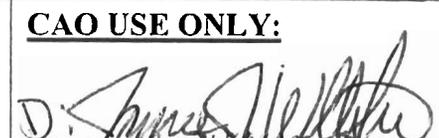


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of February 13, 2007**

AGENDA TITLE: Amendment I to Agreement for Services #106-S0411 with EPIC Aviation, LLC dba Air BP Aviation Services for provision of aviation fuel and related services to the Placerville and Georgetown Airports

DEPARTMENT: General Services	DEPT SIGNOFF: 	CAO USE ONLY: 
CONTACT: Jordan Postlewait		
DATE: 1/18/2007	PHONE: 5330	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Department of General Services recommends that the Board: *1 Retroactive as to term 11/30/06*

- 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide for provision of aviation fuel and related services to the Placerville and Georgetown airports in accordance with County Ordinance 3.13.030; and
- 2) Retroactively approve Amendment I to Agreement for Services #106-S0411 with EPIC Aviation, LLC dba Air BP Aviation Services for provision of aviation fuel and related services to the Placerville and Georgetown airports, extending the term through December 15, 2007; and
- 3) Authorize Chairman to execute said Amendment.

CAO RECOMMENDATIONS: *Recommend approval Laura A. Gill 2/1/07*
Procurement & Contracts will issue a request for bids for this commodity and prepare a request for Board action prior to the expiration of this agreement.

Financial impact? () Yes (X) No	Funding Source: () Gen Fund (X) Other Other: Airport Enterprise Fund
BUDGET SUMMARY:	CAO Office Use Only:
Total Est. Cost _____	4/5's Vote Required () Yes (X) No
Funding	Change in Policy () Yes (X) No
Budgeted _____	New Personnel () Yes (X) No
New Funding _____	CONCURRENCES:
Savings _____	Risk Management <u> / </u>
Other _____	County Counsel <u> / </u>
Total Funding _____	Other _____
Change in Net County Cost _____	

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or _____ Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____ <small>Rev. 04/05</small>	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors Date: _____ Attest: Cindy Keck, Board of Supervisors Clerk By: _____
---	---



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

Airports Parks and Grounds Division

Jordan Postlewait, Manager

(530) 621-5684

January 18, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Amendment I to Agreement for Services #106-S0411 with EPIC Aviation, LLC dba Air BP Aviation Services for provision of aviation fuel and related services to the Placerville and Georgetown Airports

Dear Board Members:

Recommendation:

The Department of General Services recommends that the Board:

- 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide for provision of aviation fuel and related services to the Placerville and Georgetown airports in accordance with County Ordinance 3.13.030; and
- 2) Retroactively approve Amendment I to Agreement for Services #106-S0411 with EPIC Aviation, LLC dba Air BP Aviation Services for provision of aviation fuel and related services to the Placerville and Georgetown airports, extending the term through December 15, 2007; and
- 3) Authorize Chairman to execute said Amendment to Agreement.

Reason for Recommendation:

On December 16, 2003 a three-year contract was executed, Agreement #106-S0411 with EPIC Aviation, LLC dba Air BP Aviation Services for provision of aviation fuel and related services to the Placerville and Georgetown Airports. General Services is requesting the Board approve Amendment I to said Agreement extending the term of the contract through December 15, 2007. By extending the contract, the county will continue to receive uninterrupted delivery of aviation fuel to the county's airports.

The Agreement has been approved by County Counsel and Risk Management. The Officer or employee with responsibility for administering the Agreement is Jordan Postlewait, Manager of Airports, Parks and Grounds, General Services Department.

Fiscal Impact:

All fuel purchased from EPIC Aviation, LLC dba Air BP Aviation Services is resold, by the County, for general aviation purposes. Profits are deposited into the Airports' enterprise funds. The Agreement stipulates that the total amount of fuel purchased, shall not exceed the annual budgeted funds for the purchase of fuel from the Airports' Enterprise Funds. Current budget amount for fuel purchases at both Airports is \$465,187.00.

Action to be Taken Following Approval:

Board Clerk's office will forward executed Agreement Amendment I documents to General Services for distribution, encumbrance, and administration.

Respectfully Submitted,



Joanne M. Narloch
Director of General Services

JMN: jlp

ORIGINAL

AGREEMENT FOR SERVICES #106-S0411 AMENDMENT I

This Amendment I to that Agreement for Services #106-S0411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and EPIC Aviation, LLC dba Air BP Aviation Services, duly qualified to conduct business in the State of California, whose principal place of business is 1790 16th Street, (Mailing: P.O. Box 12249), Salem, OR 97302; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County for the provision of aviation fuel and related services to the Placerville and Georgetown Airport Facilities for the General Services Department, Airports, Parks and Grounds Division, in accordance with Agreement for Services #106-S0411 dated December 16, 2003, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XV– Notice to Parties** and **ARTICLE XXIV - Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIX – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #106-S0411 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of December 16, 2003 through December 15, 2007.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
345 FAIR LANE
PLACERVILLE, CA 95667
ATTN: JOANNE M. NARLOCH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

AIR BP AVIATION SERVICES
P.O. BOX 12249
1790 16TH STREET, SE
SALEM, OR 97302

or to such other location as the Contractor directs.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Airports, Parks and Grounds Manager, General Services Department, or successor.

ARTICLE XXIX

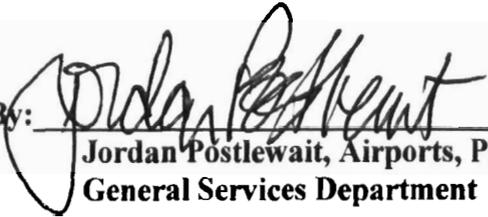
County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #106-S0411 shall remain unchanged and in full force and effect.

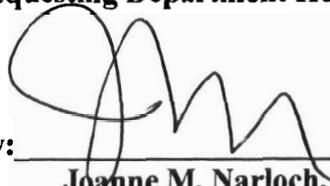
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/

Requesting Contract Administrator Concurrence:

By:  Dated: 12/12/06
Jordan Postlewait, Airports, Parks and Grounds Manager
General Services Department

Requesting Department Head Concurrence:

By:  Dated: DEC 14 2006
Joanne M. Narloch, Director
General Services Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #106-S0411 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 1-5-2007

EPIC AVIATION LLC
dba AIR BP AVIATION SERVICES

By:  _____

Mike Delk
President
"Contractor"

Attest:

By:  _____
Corporate Secretary

Dated: 1-5-2007

COPY

AGREEMENT FOR SERVICES #106-S0411

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and EPIC Aviation, LLC dba Air BP Aviation Services, duly qualified to conduct business in the State of California, whose principal place of business is 1790 16th Street, SE, (Mailing: P.O. Box 12249), Salem, Oregon, 97302; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor for the provision of aviation fuel and related services to the Placerville and Georgetown Airport Facilities; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor hereby agrees to provide aviation fuel and related services to the Placerville Airport, located at 3501 Airport Road, Placerville, CA 95667 and the Georgetown Airport, located at 6245 Aerodrome Way, Georgetown, CA 95634 in accordance with Attachment "A", marked "Response Sheet", incorporated herein and made by reference a part hereof.

Purchases permitted by Contractor in excess of the maximum quantities specified in Attachment A herein shall not operate as a waiver of Contractor's right to restrict purchases to such minimum or maximum quantities during any subsequent period.

Contractor shall provide additional services for the provision of facility maintenance and related items as mutually agreed by the parties hereto and in accordance with Attachment "B", marked "Request for Proposal #03-405-108", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years from date thereof. This Agreement may be extended for one (1) additional one-year period if mutually agreed in writing between the parties hereto and not less than thirty (30) days prior to the expiration date of this Agreement.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within thirty (30) days upon receipt and approval of itemized invoice(s), or such other terms as may, from time to time, be established by mutual consent of the parties hereto in writing. For the purposes hereof, the total amount of this Agreement shall not exceed the annual funds budgeted for the purchase of fuel from Airport's Enterprise Fund, Type 31.

ARTICLE IV

Prices: Prices for products sold, inclusive of all applicable taxes and fees, shall be Contractor's delivered price for each product on the date and for the method of delivery. The price shall be Contractor's established daily price paid by other Air BP Aviation customers within a hundred (100) mile radius of County's designated places of delivery.

ARTICLE V

Delivery: Contractor shall make deliveries at county's two (2) designated places of business in respect to each load which shall not be less than four thousand (4,000) gallons. Orders for aviation fuels must specify quantities equivalent to a full truck transport or as the parties shall agree.

In the event deliveries are made in transport truck or tank wagon lots, deliveries within ten percent (10%) of amounts called for by this Agreement or any installment thereof shall be deemed sufficient deliveries by Contractor, only the actual amounts delivered to be paid for.

ARTICLE VI

Brand: County shall not sell Contractor's products under trademarks or brand names of Contractor other than those authorized by Contractor. County further undertakes and agrees not to sell products purchased hereunder to any reseller whom County knows or has reason to believe will not sell such products only under Contractor's brand names as provided for herein.

ARTICLE VII

Legal Requirements: Contractor and County shall comply with all applicable laws, ordinances, regulations, judicial and administrative orders and other legal requirements of all governmental authorities, federal, state, municipal or other, pertaining to this Agreement and the loading, storage, transportation, and sale of petroleum products.

ARTICLE VIII

Taxes: County assumes the payment of all domestic and foreign taxes and/or duties now or hereafter imposed, directly or indirectly, on the goods covered by this Agreement.

Contractor agrees to collect and remit all applicable federal and state taxes as required by law, but assumes no responsibility for payment of local, city or County taxes unless made aware of these taxes by County.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign

services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of

the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MS. CRAVEN ALCOTT, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

AIR BP AVIATION SERVICES
P.O. BOX 12249
1790 16TH STREET, SE
SALEM, OR 97302

or to such other location as the Contractor directs.

ARTICLE XVI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XX

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXIII

Year 2000 Compliance: Contractor agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Gray, Airports, Parks and Grounds Manager, General Services Department, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 12/16/03

By: Bonnie H. Rich
Bonnie H. Rich
Purchasing Agent
"County"

-- CONTRACTOR --

Dated: _____

EPIC AVIATION, LLC dba
AIR BP AVIATION SERVICES

By: Terry P. Cross August 14, 2003
Terry P. Cross
V.P. Sales & Marketing
(Article xxv) Mike Delt
President
"Contractor"

By: [Signature]
Secretary

Dated: 12-9-03

ATTACHMENT A
RESPONSE SHEET

CURRENT FUEL PRICES: Per Gallon

GRADE	PRICE	TAXES STATE/FED	DELIVERY CHARGE	TOTAL COST TO FACILITY
80/87	<u>\$ 1.55</u>	<u>\$.37519</u>	<u>\$.0356</u>	<u>\$ 1.9607</u>
100 LL	<u>\$ 1.50</u>	<u>\$.37519</u>	<u>\$.0356</u>	<u>\$ 1.9107</u>
Jet A	<u>\$.89</u>	<u>\$.31519</u>	<u>\$.025</u>	<u>\$ 1,2301</u>

See Exhibit C

5.015

	BRAND OF FUEL	SOLD UNDER WHAT BRAND	FUEL PRODUCER
80/87	<u>Kern Oil</u>	<u>Air BP</u>	<u>Kern</u>
100 LL	<u>Air BP</u>	<u>Air BP</u>	<u>Conoco</u>
Jet A	<u>Air BP</u>	<u>Air BP</u>	<u>Valero</u>

ADDITIONAL CHARGES:

Charge Back Fee	\$ <u>N/A</u>
Credit Line	\$ <u>20,000.00</u>
Delivery Time	<u>24 - 48 Hours</u>
Credit Cards Accepted?	<u>See Exhibit D</u>
Minimum ordering requirements	<u>See Exhibit C</u>
Signs and Decals, quantity, charge for?	\$ <u>Yes - Signs; No Charge</u>
Wind Socks, quantity, charge for?	\$ <u>Yes (2); No Charge</u>
Are split loads allowed?	<u>See Exhibit C</u>
Additional charges not listed above	(use a separate sheet of paper if necessary)
_____	\$ _____
_____	\$ _____
_____	\$ _____

EXHIBIT C

Freight Information

CURRENT FUEL PRICE:

Jet A

Air BP currently works with GN Renn (Hangtown Oil) in delivering Jet A to El Dorado in Placerville. Air BP does not bill El Dorado directly for freight; those charges are billed and sent by GN Renn.

The rate of .025 per gallon is what we would charge if we used an Air BP dedicated carrier.

ADDITIONAL CHARGES:

Minimum ordering requirements:

Air BP's current rates are based on full loads of Jet A (8000gal) and Avgas – 100LL (9000gal). However, customer will not be charged more for loads that are less than the full load amount.

Are Split Loads Allowed?

Air BP Aviation Services does not allow split loads of different products to be hauled on the same transport. However, shared loads of the same product can be hauled on the same transport.

Processing of Credit Cards

Accepted Credit Cards

Air BP offers the most extensive credit card processing system in the aviation industry. We will process the following credit cards through electronic processing. The table below details the processing rates and estimated processing time. If credit cards are processed manually at a Merchant location that posses an EPOS, other fees may be applied.

ACCEPTABLE CREDIT CARDS	QUICKSERVE ELECTRONIC PROCESSING	
	RATE	TIME
Air BP Sterling	0%	2 Days
Air BP Flight Card	0%	2 Days
Air BP Visa Card	0%	
BP Visa Card	0%	
Air BP Contract Fuel Transaction	0%	2 Days
MSC	3%	2 Days
AVCARD	3%	2 Days
AIR Card ⁽⁴⁾	3%	2Days
MasterCard ^{(2) (3)}	2.3% Qualified	2 Days
VISA ^{(2) (3)}	2.3% Qualified	2 Days
Discover	3.0%	2 Days
American Express	3.25%	2 Days
BP Oil ⁽¹⁾	2.0%	2 Days
Honor All ⁽¹⁾	3.5%	3-4 Weeks
Government ⁽¹⁾	0%	3-4 Weeks

⁽¹⁾ These cards are processed through the manual imprinter only. The QuickServe merchant will still receive the reduced processing rates.

⁽²⁾ 2.3% for "Qualified Batch" (Batch settled same business day as transactions)

⁽³⁾ 3.1% for "Non-qualified Batch" (for example: Batches NOT settled same business day as transaction or MANUALLY ENTERED into electronic POS machine rather than swiped)

⁽⁴⁾ 3.0% for all ad hoc sales at non DESC contract locations.



COUNTY OF EL DORADO
Procurement & Contracts

Shipping: 345 Fair Lane
 U.S. Mail: 360 Fair Lane
 Placerville, CA 95667

REQUEST FOR PROPOSAL #03-405-108
DUE: 3:00 PM – 05/28/2003

Sealed Proposals must be clearly marked on the
 outside of the package with
 "RFP #03-405-108" MAIL ROOM DO NOT OPEN"

Bennie D. Rich
 Purchasing Agent

AVIATION FUEL

Background: The Procurement & Contracts Division is requesting Proposals to provide aviation fuel and related services to the El Dorado County Placerville and Georgetown Airport Facilities. A three (3) year contract will be awarded to the Proposer that best meets the needs of the County. The contract will provide for a one (1) year extension upon mutual agreement of the parties not less than thirty (30) days prior to the expiration date of the agreement.

El Dorado County Placerville Airport is located at 3501 Airport Road, Placerville, CA 95667; the Georgetown Airport is located at 6245 Aerodrome Way, Georgetown, CA 95634. Interested Proposers must provide fuel and related services to both airports.

Scope: The contract resulting from this Proposal will be for the provisions of providing aviation fuel and related services. In addition, the awarded Vendor shall be required to lease, to the County, one (1) 1,200 (approximate) gallon tank capacity Refueler (see Exhibit "B") The Refueler must remain on County property for the duration of the contract.

The County shall not be limited to purchase all of its requirements from any contract resulting from this Proposal.

Proposals shall be firm for sixty (60) calendar days from Due Date

TERMS: Net 30 Percent 0 Days (less than 20 days considered net)

Air BP Aviation Services

Firm Name

PO Box 12249, 1790 16th St. SE

Mailing Address

Salem OR 97302

City State Zip

(800) 752-9220

Phone

Signature of Authorized Agent

Terry Cross

Print Name of Authorized Agent and Title

May 23, 2003

Date

(503) 566-2344

Fax

Requirements:

1. Proposer's response must be inclusive of the Placerville and Georgetown Airports.
2. Proposer must have a minimum of three (3) years experience providing aviation fuel and related services to airports in Northern California. Please provide a list of all airports you have, or are currently servicing during the past three (3) years.
3. Pricing: Proposer must complete all items on the "Response Sheet".
4. References: Two (2) client references must be provided of a comparable size to the El Dorado County Airports; with outstanding performance relating to the services requested in this Proposal. Client references should include Company/Organization name, contact person, title and telephone number to contact for information regarding level of service.
5. Provide a response to the following items:
 - a. Storage facilities
 - b. Availability of product
 - c. Brand of product which company represents
 - d. Billing procedures
 - e. Contracted haulers (if applicable)
6. If a "brand" change is necessary upon award, indicate procedures needed to be done to fulfill obligation of the company you represent and cost to the County to do so.
7. Proposer must be able to meet all the requirements in the sample agreement, Exhibit "A".
8. Proposer must be able to lease, to the County, one 1,200 (approximate) gallon tank capacity Refueler, in accordance with sample lease agreement, Exhibit "B".
9. Proposer must be able to meet all insurance requirements stated in Exhibit "A" and Exhibit "B".

Proposal Content: Interested parties must submit three (3) copies of their proposal. Once submitted, proposals cannot be amended. Contents of the proposal must include, at a minimum, the following information, in this order, one-sided, and typed in no less than 12 font print.

1. The cover page of this proposal signed by the individual authorized to bind the firm on a contractual basis.
2. A complete statement addressing each "Requirement" listed above. Statement shall be in the same order and numbered one (1) through nine (9).
3. Provide the name, title and phone number of inside representative(s), and on-site sales/technical assistance personnel from your Company for the provisions of this Proposal.

Evaluation Criteria: Proposals will be evaluated based upon the County's interpretation of the proposal which best meets the needs of the County. The criteria and highest possible points are listed below.

A.	Proposal contents are submitted correctly	5
B.	Proposer's experience and references	10
C.	Ability to meet time constraints	20
D.	Pricing Structure	65
	Total Possible Points	100

The County has the right to reject any and all proposals and to solicit additional proposals if deemed in the best interest of the County to do so.

Award: Award will be recommended to the Proposer that best meets the needs of the County. Awarded Vendor will be required to enter into a contract with the County for three (3) years following Board approval. The contract may be extended for a one (1) additional year at the same pricing, terms and conditions, if mutually agreed between the County and awarded Vendor, in writing, no less than thirty (30) days prior to the expiration of the current contract.

This request for Proposal does not constitute a contract or an offer of employment. The cost of preparation of the Proposals shall be the obligation of the Proposer. All Proposals, whether accepted or rejected, shall become the property of the County.

County Board of Supervisors Policy C-5 provides the procedure for the protest procedure. Copies are available upon request.

The decision of the County Board of Supervisors shall be final in determining the successful Proposer.

Proposal Submittal: Proposals must be submitted in a sealed container/envelope clearly marked on the outside of the package with: "PROPOSAL #03-405-108, MAIL ROOM DO NOT OPEN". Proposers are required to submit three (3) copies.

Proposals must be received in the Procurement & Contracts Division by **3:00 p.m., May 28, 2003.**

If mailing, send to:
County of El Dorado
Procurement & Contracts
360 Fair Lane
Placerville, CA 95667.

If hand carrying, deliver to:
County of El Dorado
Procurement & Contracts
345 Fair Lane
Placerville, CA 95667.

It is the responsibility of the Proposer to assure that the Proposal is received in the Procurement & Contracts Division prior to the Proposal opening deadline date and time. Proposals received beyond the bid opening deadline will not be accepted and will be returned unopened.

Late Proposals, unlabelled Proposals, or Proposals otherwise not in compliance with the conditions of this Proposal will not be accepted, and will be immediately returned to the Proposer.

Proposals will be opened in public; however, the contents will be considered confidential until the notice of intent to award is issued.

Information: For additional information, contact Donna Cademartori, Buyer II (530) 621-5858. (*email: donnac@co.el-dorado.ca.us*)

El Dorado County Web Site Requirements: Vendors downloading Bids or RFPs from the County's web site are responsible for checking the Internet up to the bid due date for any Addendums issued. Printed copies of Bids, RFPs, and Addendums are only mailed out to bidders on the County's Master Bidders list. Addendums issued are required to be acknowledged and returned by participating bidders in order to be considered further in the evaluation process. Those bidders not acknowledging and returning Addendums as required will not be considered and will be rejected as "non-responsive."

Incomplete Proposals: Incomplete Proposals will not be considered.

REQUIREMENTS FOR EL DORADO COUNTY FOR FUEL PURCHASES

1. Proposer's response must be inclusive of the Placerville and Georgetown Airports.

This proposal for fuel purchase from Air BP Aviation Services is for both Placerville and Georgetown airports.

2. Proposer must have a minimum of three (3) years experience providing aviation fuel and related services to airports in Northern California. Please provide a list of all airports you have, or are currently servicing during the past three (3) years.

Valley Oil Company has been providing aviation fuel and related services to airports in Northern California for over ten years. Since February 1st of 2002 Valley Oil entered a Joint Venture with Air BP. Valley Oil was an Air BP distributor in the Midwest and Eastern portion of the United States. Though the Brand has changed the company has not. Valley Oil and Air BP are DBA Air BP Aviation Services.

3. Pricing: Proposer must complete all items on the "Response Sheet".

All pricing on the "Response Sheet" is for the week of May 20, 2003. Prices are subject to market fluctuation.

4. References: Two (2) client references must be provided of a comparable size to the El Dorado County Airports; with outstanding performance relating to the services requested in this Proposal. Client references should include Company/Organization name, contact person, title and telephone number to contact for information regarding level of service.

1. Tracy Flight Center;
Lloyd/Jeanette McFarland
Owner
(209) 835-4266

2. Ukiah Municipal;
Don Bua
Airport Manager
(707) 467-2855

5. Provide a response to the following items:

a. Storage facilities

Annual inspections of all storage facilities will be completed to ensure all codes and regulations are met. Off loading pumps will be provided at no cost to El Dorado County for both the Placerville and Georgetown airports.

b. Availability of product

Product is available through our supplies in Stockton, Richmond, Sacramento, and Bakersfield. Air BP Aviation Services has 500,000 gallons of Avgas 100LL in Stockton. Jet-A product comes from one of two locations in either Richmond, or Sacramento and Bakersfield provides Avgas 80/87.

c. Brand of product which company represents

The brand that is represented is "Air BP". Air BP is an internationally recognized brand. Currently Air BP has the largest number of branded FBOs in the US and in the World.

d. Billing procedures

The billing procedures will stay the same as have been in the past. One to two days for billing of received product with net 30 days, and a credit limit of \$20,000.00.

e. Contracted haulers (if applicable)

NA

6. If a "brand" change is necessary upon award, indicate procedures needed to be done to fulfill obligation of the company you represent and cost to the County to do so.

If this proposal for fuel purchase by Air BP Aviation Services is accepted. There will be no interruption in brand. Being that signage and identification of brand already exists. Additional identification can be provided per the counties request at no charge to the county.

7. Proposer must be able to meet all the requirements in the sample agreement, Exhibit "A".

Air BP Aviation Services will fill out all information as requested by the El Dorado County for purchase of fuel at both the Placerville and Georgetown airports.

8. Proposer must be able to lease, to the County, one 1,200 (approximate) gallon tank capacity Refueler, in accordance with sample lease agreement, Exhibit "B".

Air BP Aviation Services is already leasing a 1,200 gallon tank capacity refueler to El Dorado County for the Placerville airport. Per the standard lease agreement provided by Air BP Aviation Services. A copy of the standard lease is being provided in addition to the EXHIBIT "B" sample lease.

9. Proposer must be able to meet all insurance requirements stated in Exhibit "A" and Exhibit "B".

El Dorado County currently has all the applicable insurance for Air BP Aviation Services on file. Any updated insurance will be provided as necessary.

Names and Phone numbers of inside representatives

Todd Murdoff, Northern California Sales Manager Air BP Aviation Services
(916) 718-5288

Doug Dietz, California Technical Support Air BP Aviation Services
(916) 434-2537 office, (916) 952-4966 cell

Steve Hight, Customer Service Manager Air BP Aviation Services
800-322-3233

Joanna Shpiller, Customer Service Representative Air BP Aviation Services
800-876-3189