



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

INVITATION TO BID & BID #08-405-070

DUE: 3:00 PM - November 26, 2007

Sealed Bids must be clearly marked on the outside of the package with:

"BID #08-405-070, MAILROOM DO NOT OPEN"

Bonnie D. Rich
Purchasing Agent

ALL BIDS SUBJECT TO GENERAL CONDITIONS

AVIATION FUEL AND RELATED SERVICES

General: The County of El Dorado Office of Procurement and Contracts, through its General Services Department (also referred to as "County"), is requesting bids to provide aviation and fuel related services and the lease of a 1,200 gallon capacity Jet A Refueling truck for El Dorado County's Placerville and Georgetown Airport facilities.

Information: For additional information, contact Dan Lynch, Sr. Department Analyst, at (530) 621-5180 (email: daniel.lynch@edcgov.us). Bidders are cautioned that they are not to rely upon any oral statements that they may have obtained. Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Conditions, Instructions to Bidders, item #3 which states: Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.

PROMPT PAYMENT DISCOUNT TERMS: 1.0% Percent 10 Days (less than 20 days considered net) Delivery: 24/48 hrs Days ARO

EPIC Aviation, LLC
Firm Name

Todd Murdoff
Signature of Authorized Agent

1790 16th Street SE
Mailing Address

Todd Murdoff, Regional Sales Manager
Print Name & Title of Authorized Agent

Salem, OR 97302
City State Zip

11/21/07
Date

530-751-0626
Phone

503-763-7808
Fax

Copies of bids available at <http://www.co.el-dorado.ca.us>

QUOTATION SCHEDULE

Section 1: CURRENT Fuel Prices Per Gallon

<u>Grade</u>	<u>Price</u>	<u>Taxes: State/Fed</u>	<u>Delivery Charge</u>	<u>Total Cost to Facility</u>
100 LL	\$ <u>2.9827</u> /gallon	+ \$ <u>0.374</u> /gallon	+ \$ <u>0.0627</u> /gallon	= \$ <u>3.4194</u> /gallon
Jet A	\$ <u>2.5377</u> /gallon	+ \$ <u>0.369</u> /gallon	+ \$ <u>0.0331</u> /gallon	= \$ <u>2.9394</u> /gallon

Section 2: Fuel Brand/Producer

<u>Grade</u>	<u>Brand</u>	<u>Sold Under What Brand</u>	<u>Fuel Producer</u>
100 LL	<u>Air BP</u>	<u>Air BP</u>	<u>BP</u>
Jet A	<u>Air BP</u>	<u>Air BP</u>	<u>ARCO/BP</u>

Section 3: Jet A Refueler Lease

Cost Per Month \$ 757.00 /month

Section 4: Additional Charges

<u>Item</u>	<u>Cost</u>
Chargeback Fee	\$ <u>0.00</u>
Credit Line	\$ <u>0.00</u>
Delivery Time	<u>24/48 hours</u> within time of order
Credit Cards Accepted?	<u>Yes</u>
Minimum Ordering Requirements	<u>No Minimum</u>
Signs and Decals Quantity: <u>As needed</u>	\$ <u>0.00</u>
Wind Socks Quantity: <u>As Needed</u>	\$ <u>0.00</u>
Split Loads Allowed? NOTE: with same product	<u>Yes</u>
Brand Change Costs to County (if any)	\$ <u>0.00</u>
Additional Charges not listed:	\$ <u>0.00</u>
1. Annual fuel QC audit	\$ <u>0.00</u>
2. 24/7 Fuel ordering, Emergency Resp.	\$ <u>0.00</u>
3. Training: Accredited 2-day QC seminars	\$ <u>0.00</u>
4. 0% processing fee & 5% rebate for customers with Air BP VISA card	\$ <u>0.00</u>
5. Industry knowledgeable staff	\$ <u>0.00</u>
6. GOLD listing on Air NAV	\$ <u>0.00</u>

**Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.
Refer to #3 of the General Conditions for specific instructions**

AIRPORTS SERVED

Airport Name	From/To	Contact	Telephone
<u>Ukiah, City of</u>	<u>1995 / Present</u>	<u>Paul Richey</u>	<u>(707) 467-2855</u>
<u>Nevada County</u>	<u>2006 / Present</u>	<u>Greg Marshal</u>	<u>(530) 273-3374</u>
<u>Calaveras County</u>	<u>1994 / Present</u>	<u>Kathy Zancainella</u>	<u>(209) 736-2501</u>
<u>Maripasa County</u>	<u>1992 / Present</u>	<u>Maria Liddle</u>	<u>(209) 966-2143</u>
<u>Cameron Park</u>	<u>1998 Present</u>	<u>Paul Ybarra</u>	<u>(530) 676-8316</u>
<u>Glenn County</u>	<u>2001 Present</u>	<u>Randy Murphy</u>	<u>(530) 934-6530</u>
<u>Healdsburg, City of</u>	<u>1994 Present</u>	<u>Barry Halloway</u>	<u>(707) 433-8540</u>
<u>Marina, City of</u>	<u>1996 / Present</u>	<u>William Keeler</u>	<u>(831) 582-0102</u>
<u>Tracy, City of</u>	<u>1994 Present</u>	<u>Bruce Ludeman</u>	<u>(209) 831-6215</u>

CLIENT REFERENCES

Reference #1:

Company Name: Redding Aero Enterprises
Contact Name: Anne Marie Guay
Title: General Manager
Telephone No. 530-224-2300

Reference #2:

Company Name: Jet West
Contact Name: Ryan Gauger
Title: General Manager
Telephone No. 775-825-6400

**Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.
Refer to #3 of the General Conditions for specific instructions**

BILLING/SETTLEMENT PROCEDURES

Bidders are instructed to provide sufficient detail regarding the billing/settlement procedures most commonly employed by the Bidder in the spaces below.

Billing:

1. Assemble delivery paperwork within 48 hours of delivery.
2. Verify delivery information.
3. Process customer invoices within 72 hours of delivery.
4. Transmit invoice via mail, fax or email.

Settlement:

1. CC EPOS and card lock settled daily by customer.
2. Settled batches posted to customer account within 24/48 hours.
3. Posted invoices are paid from customers account.

BRAND CHANGE PROCEDURES

Bidders are instructed to provide sufficient detail regarding the procedures required as a result of any "brand" changes and include any costs to the County in the Quotation Schedule Section 4

NA

**Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.
Refer to #3 of the General Conditions for specific instructions**

STATEMENT OF NO RESPONSE

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc, please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc, or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

Board of Supervisors Procurement Policy C17, Section 8.2:

Removal of a vendor from the bidders list may be for:

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent

Invitation # (BID, RFP, RFI, RFQ, etc.): NA

Name of Firm: NA

Address: NA

Signature: NA

Telephone Number: NA Date: NA

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

NA

Requirements:

1. The quotation schedule on page six (6) consists of four (4) sections. Bidders are to complete all four sections to be considered for evaluation and award.
2. Bidders shall quote current fuel prices in section one (1).
3. Bidders must have a minimum of three (3) years experience providing aviation fuel and related services to airports in Northern California. Bidders are to provide a list of all currently serviced airports and those serviced within the last three (3) years in the space provided on page seven (7).
4. Bidders are to provide a minimum of two (2) references on the space provided on page seven (7). References shall be of comparable size to the El Dorado County airports.
5. Awarded vendor shall provide weekly fuel price notices to County.
6. If a "brand" change is required due to the award of this request for bids, Bidder shall include the procedures required to fulfill obligations of the company represented the cost to the County, if any in the spaces provided on page eight (8).
7. Bidder must be able to meet all requirements in the sample agreement (Exhibit "A").
8. Bidder must be able to lease to the County one (1) 1,200 gallon capacity Jet A Refueler.
9. Bidders must provide their billing/settlement procedures in the space provided on page eight (8).

Delivery: Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery, to the following location:

Placerville Airport	Georgetown Airport
3501 Airport Road	6241 Aerodrome Way
Placerville, CA 95667	Georgetown, CA 95634

Contract & Insurance Requirements: The awarded Bidder will be required to enter into a service agreement for a three (3) year period, commencing on December 16, 2007. The agreement may be extended for an additional one (1) year period if mutually agreed between the parties in writing not less than sixty (60) days prior to the expiration of the agreement.

Incomplete and Altered Bids: Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

Terms and Conditions: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

Merchantability: There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

County's Rights: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County

Bid Extension: The awarded bid may be extended for one additional twelve (12) month period at the same pricing, terms and conditions if mutually agreed between County and awarded vendor(s), in writing, approximately sixty (60) days prior to the expiration of the bid.

Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

Federal, State, and Local Laws: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

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. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530)621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

Local Vendor Preference: A local preference credit of 5% for El Dorado County businesses will be permitted when evaluating bids for supplies and equipment that are not part of a public project. Bidders claiming local vendor preference must submit the enclosed affidavit of eligibility with their bid response. The Affidavit may be downloaded by clicking on the following link: <http://www.co.el-dorado.ca.us/Contracts/pdf/LocalVendorPreferenceForm.pdf>

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point of sale credit for the purpose of sales tax calculation.

Compliance: Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

Invoices and Payment Terms: Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, County stock numbers when applicable, product description and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be

considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

El Dorado County Web Site Requirements: Vendors downloading Bids or RFP's from the County's website are responsible for checking the website up to the bid due date for any Addenda issued. Printed copies of Bids, RFP's, and Addenda are only mailed out to bidders on the County's Master Bidders list.

Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

Addenda: Addenda to this bid is valid only if in writing and issued by the Procurement & Contracts Division. Addenda 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 Addenda as required will not be considered and will be rejected as "non-responsive."

Non-Collusion: The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in respects fair, without outside control, collusion, fraud or otherwise illegal action.

Conflict of Interest: Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

Evaluation: Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net 30 days.

Award: The bid may be recommended by category to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: a) ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

Additional Purchases: Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of the same item(s) from the successful bidder within a twelve (12) month period from the initial purchase date provided that the vendor agrees to provide the item(s) at the same price and under the same terms and conditions as the previous award.

Bid Results: The Procurement and Contracts Division will does not mail out hard copy letters advising participating bidders of the bid results. Please visit our website at www.co.el-dorado.ca.us/contracts for bid results. Bid results will be posted approximately ten to fourteen business days after the bid opening deadline date or when the evaluation is complete.

Bid Submittal: *All bidders are advised to read the General Conditions contained on the last page of this Invitation to Bid prior to submitting a bid.*

Bids must be submitted in a sealed container or envelope clearly marked on the outside: "**BID #08-405-070, MAILROOM DO NOT OPEN**". Bids will be accepted Monday through Friday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. **The office is closed between the hours of 12:00 p.m. and 1:00 p.m.**

Bids must be received in the Procurement & Contracts Division by **3:00 p.m., November 26, 2007:**

Mailing/Physical (Fed Ex, UPS etc)
EL DORADO COUNTY
PROCUREMENT & CONTRACTS (PURCHASING)
330 FAIR LANE
PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Conditions and all terms and conditions contained in this Invitation to Bid.

EXHIBIT "A"

SAMPLE ONLY

AGREEMENT FOR SERVICES #

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 _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; 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 agrees to perform services necessary to provide _____

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire _____.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be _____.

Total amount of this Agreement shall not exceed _____.

ARTICLE IV

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 V

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 VI

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 VII

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 VIII

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 IX

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. 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.

- 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.

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- 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 upon seven (7) calendar days written notice by County without cause. 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.

ARTICLE X

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

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

ATTN:

or to such other location as the Contractor directs.

ARTICLE XI

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 XII

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 \$1,000,000.00 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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 the 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 Risk Management 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;

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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 the general liability policy.
- 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 Risk Management, as essential for the protection of the County.

ARTICLE XIII

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 XIV

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 XV

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 XVI

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 XVII

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.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XIX

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 XX

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 XXI

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.

ARTICLE XXII

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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Name
Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Name
Department Head
Requesting Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

Dated: _____

By: _____
Name
Title
"Contractor"

By: _____
Corporate Secretary

Dated: _____

GENERAL CONDITIONS

(April 2, 2007)

Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone or facsimile bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions.
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.
- (15) Protest Procedure: Award of bid will be published on the County's website: www.co.el-dorado.ca.us>Departments>Procurement& Contracts >Bid Results. Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

Guarantees:

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

Taxes:

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable sales taxes will be added when the purchase order is issued.

Samples:

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

Bonds:

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

Award:

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) 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. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Board Policy, 5.7.1, effective October 11, 2006, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.
- (5) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

QUOTATION SCHEDULE

Section 1: CURRENT Fuel Prices Per Gallon

<u>Grade</u>	<u>Price</u>	<u>Taxes: State/Fed</u>	<u>Delivery Charge</u>	<u>Total Cost to Facility</u>
100 LL	\$ 2.9827/gallon	+ \$0.374 /gallon	+ \$0.0627 /gallon	= \$3.4194 /gallon
Jet A	\$ 2.5377/gallon	+ \$0.369 /gallon	+ \$0.0331 /gallon	= \$2.9394 /gallon

Section 2: Fuel Brand/Producer

<u>Grade</u>	<u>Brand</u>	<u>Sold Under What Brand</u>	<u>Fuel Producer</u>
100 LL	Air BP	Air BP	BP
Jet A	Air BP	Air BP	ARCO/BP

Section 3: Jet A Refueler Lease

Cost Per Month \$ 757.00 /month

Section 4: Additional Charges

<u>Item</u>	<u>Cost</u>
Chargeback Fee	\$0.00
Credit Line	\$0.00
Delivery Time	24/48 hours within time of order
Credit Cards Accepted?	Yes
Minimum Ordering Requirements	No Minimum
Signs and Decals Quantity: <u>As needed</u>	\$ 0.00
Wind Socks Quantity: <u>As Needed</u>	\$ 0.00
Split Loads Allowed? NOTE: with same product	Yes
Brand Change Costs to County (if any)	\$0.00
Additional Charges not listed:	\$0.00
1. Annual fuel QC audit	\$ 0.00
2. 24/7 Fuel ordering, Emergency Resp.	\$ 0.00
3. Training: Accredited 2-day QC seminars	\$ 0.00
4. 0% processing fee & 5% rebate for customers with Air BP VISA card	\$ 0.00
5. Industry knowledgeable staff	\$ 0.00
6. GOLD listing on Air NAV	\$ 0.00

**Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.
Refer to #3 of the General Conditions for specific instructions**