conference and/or whose representative failed to sign the attendance roster will be rejected.** Due to time constraints, the Authority will not respond to any comments or questions regarding the RFQ documents submitted after 5:00 p.m., EDT, on Wednesday, October 14, 2009.

### 2.2 Submittals

- a. From the information provided in the qualifications submitted by each Company, the Authority will determine whether each Company has met the minimum qualification requirements. If the RFQ documents are not timely submitted or properly executed by the Company, or if, in the sole discretion of the Authority, the information contained therein is incomplete or not responsive, the RFQ response documents may be rejected by the Authority.
- b. The Authority reserves the right, in its sole discretion, to waive any informalities or irregularities of RFQ documents, except that the Authority will not waive the requirement that RFQ documents, complete in all material respects, be received by the Authority by the time and date specified for the receipt thereof.
- c. The Authority reserves the right to request clarification of information submitted in any RFQ document, to require additional information from any Company, or, in the Authority's sole discretion, to reject any or all RFQ document(s) for any reason, and to re-issue or not to re-issue this RFQ.

- d. The Authority also reserves the right to extend the date and time period during which it will accept RFQ documents, and to extend the date or time scheduled for the evaluation of Companies and determination of qualified Companies.
- e. Each Company submitting RFQ documents which have not been rejected, will be evaluated by the Authority and will be grouped with the other responsive and responsible Companies which qualify. The Authority may conduct interviews with the Companies.

### 2.3 Withdrawal of Qualification Submittal

Qualification documents may not be withdrawn after they are submitted, unless the Company makes a written request for withdrawal and such request is received by the Authority prior to the deadline for receipt of qualification documents. After submittal of the qualification documents to the Authority, and prior to the time the selected Company is notified that it has been awarded a contract, a Company may not withdraw its qualification documents.

### 2.4 Completion and Execution of Qualification Form

All qualification documents must be signed by either, the individual proprietor, a general partner of a partnership, a managing member of a limited liability company, or an authorized officer of the Company submitting the qualification documents, and must be properly witnessed or attested. If any officer or agent other than the owner of a sole proprietorship, a general partner of a partnership, a managing member of a limited liability company, or the president or vice president of a corporation will execute any contract document on behalf of the Company, the Authority will be furnished satisfactory evidence of such officer's or agent's authority to bind the Company with respect to the contents of the eligibility and qualification documents signed by him or her.

### 2.5 Qualification Determination

No Company will be deemed to be a qualified Company until the Authority has provided written notice, and such notice has been received by such Company.

### 2.6 Public Disclosure

All bid and other materials submitted by Companies in response to this RFQ will become the property of the Authority. The Authority is subject to the public records requirements of Florida Statute 119, and as such, all materials submitted by Companies to Authority are subject to disclosure. Companies specifically waive any claims against Authority related to the disclosure of any materials if made under a public records request.

### 2.7 Woman and Minority-Owned Business Enterprise (W/MBE) Participation

It is the policy of the Authority that Woman and Minority Business Enterprises

(W/MBEs) as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as Disadvantaged Business Enterprises under the Florida Unified Certification Program (DBEs) and woman and minority-owned business enterprises certified with Hillsborough County, City of Tampa, or State of Florida Office of Supplier Diversity (W/MBEs) will be eligible to participate on Authority funded contracts as a W/MBE.

In advancing this opportunity for W/MBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts. Under its W/MBE policy and program, the Authority will recognize and encourage W/MBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.

No specific expectancy for participation by W/MBEs has been established in this RFP. However, companies are strongly encouraged to propose participation by W/MBEs to perform commercially useful functions of the work required in this RFP by submitting a completed letter of intent for each proposed M/WBE. Proposed W/MBE firms must be certified with the appropriate agencies at the time proposals are received. A directory of certified DBEs and links to the various agency websites that have directories of certified W/MBEs are also available on the Authority's website at [www.TampaAirport.com](http://www.TampaAirport.com). Additional assistance may be obtained by calling the DBE Program Manager at (813) 870-8738.

EACH AGREEMENT THE AUTHORITY EXECUTES WITH COMPANY (AND EACH SUBCONTRACT COMPANY EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Prime Company's W/MBE Assurance: The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's W/M/DBE policies and programs in the award and administration of Authority contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## 2.8 Public Entities Crime Act

In accordance with Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section

287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 2.9 Evaluation Process

- a. The Authority will initially evaluate each Company's submission for responsiveness. A determination of responsiveness will be based upon whether a Company has completed and timely submitted all documents and supplemental information required. Non-responsive submissions will not be further evaluated.
- b. Following the initial evaluation, the responsive submissions will be further evaluated based on the evaluation criteria listed or discussed in Article 4 of this RFQ.
- c. The following evaluation criteria have been established to determine which Company will best contribute to the overall project goals of the Authority. Each submittal will be evaluated based on the following:
  - Company's experience managing large-scale fueling facilities      Weight 20
  - Company's experience maintaining fueling equipment      Weight 20
  - Company's experience operating and maintaining an Electronic Fuel Monitoring and Reconciliation software system      Weight 30
  - Company's experience with Airport-based multi-user rental car facilities      Weight 30

The technical evaluation will be made on the basis of comparative fulfillment of the criteria where 0 is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times weight.

- d. The evaluation scores will be presented to the Authority Board in ranked order for selection by the Board for Contract award.

## 2.10 Cost of Preparation of Documents

All costs associated with the preparation of the eligibility and qualification documents, and the bid and presentation materials, will be the responsibility of Company, including, but not limited to, costs of delivery, express, parcel post, packing, cartage, insurance, license fees, permits and bonds.

### ARTICLE 3- SCHEDULE

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\* The following is the anticipated schedule of dates for the RFQ process. This schedule is subject to change without advance notice.

Scheduled Item	Scheduled Date
RFQ posted on Authority website	September 28, 2009
<b>Mandatory pre-qualification conference in the Authority's Boardroom</b>	<b>October 12, 2009 @ 1:30 p.m.</b>
Question/clarification deadline	October 14, 2009
Final addenda, if any, posted on the Authority's website	October 16, 2009
<b>RFQ response deadline (no formal opening)</b>	<b>November 2, 2009, not later than 2:00 p.m. EDT</b>
Technical evaluation	November 9 – 10, 2009
Board Selection and Award	November 12, 2009

## ARTICLE 4 – RESPONSE REQUIREMENTS

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### QUALIFICATION FORM FUEL MANAGEMENT COMPANY/CONSULTANT FOR CAR RENTAL FUEL SYSTEM

#### INSTRUCTIONS

#### 4.0 Minimum Qualifications

The following minimum requirements have been established as a basis for determining the eligibility of the Company to be considered to provide on-airport car rental services. Sufficient documentation must be provided to allow the Authority to determine whether the Company meets the following requirements:

Minimum of three years experience managing a large-scale (over 100,000 gallons total storage capacity) fueling facility providing fuel to multiple users through a common fueling system.

Minimum of three-years experience in maintaining fueling systems including storage tanks, piping, and service station type dispensing equipment.

Minimum of three-years experience operating and maintaining an electronic fuel monitoring and reporting system.

#### 4.1 Response Requirements

Companies are advised to carefully follow the instructions listed below in order to be considered fully responsive. There will be no formal response opening for this RFQ. Responses will be opened and evaluated, after the published response deadline of 2:00 p.m., EDT, on November 2, 2009. Any response received after **2:00 p.m., EDT, on November 2, 2009** will be deemed non-responsive and will be returned unopened to the Company.

The Company will carefully review and address all of the evaluation factors outlined in this RFQ as well as respond to all questions contained in Section 4.6, Outline Format for Response. In order to be considered, Company must be able to demonstrate that it meets the minimum qualifications. Failure by Company to provide documentation necessary to demonstrate that it meets the minimum qualifications will cause the Company's response to be rejected as non-responsive.

#### 4.2 Number of Copies of Response

1 Original (clearly marked "ORIGINAL"), and  
4 Copies (clearly marked "COPY").

#### 4.3 Delivery of Response

The Authority's office is open Monday through Friday, 8:30 a.m. to 5:00 p.m., EDT, excluding major holidays.

The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the Company. ***The response delivery deadline is November 2, 2009, at 2:00 p.m., EDT.*** Responses must be delivered to the physical location listed below. The Authority will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence. If you have any questions concerning the delivery of your response, call Debbie Northington at (813) 870-7805.

All responses will be submitted in sealed packages and labeled as follows:

**SEALED RESPONSE:  
FUEL MANAGEMENT COMPANY/CONSULTANT FOR  
CAR RENTAL FUEL SYSTEM  
Qualifications Documentation**

Responses must be delivered as follows by hand or courier delivery:

Attn: Debbie Northington, Contracts Manager  
Properties & Contracts Administration  
Hillsborough County Aviation Authority Office  
Tampa International Airport  
4100 George Bean Parkway, Suite 3311  
Landside Terminal, 3<sup>rd</sup> Floor, Blue Side  
Tampa, Florida 33607

(Responses will be given a time/date receipt by Authority staff.)

#### 4.4 Qualifications Documentation Process

This process will in no manner be construed as a commitment on the part of the Authority to award a contract. The Authority reserves the right to reject any or all responses; to waive minor irregularities in the process or in the responses thereto; to re-advertise; and to postpone or cancel this process.

#### 4.5 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate Company's experience or qualifications and/or clarify or substantiate any area contained in the Company's response.

#### 4.6 Outline Format for Response

All information requested below must be provided in full, as a condition for consideration in this process. Failure to provide the information may result in rejection of the response. Responses will be:

- typed and double-spaced
- each page numbered at the bottom
- one side of the paper only
- contain a table of contents
- assembled in organized sections
- each section of the proposal must be **TABBED** with a section title

Company will submit the following information:

#### **TAB 1—COMPANY'S INFORMATION**

1. Company's Legal Name
2. State of Incorporation: (if applicable)
3. Phone Number
4. Principal Office Address
5. Ownership: individual, partnership, corporation or other.
6. Does Company provide services to anyone related to or employed by Authority, including Authority's Board members? \_\_\_ Yes \_\_\_No  
If yes, explain.

#### **TAB 2— FUEL SYSTEM MANAGEMENT EXPERIENCE**

1. Describe experience with fuel management projects that demonstrate at least three years experience managing a large-scale (over 100,000 gallons total storage capacity) fueling facility providing fuel to multiple users through a common fueling system. Provide references for all cited projects (include the project manager's name or contract administrator's name, organization name, phone numbers and e-mail addresses).
2. Describe experience that demonstrates at least three years experience in maintaining fueling systems including storage tanks, piping, and service station type dispensing equipment. List the brand name, model number and number of dispensers in each project described in paragraph (1) of this TAB. Identify the number of years experience with each brand dispensing equipment.

3. Describe experience that demonstrates at least three years experience operating and maintaining an electronic fuel monitoring and reporting system. List brand and model number of the electronic monitoring and reconciliation system maintained. Identify number of years experience with each brand of electronic monitoring and reconciliation system operated and maintained. Include a description of experience relating to redundant fuel reconciliation methods.
4. Describe all fuel management experience with Airport based, consolidated (multi-user) rental car facilities.
5. Provide resumes for key personnel that demonstrate their experience and skill in managing an indoor, multi-user fueling operation. Identify any license or certification your firm holds relating to the maintenance and/or repair of a fueling facility.

**TAB 3—TERMINATION FOR CAUSE**

Has the Company been terminated, other than at the end of a contract term, from any contract within the past three years? \_\_\_Yes \_\_\_No

If yes, explain the circumstances of termination.

**TAB 4—ADDENDA REQUIRED ATTACHMENT**

All issued addenda to this RFP are required to be attached under this TAB and executed by the Company.

**TAB 5—COMPANY'S CERTIFICATION**

To be considered for determination by the Authority as a qualified Company, Company must sign the certification contained in ARTICLE 5 of this RFQ and attach under this TAB.

**TAB 6---HOURLY RATES**

List the hourly billing rates for the key personnel described in TAB 2, Paragraph 4. The rates listed are not part of the evaluation.

**ARTICLE 5 - COMPANY'S CERTIFICATION**

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By submitting a response to this RFQ, Company understands, agrees and warrants that:

- A. The submission of this qualification form is the duly authorized act of the Company, and the undersigned is duly authorized and designated to execute this qualification form.
- B. Company has carefully read and fully understands the information provided in this RFQ.
- C. Company has the capability to successfully undertake and complete the responsibilities and obligations of the response being submitted.
- D. All information in the response is true and correct.
- E. The Authority has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Company, and Company hereby grants the Authority permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

This form must be executed by a duly authorized agent of the Company. By signing below, the person signing certifies that he or she is duly authorized to bind the Company as provided above. If this form is not so executed, a duly certified corporate resolution authorizing the form and execution used must be attached.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

*[Corporate Seal]*

\_\_\_\_\_  
Name of Company  
\_\_\_\_\_  
Signature of Duly Authorized Agent  
\_\_\_\_\_  
Printed Name of Duly Authorized Agent  
\_\_\_\_\_  
Printed Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*[Notary Seal]*

**(TO BE CONSIDERED FOR DETERMINATION BY THE AUTHORITY  
AS A QUALIFIED COMPANY, COMPANY MUST SIGN THIS CERTIFICATION)**

Fuel Management Company/Consultant RFP  
Attachment 1, Sample Agreement

FUEL MANAGEMENT COMPANY/ CONSULTANT SERVICES AGREEMENT  
AT  
TAMPA INTERNATIONAL AIRPORT

Company Name

Board Date: \_\_\_\_\_

Prepared by:  
Properties and Contracts Department  
Ted Leslie  
Hillsborough County Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
FUEL MANAGEMENT CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the state of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and \_\_\_\_\_, a \_\_\_\_\_(state) corporation, authorized to do business in the state of Florida, (hereinafter referred to as "Company"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, Authority owns and/or operates the public airports in Hillsborough County, specifically Tampa International Airport ("Airport"); and

WHEREAS, Authority advertised a request for qualifications to provide fuel management/consultant services ("RFQ") to assist the Authority in its construction of a common fuel system ("CFS") for its Terminal Rental Car Quick Turn Around ("QTA") Facility; and,

WHEREAS, Company responded to Authority's RFQ and Authority has found that Company is qualified to provide such services; and

WHEREAS, Company agrees to provide said services to Authority.

NOW, THEREFORE, the parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2  
SERVICES

2.1 Scope of Services

A. Upon request by Authority, Company agrees to provide the services required under this Agreement as outlined below:

1. Participate in the Authority's design-build process for the expansion of QTA facilities including , at a minimum, the following:
  - a. Provide consulting services to the Authority on all aspects of the QTA CFS.
  - b. Develop Operational Plan and manuals for the CFS.
  - c. Develop a comprehensive Training Plan and manuals for the CFS.
  - d. Develop an Environmental Plan for the CFS.
  - e. Design reports providing daily, weekly and monthly fuel consumption by individual car rental company and reconciliation of inventory.
  - f. Develop a recommended spare parts list, tool list and equipment list for the CFS.
2. Other related services as required by the Authority.

2.2 Authority's Representative

Authority will be represented by the Senior Director of Planning and Development or a designee of the Senior Director of Planning and Development .

2.3 Company's Principal Consultant

Company has designated \_\_\_\_\_ as Company's consultant (hereinafter referred to as "Principal Consultant") who will have the authority to act on behalf of Company and provide the consultant services as outlined in Section 2.1 above. The Principal Consultant will not change without at least 30 days prior written notice to Authority. Authority reserves the right to approve any proposed replacement of the Principal Consultant, and will require that, at a minimum, the proposed replacement have equal or greater qualifications as the Principal Consultant being replaced.

2.4 Company/Subcontractor Relationship

Except as may be otherwise provided, Company will not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of the

Authority. If so approved, the Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

### ARTICLE 3

#### TERM

3.1 Effective Date

This Agreement will become effective upon approval and execution by Authority and Company.

3.2 Term

The term of the Agreement commences on December \_\_, 2009 and will continue until December 31, 2010 unless terminated earlier as provided herein.

3.3 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for two one-year periods, if Company is not in default of any terms of this Agreement, at the sole option of the Authority. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal options are exercised by Company and approved by Authority, this Agreement will have a final termination date of December 31, 2012.

3.4 Early Termination of Agreement

Authority may terminate the Agreement, without cause, by giving 30 days written notice to Company.

### ARTICLE 4

#### COMPENSATION

4.1 Hourly Fees and Expenses

As compensation for all services provided herein by Company, Authority agrees to pay to Company a fee based on personnel hourly expenses, out of pocket expenses and transportation costs, if any, as detailed on Exhibit A to be developed through negotiation between Authority and Company and attached hereto.

4.2 Method of Payment

On a monthly basis, by the 10<sup>th</sup> of the month following the billing month, Company will submit to Authority, in a form satisfactory to the Authority, an invoice for the fees for services performed.

4.3 Prompt Payment

The Company must pay its subcontractor(s) who have submitted verified invoices for work already performed within ten calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay its sub-contractor(s) accordingly will be a material breach of this Agreement.

ARTICLE 5

OWNERSHIP OF DOCUMENTS

All work product developed under this Agreement is the property of Authority, regardless of the final disposition of the project. Upon termination of this Agreement, Company will transfer, assign and make available to Authority, or Authority's authorized representative, all materials related to the services provided by Company under this Agreement in Company's possession belonging to and paid for by Authority. Company may not use any materials or work products developed under this Agreement for any other purpose without the express written permission of Authority.

ARTICLE 6

QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed under this Agreement. All services furnished by Company or its subcontractors will be performed in accordance with best management practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's services and deliverables will conform with all applicable federal and state laws, regulations and ordinances.

ARTICLE 7

NON-EXCLUSIVE

Company acknowledges that the Authority has, or may hire, other consultants to perform work similar to or the same as that which is within the Company's scope of services under this Agreement. Company

further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to various consultants is solely within the Authority's discretion.

ARTICLE 8  
DEFAULT AND TERMINATION RIGHTS

8.1 Events of Default

The following events will be deemed events of default by Company:

- A. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's non-compliance with Florida Statute 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

8.2 Authority's Remedies

In the event of any of the foregoing events of default enumerated in Section 8.1, Authority, may immediately terminate Company's rights under Agreement and Company will remain liable for all damages suffered by Authority. The exercise of this remedy does not preclude the exercise of any other remedies provided by statute or general law.

ARTICLE 9  
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend the Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the state of Florida. This article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Company of its liability or obligation to indemnify, hold harmless and defend the Authority as set forth in this article.

ARTICLE 10  
INSURANCE

10.1 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority is an additional insured.

10.2 Limits and Requirements

A. Workers Compensation/Employer's Liability

The minimum limits of Workers' compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Florida Statutory"
Part Two:	
Each Accident	<u>\$100,000</u>
Disease – Policy Limit	<u>\$500,000</u>
Disease – Each Employee	<u>\$100,000</u>

B. Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

	<u>Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Business Automobile Liability Insurance

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined \$1,000,000

D. Professional Liability

The minimum limits of Professional Liability insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of the Agreement. The minimum limits of coverage are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

10.3 Conditions of Acceptance

This Agreement incorporates by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement as may be amended from time to time.

ARTICLE 11

INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 12

NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color,

or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

## ARTICLE 13

### WOMEN AND MINORITY DISADVANTAGED BUSINESS ENTERPRISE

#### 13.1 Authority's Policy

Authority is committed to a program for the participation of Woman and Minority-Owned Business Enterprises (W/MBE) in non-concession, non-federally funded contracting opportunities (hereinafter referred to as "W/MBE Program") in accordance with the Authority's W/MBE Policy and Program adopted December 13, 2007. In advancing Authority's policy, Company agrees to ensure that W/MBEs, as defined in Authority's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

#### 13.2 Non-Discrimination

A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of the Authority's W/MBE Policy and Program in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.

### 13.3 W/MBE Participation

- A. W/MBE Goal: No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort throughout the term of this Agreement to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services and Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR part 26 in the performance of this Agreement.
- B. W/MBE Termination and Substitution: Company will not terminate a W/MBE for convenience without the Authority's prior written consent. If a W/MBE is terminated by Company with the Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of Authority's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the

subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

#### ARTICLE 14

##### HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

#### ARTICLE 15

##### ASSIGNMENT

Company shall not assign or subcontract this Agreement without the prior written consent of Authority

#### ARTICLE 16

##### APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the state of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the US District Court for the Middle District of Florida.

Company hereby waives any claim against Authority, and its officers, board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

#### ARTICLE 17

##### NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. Box 22287

TAMPA, FLORIDA 33622-2287

ATTN: EXECUTIVE DIRECTOR

**Or**

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SAME

TAMPA INTERNATIONAL AIRPORT

LANDSIDE BUILDING

3<sup>RD</sup> FLOOR, BLUE SIDE

TAMPA, FLORIDA 33607

ATTN: EXECUTIVE DIRECTOR

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 18

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 19

COMPLIANCE WITH RULES AND REGULATIONS

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Aviation Administration (FAA), or

Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

ARTICLE 20  
CORPORATE TENANCY

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to Authority that Company is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 21  
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 22  
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 23  
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 24  
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and Conditions as contained in this Agreement;
2. RFQ: Fuel Management Company/Consultant for Car Rental Fuel System
3. Company's Response RFQ: Fuel Management Company/Consultant for Car Rental Fuel System.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

BY: \_\_\_\_\_  
Alfred S. Austin, Chairman

Address: P.O. Box 22287  
Tampa, FL 33622

Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

**LEGAL FORM APPROVED:**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Elita Cobbs McMillon  
Assistant General Counsel

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Alfred S. Austin in the capacity of Chairperson, and by \_\_\_\_\_ in the capacity of Secretary, of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

**COMPANY NAME**

Signed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**COMPANY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)  
at \_\_\_\_\_, a corporation, on its behalf. \_\_\_\_\_

(He is / She is) (Personally / Not personally)

known to me and has produced \_\_\_\_\_.  
(Form of identification)

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)