

# REQUEST FOR PROPOSALS (RFP)

## AVIATION FUEL SUPPLIER



County of Victoria - Victoria Regional Airport

609 Foster Field Drive

Victoria, TX 77904

Issued: April 24, 2023

**Proposal Due Date: June 5, 2023, at 3:00 P.M.**

## **SECTION 1 – REQUEST FOR PROPOSALS**

NOTICE: On April 24<sup>th</sup>, 2023, the Victoria County Commissioners' Court authorized a Request for Proposals for an Aviation Fuel Supplier for the Victoria Regional Airport.

Therefore, pursuant to this action, the Victoria County Commissioners' Court is seeking responses to a Request for Proposals ("RFP") for **an Aviation Fuel Supplier for the Victoria Regional Airport** until **3:00 p.m., Monday, June 05, 2023**. Responses will be received at the following address:

Vinicio "Lenny" Llerena  
Victoria Regional Airport  
Airport Executive Director  
ATTN: Proposal Aviation Fuel Supplier  
609 Foster Field Drive  
Victoria, TX 77904

Late submissions will not be accepted under any circumstances. Responses received after the deadline will not be accepted. Proposals will be open publicly at the County Commissioner's Court Chamber on **Monday, June 05, 2023, at 4:00 p.m.**

Responses will be printed, distributed, and evaluated by the Selection Committee. Formal action on responses, and Selection Committee consultant selection will be considered at a future meeting at Victoria County Commissioners Court. Responses shall include all requirements of this RFP to be considered.

Awards will be made during a succeeding Victoria County Commissioners' Court meeting.

Any inquiries concerning the Request for Proposals ("RFP") should be addressed to Vinicio "Lenny" Llerena, Airport Executive Director at [yllerena@vctx.org](mailto:yllerena@vctx.org) no later than May 17, 2023, at 5:00 P.M. (Central Time).

Copies of this RFP may be obtained from The Victoria Regional Airport Office at 609 Foster Field Drive, Victoria, Texas 77904 or online at <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.

No responses may be withdrawn for a period of 120 days subsequent to the opening of the responses without consent of the County. The County reserves the right to reject any and/or all responses and to accept any response deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the response process.

Witness my hand this 24th day of April 2023,  
Michelle Samford, County Auditor, Victoria County, Texas

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# **REQUEST FOR PROPOSALS - AVIATION FUEL SUPPLIER**

**COUNTY OF VICTORIA - VICTORIA REGIONAL AIRPORT  
609 Foster Field Drive  
Victoria, TX 77904**

## **SECTION 3 – PROJECT DESCRIPTION, SPECIFICATIONS, AND SCOPE OF WORK**

### **3.1 BACKGROUND**

The Victoria Regional Airport (VCT) is a public use airport owned and operated by the County of Victoria. VCT is a towered, fully operational FAA Part 139 airport that provides scheduled commercial service. SkyWest Airlines currently operates 50-seat Bombardier CRJ 200 aircraft to Houston Intercontinental airport. VCT is included in the National Plan of Integrated Airport Systems (NPIAS), which identifies existing and proposed airports that are considered significant to the national airspace system. The NPIAS currently classifies VCT as a Non-Primary Commercial Service airport.

As a former military installation, VCT has a number of unique assets that could help position the facility for economic development opportunities. Features that make the airport unique include the following:

- 9,111-foot long by 150-foot wide runway
- Runway 13 Instrument Landing System (ILS)
- Ample apron space capable of accommodating a broad range of aircraft
- Significant “hangar ready” development spaces located adjacent to the apron
- Large and small parcels of land capable of accommodating non-aviation-related industrial and commercial development.

In 2019, VCT completed an Airport Master Plan Update that inventoried all facilities and provided a Capital Improvement Program to support the maintenance of aviation-related facilities (i.e., runways, taxiways, aprons, etc.)

### **3.2 DESCRIPTION OF PROJECT**

The Victoria Regional Airport is seeking proposals from qualified aviation fuel suppliers to provide Aviation Fuel (bulk) (Type 100LL and Jet A) for resale and other related services to the Victoria Regional Airport (VCT), 609 Foster Field Drive, Victoria, TX 77904.

### **3.3 SCOPE OF WORK**

The Airport intends to purchase Jet A Turbine Fuel (with pre-blended FSII additive) meeting ASTM D-1655 specification, or latest revision thereof, and AVGAS 100LL meeting ASTM D-

910 specification, latest revision or future replacement., by contract for resale. The Victoria Regional Airport operates one (1) dedicated 20,000-gallon Jet-A pre-blended tank, and one (1) 12,000 dedicated Avgas 100LL tank. Both tanks are above-ground storage tanks. In addition, VCT operates one 5,000-gallon and one 3,000-gallon mobile Jet A refueler, and a 1,000-gallon mobile 100LL refueler. Detailed historical fuel sales are in Table 1 – VCT Fuel Sales Section 3.21.

All fuel will be ordered and scheduled by VCT's personnel. All fuel will be deposited in Airport fuel tanks and transported by licensed and approved common carriers. All aviation fuel supplied under this contract must conform in every aspect to all standards and regulations established by Federal, State, and Local laws. If any of the applicable standards and regulations is/are updated/revised during the term of the contract, the contractor must conform to the latest version.

### **3.4 GENERAL REQUIREMENTS**

The following are expectations of the Airport as they relate to fuel. They are to be included in the proposal narrative with any additional items proposer desires to offer.

**3.4.1** Vendor shall include with their proposal specifications showing their Jet A with additive meets the latest requirements of ASTM (American Society for Testing and Materials) D-1655 and their Avgas (100LL) meets the requirements of ASTM D-910 (latest revision).

**3.4.1.1** Each tanker supplying fuel to the Airport fuel farm shall be dedicated to aviation fuel products only and shall not carry any other products. Proposer/transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.

**3.4.1.2** Traceability of fuel product shipments, from refinery to the Airport fuel farm.

**3.4.1.3** The selected company shall perform and document the following tests before shipments are unloaded at the Airport fuel farm:

**3.4.1.3.1** Visual

**3.4.1.3.2** Color

**3.4.1.3.3** WSIM (Jet A only)

**3.4.1.3.4** Bottom sediment and water

**3.4.1.3.5** Temperature

**3.4.1.3.6** ASPI gravity

**3.4.1.4** The Airport may perform any additional tests it deems necessary upon receipt

and reserves the right to reject any delivery it deems unsuitable. The Airport maintains the right to reject any operator/truck that does not meet the standards herein.

### **3.5 PROFESSIONAL LINE SERVICE TRAINING PROGRAM**

**3.5.1** Proposers shall provide a description of all available or provided training materials including web or computer-based elements. Training shall be specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turboprop aircraft, refueling jet aircraft, towing aircraft, quality control, fuel farm management, customer service, fire safety, and maintenance. The proposer shall describe any on-site training (via contractors and/or proposer employees). Consideration will be given to programs subsidized by the Proposer.

**3.5.2** Proposers must provide training for self-fuel inspections and provide the documents and equipment for performing fuel tests and maintaining records.

**3.5.2.1** Describe the frequency of training to be provided.

**3.5.2.2** Provide current Quality Control Manuals

### **3.6 REFUELERS**

#### **3.6.1 Lease to Purchase Program**

The County of Victoria/Victoria Regional Airport seeks a proposer that wants to forge a long time relationship. The proposed initial contract term is seven years (7), with two (2) one (1) year extensions, the County of Victoria/Victoria Regional Airport request that proposers propose two new (2) five thousand gallons Jet-A refuelers and a new 1,000-gallon 100LL refueler at no cost to the County of Victoria/Victoria Regional Airport. Furthermore, at the end of the contract, all refuelers (two (2) Jet-A and one (1) 100LL refueler) will become the property of the County of Victoria/Victoria Regional Airport. No residual payment will be due for the refuelers at the end of the contract. The refuelers must meet all pertinent regulations and have the latest technology available. This will include dual over-the-wing and single point for the Jet-A refuelers.

Proposers shall describe the make and model of the proposed refuelers, along with a description from the refueler manufacturer specifying all the equipment that the refuelers will include. The County of Victoria/Victoria Regional Airport is looking for refuelers that include above-and-beyond the “bear minimums”.

#### **3.6.2 Relief Refuelers**

Proposer will make relief refuelers available, as required, to meet special needs and events at the Victoria Regional Airport or temporarily replace refuelers out of service for mechanical repair. Describe the costs and terms for providing this service.

### 3.6.3 Termination of Contract

Upon termination of the contract, Proposers agrees that the refuelers will become the property of the County of Victoria/Victoria Regional Airport and no residual or any other payment for refuelers will be owed to the proposer.

## 3.7 FUEL PRICING & GENERATORS

### 3.7.1 Aviation Fuel Price

Prices will be quoted on a per gallon basis inclusive of transportation cost (including Port of Entry costs and road tolls, regardless of Port of Entry), but exclusive of taxes and other fees. In addition to the fuel price, vendor must provide an itemized list of all applicable taxes and fees.

**3.7.1.1** Assured supply must be guaranteed in a contract tendered along with Vendor's proposal.

**3.7.1.2** Primary supply point for Jet A with pre-mixed FSII additive delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on **May 23, 2023** (Platts Gulf Coast Mean). Include an itemized list of all applicable taxes and fees.

Alternate supply point for Jet A must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.

**3.7.1.3** Primary supply point for Avgas 100LL delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on **May 23, 2023** (Gulf Coast 93 PUL). Include an itemized list of all applicable taxes and fees.

Alternate supply point for Avgas 100LL must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.

**3.7.1.4** Transportation and operational cost increases/decreases from the primary supply points will be passed through with documentation during the term of the contract. Vendor shall provide a method for changes in operational costs.

**3.7.2** The Airport desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals be based on **PLATTS Gulf Coast Mean for Jet A and Gulf Coast 93 PUL for 100LL (avgas).**

**3.7.2.1** Provider shall provide an explanation of the method for determining fuel price, timing of price changes, and method of conveying changes to the Airport. Conveyance of price changes to the Airport shall include verification of price basis used and the Airport must be able to verify price on each invoice throughout the term of the contract. Proposers must provide a **FIRM PRICE DIFFERENTIAL for AVGAS & JET A** with additive as follows:

**3.7.2.2** Price for Avgas 100LL is the price in effect at time of delivery and is based on a formula using **PLATTS Gulf Coast Pipeline Unleaded 93 prior week average**. The price will itemize the fuel price index, delivery/freight charges, differential, and taxes. Any additional fees should be included as a separate line item. Additional fees should include the cost per gallon to amortize the cost of free refuelers.

**3.7.2.3** Price for JET A is the price in effect at the time of delivery and is based on a formula using **PLATTS Gulf Coast Mean for Jet A prior week average**. The price will itemize the fuel price index, delivery/freight charges, differential, and taxes. Any additional fees should be included as a separate line item. Additional fees should include the cost per gallon to amortize the cost of free refuelers.

**3.7.3** The reports are normally available on Tuesdays or Wednesdays. The Monday report will be the reference for prices for all purchases made beginning the following Tuesday for a period of one (1) week, which would be from Tuesday through Monday.

Contractor will be required to furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to the office of the Airport Executive Director. **Proposals not based on PLATTS formula will be rejected.**

**3.7.4** Quote F.O.B. from preferred loading terminal rack delivered to fuel storage tanks at Victoria Regional Airport, Victoria, Texas 77904 with delivery and unloading charges prepaid. Contractor bear freight charges. In the event the preferred terminal is inoperative, proposer incurs additional freight costs.

**3.7.5** Fuel Delivery: Describe procedures for ordering fuel, turnaround time for delivery of fuel, and provisions for emergency deliveries of fuel.

**3.7.5.1** Restrictions: Specify any and all restrictions to be entertained.

**3.7.5.2** Contracts: Provide copies of all potential contracts that Vendor proposes to use to provide services under this RFP, including but not limited to the following examples: Aviation Aircraft Fuel Service Agreement; Aviation Retail Sales Agreement; Aviation Dealer Credit Card Agreement; Transaction Processing Policy, and Aviation Refueler Lease Agreement.



**3.7.5.3 Contract Point of Contact:** Vendor must provide a single point of contact for all aspects of the agreement. Other: Additional information, proposals or incentives may be provided at Vendor's discretion.

### **3.8 CREDIT CARD PROCESSING**

**3.8.1** The program shall be a nationally recognized credit card program.

**3.8.2** The system must be capable of electronically processing credit cards with monies returned to the County of Victoria/Victoria Regional Airport electronically. List the credit cards accepted by the Proposer including at least the following: Internationally recognized Vendor retail credit cards, Master Card, Visa, AvCard, Multi Service Card, American Express, U.S. Bank, Voyager Fleet, and Discover. Proposer shall accept state and federal government issued credit cards without fee.

**The Operating System must be provided at no cost to the County of Victoria/Victoria Regional Airport.**

**3.8.2.1** Successful vendor shall supply two electronic credit card POS or equivalent machines, receipt printers and manual imprinting equipment, with all credit card supplies, forms, materials, etc. provided free of charge to the Airport.

**3.8.2.2** Proposer's POS machine/system shall provide for normal airport related charges in addition to fuel such as tie down fees, hangar or lease payments, pilot supplies, oil and/or catering, ramp fees among others.

**3.8.2.3** Proposer credit card processing must be compatible with QTPOD for self-service refueling operations.

**3.8.2.4** Proposer must provide toll-free credit card authorization service.

**3.8.3** Vendor shall describe all charge back stipulations in proposal.

**3.8.4** Identify processing fees associated with various credit card processing.

**3.8.5** Identify credit card reimbursement timing and method of transferring funds to the County of Victoria/Victoria Regional Airport.

**3.8.6** Describe branded credit card programs that offer the County of Victoria/Victoria Regional Airport 0% processing fees.

**3.8.7** Proposer will provide daily detailed reports and receipts showing individual transactions. Proposer shall provide samples of invoices, monthly reports, and statements if requested during contract negotiations.

Sales transaction reports must include product type, aircraft tail registration, and gallon amount purchased.

### 3.9 SUPPORT SERVICES

**3.9.1 Insurance Program:** Proposer will provide details of insurance program as directed by the insurance requirements within this RFP.

**3.9.2 Quality Control and Assurance Guarantees.** Quality Control Program must include but not limited to:

**3.9.2.1** Regularly scheduled fuel farm inspections with documentation, and regular inspections and documentation for refueler(s) (proposer to state frequency of inspections).

**3.9.2.2** Filter changes on all refuelers and fuel farm, including self-service at least annually, or more frequently as dictated by federal regulations.

**3.9.2.3** Filter changes and cleaning of system if it is determined that a contaminated load of fuel was received into the fuel farm.

**3.9.2.4** Safety audit frequency and procedures on equipment.

### 3.10 BRAND IDENTIFICATION

**3.10.1** Indicate availability to provide and install brand identification at current location and at the self-service fuel facility. Signs shall be installed at the beginning of the contract period, equal in size to existing, or agreed to by the County of Victoria/Victoria Regional Airport.

**3.10.2** Upon termination of the contract, Proposers agrees to timely remove all branding/signage at Proposer's expense.

### 3.11 ADMINISTRATIVE SUPPORT

**3.11.1 Administrative Support.** Proposer shall provide administrative support relative to the Proposer-Airport relationship.

**3.11.2 Account Manager.** Proposer shall provide an account manager whose interest and functions are aviation and product sales.

**3.11.3 Branded Uniform Program.** Proposer shall provide a branded uniform program.

**3.11.4 Technical Expertise.** Proposer must provide technical expertise and have available proprietary laboratory support for fuel testing.

**3.11.5 Proposer Restrictions:**

**3.11.5.1** Airport will consider but proposer may not impose any retail/wholesaler

credit card related discount/rebate programs that require the County of Victoria/Victoria Regional Airport participation or funding.

**3.11.5.2** Airport will consider but proposer may not impose retail/wholesale purchase programs requiring Airport participation or funding relating to customer volume discounts.

### **3.12 PREMIER FBO PROGRAM**

If Proposer sponsors a premier FBO program, describe the program in submitted proposal. A premier FBO program is not mandatory to offering a proposal.

### **3.13 NATIONAL SALES PROMOTION AND ADVERTISING PROGRAM**

**3.13.1** National Advertising: Identify and outline a continuous annual national sales promotion program. Include a copy of the current advertising insert and name of publication or trade journals/magazines and at what cost. Describe how the Airport would be included.

**3.13.2** Cooperative Advertising Program: Identify and describe any co-operative advertising programs including a branded uniform program. Include any special project or local advertising cost and support for advertising and promotion of fuel sales at the Airport. Provide details of how credit is applied and maintained. State the allowance that will be provided to the Airport for advertising the seller's product.

**3.13.3** Aviation Industry Participation: Describe trade show participation by Proposer at relevant conventions. Identify opportunities for the Airport. Discuss proposer membership in industry organization (e.g., NBAA and NATA) demonstrating active participation on committees. Identify aviation directory support.

**3.13.4** National Sales Promotion Program: Provide availability of a national sales promotion program. Program must be cost effective with potential for generating new and repeat business.

### **3.14 IMPLEMENTATION AND START UP PLAN**

Proposers shall provide a detailed start-up plan that assures a smooth transition from the current fuel provider with no interruption of services to the Airport. This plan shall include, but not be limited to, fuel delivery, installation of signs, training program and timeframe (calendar days) required to be operational after award.

### **3.15 REFUELING LIABILITY INSURANCE OPTION**

In addition to the standard insurance requirements attached to this RFP, the proposer shall provide the option for Airport to obtain refueling liability (product liability) insurance with single limits coverage of a minimum of \$50,000,000.00 per occurrence through an additional

insured excess liability amount on proposer's fuel insurance policy.

### **3.16 DISCOUNTS, REBATES, ADDED-VALUES**

Discounts & rebates received by the Proposer shall be passed along, in full, to the County of Victoria/Victoria Regional Airport. Describe rebate schedule to the Airport based on usage (price per gallon).

Vendor may propose & describe additional goods or services that may provide added-value to their proposal. These may include promotional items, advertising, equipment or use of equipment or other goods or services.

### **3.17 LIQUIDATED DAMAGES**

The parties agree that, in the event of breach by Proposer of its promise under this Contract to make delivery of fuel within 3 days of order by the Airport, or of its promise to deliver fuel products conforming to the specifications of this Contract, there will be great difficulty in establishing and proving loss, as well as great inconvenience or even non-feasibility in attempting to obtain an adequate remedy at law by the Airport. Failure to deliver fuel timely may delay or interrupt airport operations, and further, delivery of nonconforming product may cause damage to customer equipment. Therefore, in respect to the kinds of conceivable harm that might be anticipated or actually caused by the breach, the parties agree that the amount which would be reasonable in light of such harm, difficulties, inconvenience or non-feasibility, as liquidated damages would be the following:

- A) For any individual failure by vendor to make timely delivery of a separate order by Airport:
  - One (1) cent per gallon times the total number of gallons; and,
- B) For any individual failure by vendor to deliver conforming product for any individual order by Airport under this Contract, the sum of 25% OF THE TOTAL PRICE OF THE FUEL ACTUALLY DELIVERED IN SUCH INDIVIDUAL SHIPMENT.

### **3.18 ADDITIONAL INFORMATION REQUIRED**

**3.18.1** Above Ground Tanks: Proposer is to provide information regarding available engineering and consulting services for possible relocation and expansion of the current above ground tanks (if offered). Please explain the services.

**3.18.2** Airport reserves the right to order any quantity necessary to meet the needs of the airport and their clients. Proposer must be able to receive requests for fuel during the hours of 0600 – 2000 Central. No guarantee is made by the Airport to purchase any amount of product from any contractor as a result of prices offered by the Proposer and approved by the County of Victoria/Victoria Regional Airport.

### **3.19 DELIVERY INFORMATION**

#### **3.19.1 Ordinary Delivery**

Unless otherwise indicated herein, all deliveries are to be made within forty-eight (48) hours following the receipt of an order by the Victoria Regional Airport.

The awarded Proposer shall notify the Airport of any circumstances which may cause any deliveries to exceed the forty-eight (48) hour time frame.

#### **3.19.2 Emergency Delivery**

Unless otherwise indicated herein, all emergency deliveries are to be made within twenty-four (24) hours following the receipt of an order by the Victoria Regional Airport.

The awarded Proposer shall notify the Airport of any circumstances which may cause any emergency deliveries to exceed the twenty-four (24) hour time frame.

#### **3.19.3 Hours of Delivery**

Unless otherwise indicated herein, all deliveries will be expected only between the hours of 7:00 a.m. and 6:00 p.m., CST, Monday through Friday, holidays excepted, unless otherwise agreed upon by the Proposer and the Victoria Regional Airport.

### **3.20 SPILLAGE**

Any spills caused by the carrier during offloading of fuel must be corrected on an immediate basis to the satisfaction of the County of Victoria and the Victoria Regional Airport. All associated costs including material and labor shall be the responsibility of the contractor.

### 3.21 ESTIMATED FUEL SALES

Below is a table indicating historic Jet A AND 100LL fuel sales at Victoria Regional Airport.

*"JET-A sales include sales to SkyWest Airlines. SkyWest buys the fuel directly from our current fuel provider, and the Airport manages the fuel and charges SkyWest an into plane fee."*

Table 1 - VCT Fuel Sales

#### JET A GALLONS

	CY2018	CY2019	CY2020	CY2021	CY2022	CY2023
JAN	38,232	45,594	29,483	43,628	43,780	49,765
FEB	25,345	32,607	39,707	30,088	40,959	41,609
MAR	41,097	39,567	37,911	42,948	54,042	54,264
APR	49,631	51,812	9,710	33,767	46,694	
MAY	44,859	46,261	15,375	45,073	51,196	
JUN	34,366	47,590	18,682	52,145	54,500	
JUL	39,847	47,946	30,549	44,965	48,824	
AUG	36,755	43,954	20,227	43,739	43,722	
SEP	25,874	42,273	13,994	41,360	41,618	
OCT	34,641	46,165	36,794	41,565	50,500	
NOV	41,619	49,384	39,224	56,144	46,145	
DEC	48,118	56,350	42,798	45,280	36,314	
TOTAL	460,384	549,503	334,453	520,702	558,294	145,638

#### 100LL GALLONS

	CY2018	CY2019	CY2020	FY2021	CY2022	CY2023
JAN	4,186	2,615	2,269	1,759	2,385	3,494
FEB	1,951	2,246	2,636	766	1,398	1,673
MAR	5,108	1,975	1,734	1,930	2,019	2,198
APR	7,891	2,983	1,556	1,650	2,197	
MAY	2,463	1,972	2,181	1,703	2,315	
JUN	2,194	2,401	2,385	1,869	2,273	
JUL	5,829	2,467	1,533	2,852	2,190	
AUG	4,293	2,145	1,963	2,654	2,214	
SEP	1,809	3,035	1,566	3,166	2,845	
OCT	2,191	2,742	2,940	2,117	3,790	
NOV	2,749	2,143	2,013	2,639	2,942	
DEC	1,696	3,055	1,682	2,303	2,836	
TOTAL	42,364	29,784	24,464	25,413	29,412	7,366

#### TOTAL GALLONS

	CY2018	CY2019	CY2020	CY2021	CY2022	CY2023
JAN	42,418	48,209	31,752	45,387	46,165	53,259
FEB	27,296	34,853	42,343	30,854	42,357	43,282
MAR	46,205	41,542	39,645	44,878	56,061	56,462

APR	57,522	54,794	11,267	35,417	48,891	
MAY	47,322	48,233	17,556	46,776	53,511	
JUN	36,560	49,991	21,067	54,014	56,773	
JUL	45,676	50,414	32,082	47,817	51,014	
AUG	41,048	46,099	22,190	46,393	45,936	
SEP	27,683	45,308	15,560	44,526	44,463	
OCT	36,832	48,907	39,734	43,682	54,290	
NOV	44,368	51,527	41,237	58,783	49,087	
DEC	49,813	59,406	44,480	47,583	39,150	
<b>TOTAL</b>	<b>502,748</b>	<b>579,288</b>	<b>358,918</b>	<b>546,115</b>	<b>587,706</b>	<b>153,003</b>

#### CURRENT PROVIDER VOLUME REPORT

Year	DLA	NJ/Other	Reseller	SkyWest	Victoria	Buybacks
2016			34,852		252,773	(34,852)
2017		2,515	58,816		457,200	(61,331)
2018		6,959	44,010		465,267	(50,969)
2019	123,828	7,457	28,681		583,560	(159,966)
2020	132,525	15,085	28,555	22,975	329,419	(176,165)
2021	240,664	8,300	22,277	134,077	416,438	(271,241)
2022	309,897		22,848	115,433	461,189	(332,745)
2023	60,938		2,259	30,810	92,188	(63,197)

## SECTION 4 – REQUIREMENTS FOR REQUEST FOR PROPOSAL

### 4.1 PROPOSED SOLICITATION SCHEDULE

DATE	
April 24, 2023	RFP issued on <a href="https://www.vctx.org/page/business.bids">https://www.vctx.org/page/business.bids</a> and <a href="https://flyvictoriatx.com/master-plan/">https://flyvictoriatx.com/master-plan/</a>
May 01, 2023	Recommended in-person meeting at 1:00 P.M. (Central Time) at the Terminal Building at 609 Foster Field Drive, Victoria, TX 77904
June 05, 2023	Request for Proposals (“RFP”) submission deadline
June 5 - 15 2023	Airport evaluation of RFPs submitted by firms
June 15 - 30 2023	The anticipated timeframe for the Commissioner’s Court to consider an award of contract

### 4.2 CONTACT FOR QUESTIONS

Questions relating to definitions, interpretations, and/or requests for clarification must be in writing, on or before **May 17, 2023 at 5:00 P.M. (Central Time)**, directed to:

**Airport Executive Director:** Vinicio “Lenny” Llerena, via email [vllerena@vctx.org](mailto:vllerena@vctx.org)

**All questions and/or clarification submittals shall identify the RFP in the subject line of the email message as follows:**

**Questions – “Aviation Fuel Supplier”**

No questions will be accepted after the afore-mentioned deadline.

#### **4.3 RESPONSES TO INQUIRIES**

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by the County of Victoria/Victoria Regional Airport as an addendum and posted at:

County’s website: <https://www.vctx.org/page/business.bids> and  
the Airport’s website: <https://flyvictoriatx.com/master-plan/>

Only those inquiries the County of Victoria/Victoria Regional Airport replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for monitoring the above referenced websites for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The County of Victoria/Victoria Regional Airport will not be held responsible for any further communication beyond updating the website.

#### **4.4 SUBMISSION / DELIVERY INSTRUCTIONS**

**(a)** Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with Respondent’s name and address, and solicitation name. Failure to submit Proposal in this manner may subject Respondent to disqualification. Proposal may be delivered in person to the Victoria Regional Airport, or by Express Mail or delivery service to:

Vinicio “Lenny” Llerena  
Victoria Regional Airport  
Airport Executive Director  
ATTN: Proposal Aviation Fuel Supplier  
609 Foster Field Drive  
Victoria, TX 77904

The outside of the Proposal envelope or package must state:



**“Request for Proposal for Aviation Fuel Supplier, Victoria Regional Airport, TX    Proposal  
Due Date: June 05, 2023, 3:00 P.M. Central Time”**

It is the sole responsibility of the respondent to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the respondent.  
**PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

- 4.4.1** Proposers wishing to be considered for a contract are requested to submit on their Company’s letterhead, a statement that provides information on the following points, numbered and headed as indicated. The statements that follow request information that the Evaluation Committee will use to evaluate the RFP. Should you opt not to follow the suggested outline, it may result in the RFP being considered non-responsive and therefore not considered in the selection process.
- 4.4.2** To achieve a uniform review process and to obtain the greatest degree of comparability, the County of Victoria/Victoria Regional Airport requires that RFP be submitted with **one (1) original signed hardcopy & one (1) electronic copy provided on USB OR electronic submission.**
- 4.4.3** An authorized official of the Proposer must print or type their name and **SIGN THE RFP.**
- 4.4.4** Responses must be bound and submitted in a sealed envelope or package.
- 4.4.5** THE FOLLOWING ITEMS **MUST** BE INCLUDED IN YOUR REQUEST FOR PROPOSAL IN THE FOLLOWING ORDER.
- Cover/Title Page:** showing the Request for Proposal subject; the company's name; the name, address, email and telephone number of the contact person; and the date of the response.
- TAB 1: Solicitation and Offer Form and Addendums:** Failure to include a signed copy of the Solicitation Offer and all addendums issued will result in the removal of the RFP from consideration, if any.
- TAB 2: Statement of Interest:** *please limit response to **two (2) pages** and minimum 10-pt font.*
- Concisely state your understanding of the services required and availability of your company, its principals (s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the Victoria Regional Airport Executive Director.

TAB 3: Evaluation Selection Criteria 1. (30 Points) Offered Pricing and Refueler Ownership Options (per Section 3.6.1.) Provide all pricing requested within the RFP and any other pricing you wish the County of Victoria/Victoria Regional Airport to consider in their evaluation process.

TAB 4: Evaluation Selection Criteria 2. (25 Points) Include all information requested

TAB 5: Evaluation Selection Criteria 3. (25 Points) Include all information requested

TAB 6: Evaluation Selection Criteria 4. (15 Points) Include all information requested

TAB 7: Evaluation Selection Criteria 5. (5 Points) Include all information requested

TAB 8: Other Support and Attachments

- Vendor Certifications – Attachment A (*Failure to submit Attachment A will deem your proposal non-responsive*)
- Conflict of Interest Form (per Section 6.17)
- Certificate of Interested Parties – Form 1295 (per Section 6.18)
- Proof of Insurance: A “for information purposes only” copy is acceptable. The awarded Proposer will be required to provide their certificate of insurance prior to contract award.
- Attach copies of licenses, certifications, or any other documentation not referenced under another tab you wish to submit for the County of Victoria/Victoria Regional Airport consideration.
- Copies of contracts and/or agreements you wish the County of Victoria/Victoria Regional Airport to consider if awarded this service.

TAB 9: Deviations from Request for Proposal. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation. Each deviation should be clearly identified as listed within the RFP for cross reference purposes. The terms may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable. Final approval and acceptance of deviations will be at the discretion of the County of Victoria/Victoria Regional Airport.

**4.4.6** Respondent should be aware that the contents of the successful RFP response will become part of subsequent contractual documents.

**4.4.7** **Opened RFP.** A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the County of Victoria/Victoria Regional Airport, the submittal may be rejected in its entirety by the County of Victoria Commissioner’s Court.

**4.4.8** **Additional Information.** At your option, provide in your Proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the County of

Victoria/Victoria Regional Airport and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the County of Victoria/Victoria Regional Airport and in all cases the County of Victoria/Victoria Regional Airport decision is final.

#### 4.5 WHAT IS NOT ACCEPTED:

A Request for Proposal submitted by facsimile transmission (FAX) or by electronic mail (EMAIL) will **NOT** be accepted. Proposals received **AFTER** the deadline (as stated above) will **NOT** be considered under any circumstances and will be returned unopened to the submitter.

### SECTION 5 – SELECTION INFORMATION

#### 5.1 SELECTION AND AWARD PROCESS

This RFP provides information necessary to prepare and submit Request for Proposals for consideration and ranking by the County of Victoria/Victoria Regional Airport. By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” company may require subjective judgements by the County of Victoria/Victoria Regional Airport.

**5.1.1** A selection committee consisting of Victoria Regional Airport staff and a member of the County Auditor’s Department will follow the process below for the selection.

##### Two Step Process

- **Step 1: Review, analyze and evaluate RFP submittals.**
  - All respondents’ RFPs will be ranked based upon the selection evaluation criteria established in the solicitation.
  - The selection committee will rank the responses in order of the most qualified, based on demonstrated competence and qualifications to perform the services, along with all evaluation selection criteria referenced in the RFP, then will make a determination based upon the final ranking.
  - The selection committee may select short-listed proposers based on an evaluation of the written materials submitted. Short-listed proposers may be asked to submit additional information and may be interviewed where they may give a presentation and answer Airport questions.
- **Step 2: Selection, Interviews (if applicable), Contract Negotiations, Award.**
  - Airport and Auditor’s Department staff will initiate negotiations with the top-ranked respondent to develop a finalized scope of work, negotiate costs, if necessary, negotiate contract terms and conditions, etc.

- After successful negotiations, the selection committee will make a recommendation to the Victoria County Commissioner's Court for award of a contract to the selected proposer.
- The contract will be subject to approval by the Victoria County Commissioners Court.

**5.1.2** This RFP does not constitute a commitment by the County of Victoria/Victoria Regional Airport to enter into any contract, or to pay any costs associated with the preparation of responses, submittals or other documents or any related-work by any of the proposers. The County of Victoria/Victoria Regional Airport reserves the right to waive responses to any part of this request if, in its sole judgment, it determines that it is in the best interests of the County of Victoria/Victoria Regional Airport to do so. The County of Victoria/Victoria Regional Airport may require any submitter to participate in negotiations and to submit such other information or documentation as it may deem necessary as conditions of awarding a contract. The County of Victoria/Victoria Regional Airport reserves the right to vary or waive requirements for different submitters as shall fit the County of Victoria/Victoria Regional Airport's needs.

## **5.2 SELECTION CRITERIA**

The selection committee will review all Request for Proposals (RFPs) submitted in response to this solicitation using the criteria presented below and rate each firm by category. The firm will be recommended for award by Commissioners Court based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the County of Victoria Commissioner's Court.

**5.2.1 Evaluation Standard; Evaluation Committee.** A committee comprised of Victoria Regional Airport staff, and County Auditor's Department Members will evaluate the RFPs submitted. RFPs will be evaluated on evidence of understanding of the issues and challenges, the objectives to be achieved, and the technical and administrative capabilities in relation to the needs of the Airport. The following criteria are those that will be applied in the evaluation of the RFP:

### **EVALUATION SELECTION CRITERIA:**

1. **30 POINTS**
  - a. Fuel delivered price and demurrage fee
  - b. Refueler Ownership Proposal in accordance with section 3.6.1
  - c. Cost per gallon to amortize the cost the free refuelers

25 POINTS

2.
  - a. Delivery timeframe from time of order
  - b. Maintenance Support
  - c. Customer Support
  - d. Quality Control Support
  - e. Adequacy of proposer's facilities to provide the goods and services as shown in this proposal.

25 POINTS

3.
  - a. Proposer's overall qualifications and experience
  - b. References and Resumes

15 POINTS

4.
  - a. Strength of Sales Promotion/Advertising Program
  - b. Proposer's Incentives and Rewards Program for Customers
  - c. Marketing Campaign & Strategies
  - d. Special Events Contribution & Support

5 POINTS

5. Implementation & Start Up Plan

**Interviews (OPTIONAL) UP TO 15 ADDITIONAL POINTS**

The County of Victoria/Victoria Regional Airport may determine that it is necessary to interview short-listed firms prior to making a recommendation to Victoria County Commissioner's Court. Staff intends to use the following guidelines for the option process:

- The number of Proposers interviewed will depend on the closeness of the scores following evaluation of the written proposals.
- Staff will consider significant gaps in point separation between the top ranked firms in determining the number of firms to be interviewed.
- Only firms that are considered qualified to perform the work, on the basis of their written proposal, will be invited for interviews.
- No more than five (5) firms will be interviewed.
- Staff may conduct interviews where staff believes it is in the best interest of the County of Victoria/Victoria Regional Airport.
- The County of Victoria/Victoria Regional Airport reserves the right to determine whether an interview will be conducted or deemed necessary.

**TOTAL POSSIBLE POINTS: 100 (up to 115 points if interviews are conducted)**

- 5.2.2 The County of Victoria/Victoria Regional Airport reserves the right to reject any or all proposals, to waive informalities and accept the proposal that the Owner believes is the most advantageous to the public interest and the County of Victoria/Victoria Regional Airport.
- 5.2.3 For this RFP, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation. Negotiations may be undertaken with the Proposer in which their RFP best addresses the needs of the proposed services and demonstrates the ability and experience to perform the work. Award of the contract will be to the responsive Proposer whose RFP is most advantageous to the County of Victoria/Victoria Regional Airport.
- 5.2.4 **References.** Contact information for client references must be current. Please include contracts awarded to your company complete with a current point of contact for the client, telephone number, email address if available, summary of the work performed, and a contract term.
- 5.2.5 **Subcontracting.**  
If subcontracting with another company or an individual on this project, this must be identified in your proposal, and the subcontractor's credentials must be submitted with your proposal for the County of Victoria/Victoria Regional Airport's review and evaluation consideration.
- 5.2.6 **RFP Form.** Responses of excessive length or complexity are discouraged. The County of Victoria/Victoria Regional Airport reserves the right to include the selected RFP, or any part of the selected proposal, in the finalized contract award. Emphasis is on completeness and clarity of content.
- 5.2.7 **Other Considerations.** The County of Victoria/Victoria Regional Airport reserves the right to request additional information or consider historical information and facts, whether gained from the RFP, references, or any other source, in the evaluation process, including Respondent's past working or business relationship with the County of Victoria/Victoria Regional Airport, if any. The County of Victoria/Victoria Regional Airport further reserves the right to consider a respondent's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

### 5.3 LIMITATIONS

- 5.3.1 Right to Accept or Reject.** The County of Victoria/Victoria Regional Airport reserves the right to accept or reject any or all Proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County of Victoria/Victoria Regional Airport. The RFP does not commit the County of Victoria/Victoria Regional Airport to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.
- 5.3.2 Request for Proposals to Remain Subject to Acceptance.** All submitted Proposals will remain subject to acceptance for one hundred twenty (120) days after opening without taking action.
- 5.3.3 Commissioners Court Approval Required.** The County of Victoria Commissioner's Court must approve the Proposer selected to provide the services requested in this RFP. The County of Victoria/Victoria Regional Airport reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each RFP should be submitted as completely and accurately as possible. The County of Victoria/Victoria Regional Airport reserves the right to request additional data, oral discussions, or presentations in support of the written RFP.
- 5.3.4 Proposer or Individual's Obligation Regarding Evaluation.**
- a. Submission of Information. Proposers are cautioned that it is each Proposer's and or individual's sole responsibility to submit information related to the evaluation categories, and the County of Victoria/Victoria Regional Airport is under no obligation to solicit such information if it is not included with the RFP. Failure of Proposer or individual to submit such information may cause an adverse impact on the evaluation of the specific RFP.
  - b. Proposer Review of RFP. Proposers are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the Proposer's and/or individual's risk and will not be a determinative factor when awarding the contract for services.
- 5.3.5 Oral Non-Binding.** Any non-written representations, explanations, or instructions given by Airport staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.
- 5.3.6 Lobbying Prohibited.** Proponents are prohibited from directly or indirectly communicating with County Commissioners regarding the Proponent's qualifications

or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting any county/airport staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Communications are to be limited to the Airport Executive Director via email at [vllarena@vctx.org](mailto:vllarena@vctx.org). Any violation will result in immediate disqualification of the proponent from the selection process.

## 5.4 RFP SPECIFICATIONS

**5.4.1 Modification or Withdrawal of Proposal.** Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice (email) to the Airport Executive Director at [vllarena@vctx.org](mailto:vllarena@vctx.org) and followed by mailing a modify proposal that reached the Airport Executive Director prior the submittal deadline. A submitter's Proposal may also be withdrawn by providing the same notice or in person by a submitter or the submitter's authorized agent, providing the agents identity is made known and the agent signs a receipt reflecting the Proposal is being withdrawn. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a firm or individual to withdraw a Proposal due to a material mistake in the Proposal.

**5.4.2 Inquiries.** In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to [vllarena@vctx.org](mailto:vllarena@vctx.org). **Due to the complexity of the RFP, a recommended meeting is scheduled on May 01, 2023, for all proposers to this RFP. The meeting will take place at the Airport Terminal Building at 1:00 p.m. The Terminal Building is located at 609 Foster Field Drive, Victoria, TX 77904.**

**5.4.3 RFP Interpretation; Addendum.** Any interpretations, corrections, or changes to this RFP will be made by addenda through:

- The County and Airport Website: <https://www.vctx.org/page/business.bids> and <https://flyvictoriatx.com/master-plan/>

Submitters shall acknowledge receipt of all addendums in their Proposal submittal.

## SECTION 6 - CONTRACT TERMS AND CONDITIONS

**6.1** This section will apply to the firm or individual ultimately invited to submit a cost proposal and to negotiate a final contract. These terms and conditions are presented for your agreement or your opportunity to take exception. Your response to these terms will be the basis for beginning contract negotiations should your firm be selected to submit a cost proposal.



**6.2 Contract.** There will be a written contract executed for services as needed. The contracted firm will be selected based on the highest final score and any other criteria as outlined within the RFP. In the event that negotiations are conducted, and an agreement cannot be reached, the County of Victoria/Victoria Regional Airport reserves the right to enter into negotiations with the next highest ranked proponent without the need to repeat the formal solicitation process. After negotiation with the top-ranked proposer and upon staff recommendation, a contract will be defined, and the contract will be presented to the Victoria County Commissioner's Court. The Victoria County Commissioner's Court will make the final award of a contract for the services to be performed in accordance with this RFP. Submission of an RFP indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the County of Victoria and the firm selected. The County of Victoria Commissioner's Court reserves the right without prejudice to reject any or all Proposals.

### **6.3 ELEMENTS OF CONTRACT**

1. **RFP.** This Request for Proposal is an invitation for individuals and companies to submit their Proposal and Pricing in accordance with specification requirements.
2. **RFP is an Indication of Ability to Perform Requested Services.** The RFP submitted by a firm or individual is an indication of the ability of the firm or individual to perform the requested services.
3. **Award is Acceptance.** The selection of a Proposer and award of a contract by the County Commissioner's Court based upon acceptance on the part of the County of Victoria/Victoria Regional Airport, thereby resulting in a binding contract between the County of Victoria and the selected firm or individual.
4. **Consideration.** Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated price, to be paid by the County of Victoria/Victoria Regional Airport to the selected firm or individual.
5. **Agreement; Exceptions.**
  - a. Submission of an RFP is a representation by a submitter that the submitting firm or individual agrees to the terms, conditions, and other provisions contained in the RFP, unless the submitter clearly and specifically presents in its RFP any exceptions to the terms, conditions, and other provisions contained in the RFP.
  - b. Exceptions presented in an RFP are not to be considered incorporated into the contract between the County of Victoria/Victoria Regional Airport and the

selected firm or individual unless and until the County of Victoria/Victoria Regional Airport agrees to accept such exceptions.

- c. The selected firm must acknowledge and agree that the negotiated contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the RFP selected (including any exceptions accepted by the County of Victoria/Victoria Regional Airport) which is acceptable to the County of Victoria/Victoria Regional Airport and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the County of Victoria/Victoria Regional Airport and the selected firm or individual.
- d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting negotiated contract.

#### **6.4 CONTRACT CHANGES**

The County of Victoria/Victoria Regional Airport may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any of the following:

- a) Description of services to be performed
- b) Time of performance (i.e. hours of day, days of week, etc.)
- c) Place of performance of the services
- d) Correction of errors of a general administrative nature or other mistakes, the correction that does not affect the scope of the contract or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the County of Victoria/Victoria Regional Airport will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract. The Contractor must submit any "Proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the County of Victoria/Victoria Regional Airport decides that the facts justify it, the County of Victoria/Victoria Regional Airport may receive and act upon a Proposal submitted before final payment of the contract.

#### **6.5 RIGHT TO TERMINATE; NOTICE REQUIREMENT**

The County of Victoria/Victoria Regional Airport reserves the right to terminate the contract with the selected Firm or Individual for any reason or for no reason (without cause) during the term of the contract, or during any renewal, extension or amendment, by giving ninety

(90) days written notice of such intention to terminate the contract to the selected submitter. If the contract terminates early, the County Victoria/Victoria Regional Airport will have the option to purchase the refuelers provided by the submitter. The County of Victoria/Victoria Regional Airport will pay the submitter the owed amount by dividing the total cost of the refuelers by the number of years fulfilled in the contract. In essence, the purchase price of the refuelers will be reduced by 1/7 per every year fulfilled in the contract

## **6.6 SELECTED FIRM OR INDIVIDUAL'S OBLIGATION TO MAKE REPORTS**

The Firm or Individual selected and awarded a contract under this RFP shall be obligated as follows:

- a. The selected Firm or Individual shall advise the County of Victoria/Victoria Regional Airport of errors or other discrepancies coming under observation during the progress of the services performed under the contract.
- b. The selected Firm or Individual shall submit monthly reports to the Airport Executive Director.

## **6.7 ASSIGNMENT; TRANSFER**

The selected Firm or Individual shall not sell, assign, transfer, or convey any contract or other benefits resulting from this RFP, in whole or in part, without the prior written consent of the County Commissioner's Court.

## **6.8 FORCE MAJEURE**

- a. In the event performance by the selected Firm or Individual of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, or other act of God, war, insurrection, civil disturbance, or act of state, the selected Firm or Individual shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
- b. Selected Firm or Individual shall notify the County of Victoria/Victoria Regional Airport of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the contract. Upon such notice, the selected Firm or Individual and the County of Victoria/Victoria Regional Airport shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.

## 6.9 INSURANCE AND LIABILITY

During the period of this contract, Contractor will maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold County of Victoria and the Victoria Regional Airport harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor will:

1. Name the County of Victoria/Victoria Regional Airport as additional insured/or an insured, as its interests may appear.
2. Provide the County of Victoria/Victoria Regional Airport a waiver of subrogation. Contractor's workers' compensation, employers' liability, commercial automobile liability, CGL, excess liability, professional liability, and builder's risk insurance policies will be endorsed to waive all rights of subrogation in favor of the Owner Group. With respect to all such policies, Contractor waives any and all rights of recovery or subrogation against the Owner Group.
3. Provide the County of Victoria/Victoria Regional Airport with a thirty (30) day advance written notice of cancellation or material change to said insurance.
4. Provide a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award to the Victoria Regional Airport, to the attention of the Airport Executive Director.

5. Submit a certificate of insurance reflecting coverage as follows:

- a. Automobile Liability

Bodily Injury/Property Damage	-	\$1,000,000
(combined single limit, each incident		
Personal Injury Protection (PIP)	-	\$ 5,000

- b. Commercial General Liability (Including Contractual Liability)

General Aggregate	-	\$1,000,000
Products/Completed Operations Aggregate	-	\$1,000,000
Each Occurrence	-	\$ 500,000
Personal/Advertising Injury	-	\$ 500,000
Medical Payments (Any One Person)	-	\$ 5,000
Property Damage	-	\$ 100,000

- c. Professional Liability Errors and Omissions

Per Occurrence	-	\$ 300,000
Aggregate	-	\$ 500,000

d. <u>Worker's Compensation</u>	-	As Statutorily required
Employers Liability		
Each Accident	-	\$1,000,000
Policy Limit by Disease	-	\$1,000,000
Each Employee by Disease	-	\$1,000,000

By submittal to this RFP, all firms are agreeing to the County of Victoria/Victoria Regional Airport insurance coverage requirements. Proof of insurance coverage will be required at time of project assignment and must be received by the County of Victoria/Victoria Regional Airport prior to any work commencing on Airport property.

Refer to Section **3.15 REFUELING LIABILITY INSURANCE OPTION** for additional insurance requirements.

## 6.10 PAYMENT AND INVOICING REQUIREMENTS

Payments. Payments will be made by electronic transfer by County of Victoria/Victoria Regional Airport upon satisfactory delivery of services and submission and acceptance of Contractor's INVOICE to the address below, or as indicated on Purchase Order.

ACCOUNTS PAYABLE                      Or by emailing both: [vllerena@vctx.org](mailto:vllerena@vctx.org) & [Ldaniels@vctx.org](mailto:Ldaniels@vctx.org)  
Victoria Regional Airport  
609 Foster Field Drive  
Victoria, TEXAS 77904  
Phone Number: (361) 578-2704

1. All payment terms will be "Net 10 Days" unless otherwise specified in the solicitation.
2. If partial shipments or deliveries are authorized by the Victoria Regional Airport, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
3. The County of Victoria/Victoria Regional Airport may withhold or set off the entire payment or part of any payment otherwise due the Vendor to such extent as may be necessary on account of:
  - a. Reasonable evidence that the Vendor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - b. Payment will be made by electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the County of Victoria/Victoria Regional Airport for payments made by electronic funds transfer.

Invoices. The County of Victoria/Victoria Regional Airport agrees to pay all approved invoices Net ten (10) days from the date received and approved. The County of Victoria/Victoria Regional Airport does not agree to the payment of late charges or finance charges assessed by the vendor for any reason.

Vendor must provide adequate detail on invoice for the County of Victoria/Victoria Regional Airport to review and approve. The County of Victoria/Victoria Regional Airport reserves the right to request and receive additional detail when needed. The following data shall accompany monthly invoices:

1. Date(s) of Service and Locations Serviced
2. Contract Number
3. Any other data sharing as required by the Agreement.

Novation/Name Change. If you change your name or ownership (NOVATION), notify the County of Victoria/Victoria Regional Airport immediately. The change must be approved by the Airport Executive Director and ratified by the County Commissioner's Court before any change can be recognized in the contract.

#### **6.11 INDEPENDENT CONTRACTOR**

The selected Firm or Individual will be an independent contractor under the contract. Professional services provided by the selected Firm or Individual shall be by the employees or authorized subcontractors of the selected Firm or Individual and subject to supervision by the selected Firm or Individual, and not as officers, employees or agents of the County of Victoria/Victoria Regional Airport. Selected Firm or Individual will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

#### **6.12 SUSTAINED DAMAGES**

In the event the County of Victoria/Victoria Regional Airport terminates the awarded contract for any reason, the selected Firm or Individual shall not be relieved of liability to the County of Victoria/Victoria Regional Airport for damages sustained by the County of Victoria/Victoria Regional Airport by reason of any breach of the contract by the selected Firm or Individual or otherwise, and the County of Victoria/Victoria Regional Airport may withhold any payments to the selected Firm or Individual for the purpose of an offset until such time as the amount of damages due the County of Victoria/Victoria Regional Airport from the selected Firm or Individual can be determined.

#### **6.13 CONFIDENTIALITY OF DOCUMENTS**

- a. ALL REQUEST FOR PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.

- b. In the event a request for public information is filed with the County of Victoria/Victoria Regional Airport, which involves a Firm or Individual's proprietary information submitted to the County of Victoria/Victoria Regional Airport in a proposal, the Firm or Individual affected by such public information request will be notified by the County of Victoria/Victoria Regional Airport of the request in order to give the affected Firm or Individual an opportunity to respond to the request.
- c. **On each page where confidential information appears, the Firm or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Firm or Individual.**
- d. Marking your entire RFP *CONFIDENTIAL/PROPRIETARY* is **not** in conformance with the Texas Open Records Act.

#### 6.14 INDEMNIFICATION

Consultant hereby agrees to protect, indemnify and hold harmless the County of Victoria/Victoria Regional Airport, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of Proposer, its officers, employees, servants, agents or subcontractors, or anyone else under Proposer's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, Proposer shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Proposer is not responsible for the actions of the County of Victoria/Victoria Regional Airport's contractor to perform the construction of the improvements covered under this Agreement.

Proposer agrees that it is an independent contractor and not an agent of the County of Victoria/Victoria Regional Airport, and that Proposer is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve County of Victoria/Victoria Regional Airport of any responsibility or liability from treating Proposer's employees as employees of County of Victoria/Victoria Regional Airport for the purpose of keeping records,

making reports or payments of Unemployment Compensation taxes or contributions. Proposer further agrees to indemnify and hold County of Victoria/Victoria Regional Airport harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Proposer.

Consultant shall defend and indemnify Indemnitees against and hold County of Victoria/Victoria Regional Airport and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Proposer in performing this Agreement.

#### 6.15 MISCELLANEOUS

All costs directly or indirectly related to the preparation of a response to this RFP shall be the sole responsibility of and shall be borne by the proposing firm.

- a. During the evaluation process, the County of Victoria/Victoria Regional Airport reserves the right, where it may serve the County of Victoria/Victoria Regional Airport's best interest, to request additional information or clarifications from Firm or Individuals, or to allow corrections of errors or omissions.
- b. The County of Victoria/Victoria Regional Airport reserves the right to retain all proposals submitted and to use non-confidential information in an RFP regardless of whether or not that RFP is selected.
- c. Each RFP shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the RFP by the County of Victoria/Victoria Regional Airport.

#### 6.16 NON-NEGOTIABLE TERMS

The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County of Victoria/Victoria Regional Airport will not incur a debt or obligation to pay selected Firm or Individual any amounts the County of Victoria/Victoria Regional Airport does not have the current funds available to pay, unless the contract includes a provision for the County of Victoria/Victoria Regional Airport to appropriate funding for the debt or obligation.
- b. **Advance Payments.** The County of Victoria/Victoria Regional Airport will not make advance payments to a selected Firm or Individual or any third party pursuant to this RFP or resulting contract.



- c. **Gift of Public Property.** The County of Victoria/Victoria Regional Airport will not agree to any terms or conditions that cause the County of Victoria/Victoria Regional Airport to lend its credit or grant public money or anything of value to the selected Firm or Individual.
- d. **Procurement Laws.** The County of Victoria/Victoria Regional Airport will not agree to any terms or conditions that cause the County of Victoria/Victoria Regional Airport to violate any federal, State, or local procurement laws, including its own charter.
- e. **Limitation of Liability.** The County of Victoria/Victoria Regional Airport will not agree to allow the selected Firm or Individual to limit its liability for breach or default of contract to the contract amount or to the amount the County of Victoria/Victoria Regional Airport has paid up to the time of the breach or default.
- f. **Attorney's fees; Legal Costs.** The County of Victoria/Victoria Regional Airport will not agree to pay the selected Firm or Individual's attorney's fees or other legal costs under any circumstances.
- g. **Delinquent Payments; Interest.** The County of Victoria/Victoria Regional Airport will not consider a payment delinquent, which is made within 30 days of receipt of the selected Firm or Individual's invoice, in accordance with Texas law. If the County of Victoria/Victoria Regional Airport does not pay what is due and owing within the 30 days, the County of Victoria/Victoria Regional Airport will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law.
- h. **Venue; Applicable Law.** This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Victoria County, Texas and venue for any dispute regarding contract shall be in Victoria County, Texas.

#### 6.17 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the County of Victoria/Victoria Regional Airport, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the County Auditor if the vendor has a business relationship as defined by Section 176.001(1-a) with the County of Victoria/Victoria Regional Airport and the vendor meets requirements under Section 176.006(a).

**Form CIQ** is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposal correspondence or other writing related to a potential agreement with the County of Victoria.

If requested in the solicitation document, all Respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response in addition to submitting a completed Form CIQ to the office of the County Auditor located at 115 N. Bridge Street; Victoria, Texas 77901.

#### **6.18 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and copy of the form to the County of Victoria/Victoria Regional Airport prior to the award of the contract. A contract, including a County-issued purchase order, will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

## ATTACHMENT A VENDOR CERTIFICATIONS

The Proposer is required to submit the following information to Owner for consideration:  
Provide responses that are clear and comprehensive.

Company name: \_\_\_\_\_

Permanent main  
office address: \_\_\_\_\_

ZIP

Tax ID No.: \_\_\_\_\_

1. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in law suits, contracts defaulted or filed for bankruptcy.

2. Form of ownership:    ☐ Proprietorship    ☐ Partnership    ☐ Corporation    ☐ Other (specify)

**DEBARMENT/SUSPENSION INFORMATION:**

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? ☐ Yes ☐ No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

**CERTIFICATIONS:**

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. ☐ Yes ☐ No

- A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;
- B. “fraudulent practice” means an intentional misrepresentation of facts made
1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
  2. to establish Cost Estimate or Contract prices at artificial non-competitive levels, or
  3. to deprive Owner of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Estimates at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. **NON-COLLUSION CERTIFICATION:**

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost estimate? ☐ Yes ☐ No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
2. That your cost estimate is genuine and is not a collusive or sham cost estimate;
3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost estimate, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost estimate or in any other cost estimate, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
4. The prices quoted in your cost estimate are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. **HOUSE BILL 89 VERIFICATION**

A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: ☐ Yes ☐ No

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**SEE NEXT PAGE FOR ACKNOWLEDGEMENT**

## **ACKNOWLEDGEMENT**

THE STATE OF TEXAS

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

I certify that I have read all of the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

\_\_\_\_\_  
**Company's Name**

\_\_\_\_\_  
**Signature, Authorized Representative of Respondent**

\_\_\_\_\_  
**Title**

STATE OF TEXAS                    }{

AFFIDAVIT

COUNTY OF VICTORIA            }{

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Texas

Name of Bidder \_\_\_\_\_

Signed by \_\_\_\_\_  
(Sign Name in Writing) (Title)

Address \_\_\_\_\_  
(Zip Code)

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Victoria does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

### Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)\*\*

**\*\*This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017)

*Last Revision: January 12, 2017*

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**