

**GLADEWATER INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
ENERGY SAVING PERFORMANCE CONTRACT
TOTAL CAMPUS ENERGY OPTIMIZATION SERVICES**

The intent of this Request for Qualifications (RFQ) is to solicit responses from Energy Service Companies (ESCOs) for the engagement of an Energy Savings Performance Contract. For the purposes of this RFQ, ESCO refers to any company that is qualified to provide a turnkey energy conservation program delivered through an Energy Saving Performance Contract per Texas Education Code §44.901. The response should be a complete proposal of qualifications for an Energy Saving Performance Contractor. Describe ESCO's capabilities to install, monitor and guarantee savings of a building and energy improvement program. The Gladewater ISD ("Owner") intends to select an ESCO and to award a Energy Saving Performance Contract to perform cost effective total campus energy optimization retrofits.

Sealed qualifications proposals are due on or before 12:00 PM, Noon, May 7, 2018 at the address indicated within this document and marked according to the directions specified.

RETURN RESPONSE TO:

Name: Mr. Sedric Clark
Title: Superintendent
Address: 500 West Quitman
City, ST Zip: Gladewater, TX 75647

Mark the sealed package "Qualifications of ESCO for GISD"

Requests for clarification of any part of this solicitation must be in writing at least five (5) business days prior to the due date. Such requests may be emailed to Sedric Clark at clarks@gladewaterisd.com

Answers will be provided to all known responders as a written addendum to the RFQ. It is the responder's responsibility to verify the issuance of Addenda in regard to this RFQ.

A – OWNER SUPPLIED INFORMATION

Note: Any ambiguous or unclear requirement or term specified in this document should be interpreted as in compliance with Texas Education Code §44.901.

1. PURPOSE OF SOLICITATION

The intent of this Request for Qualifications (RFQ) is to solicit responses from Energy Service Companies (ESCOs). For the purposes of this RFQ, ESCO refers to any company that is qualified to provide a turnkey energy conservation program. The response should be a complete proposal of qualification to provide an Energy Savings Performance Contract for the district to review to begin installation. Describe ESCO's capabilities to install, monitor and guarantee savings of a building and energy improvement program. The Gladewater ISD (“Owner”) intends to select an ESCO and to award a contract to perform cost effective total campus energy optimization retrofits.

DO NOT PROVIDE PRICING IN YOUR PROPOSAL.

Gladewater ISD anticipates a major reduction in annual energy costs through the implementation of this building and energy conservation program. **As a result of this process, the contract must provide for monitoring and verification of energy savings to be achieved. Any savings other than energy savings using the rates and rate structure paid by Gladewater ISD will not be allowed.**

Gladewater ISD requires that the selected provider of the energy conservation measures guarantee the amount of savings to be realized by the school District under the contract as required under Texas Education Code §44.901. If the term of an energy savings performance contract exceeds one year, the school District's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy cost savings, including electrical, and gas cost savings, divided by the number of years in the contract term.

Notice of Scope and Payback Term Limitations

Due to District staff time required to manage and monitor the resulting Energy Savings Performance Contract, the maximum payback term the District will consider is 6 years. Proposers should consider this limitation when responding to this RFQ.

ALSO, THERE WILL BE NO PAYMENT OR REIMBURSEMENT FOR ANY ENERGY AUDIT PERFORMED BY THE ESCO ON THE FACILITIES OF GLADEWATER ISD.

Contract Responsibility

The selected ESCO will be required to assume total responsibility of the project. The selected ESCO will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

Guaranteed Savings

The selected ESCO shall guarantee the amount of savings that will be achieved as a result of implementing the energy savings measures in the performance contract. In the event that the actual energy savings achieved after installation do not meet the amount of savings guaranteed, the ESCO shall be obligated to reimburse the Owner for the difference. The guaranteed savings must be equal to or greater than the total costs of the performance contract.

Experience

The board will only enter into energy savings performance contracts only with persons who are experienced in the design, implementation, and installation of the energy or water conservation measures addressed by the contract.

Bonding

Before entering into an energy savings performance contract, the board shall require the provider of the energy or water conservation measures to file with the board a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253, Government Code. The board may also require a separate bond to cover the value of the guaranteed savings on the contract.

Engineers Review

Before entering into an energy savings performance contract, the board must require that the cost savings projected by an offeror be reviewed by a licensed professional engineer who has a minimum of three years of experience in energy calculation and review, is not an officer or employee of an offeror for the contract under review, and is not otherwise associated with the contract. In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections 1001.053 and 1001.407, Occupations Code, apply to work performed under the contract.

Required Insurance

The selected ESCO shall procure and maintain in effect during the installation period of the agreement commercial general liability insurance in amount not less than \$1,000,000 for each occurrence and \$2,000,000 for the aggregate, automotive liability insurance in amount not less than \$1,000,000, and workers compensation insurance as required by State law. Evidence of required insurance shall be presented prior to contract execution. Insurance coverage shall not be canceled without prior written notification to Gladewater ISD. Gladewater ISD may require that they be listed as an additional insured.

Required Term of the Energy Savings Performance Contract

An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation measures to guarantee the amount of the savings to be realized by the school district under the contract. If the term of an energy savings performance contract exceeds one year, the school district's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy, water, wastewater, and operating cost savings, including electrical, gas, water, wastewater, or other utility cost savings and operating cost savings resulting from the measures, as determined by the school district in this subsection, divided by the number of years in the contract term.

Taxes, Fees, Code Compliance, Licensing

The ESCO shall be responsible for payment of any required taxes or fees associated with the execution of the performance contract. The ESCO shall be responsible for compliance with all applicable codes and laws. All engineering, design, installation and construction work shall be done by contractors licensed or otherwise authorized to work in the State of Texas.

Assignment

The selected ESCO shall not sell, assign, transfer or convey this contract completely, or in part, without the prior written consent of the Superintendent. Any such assignment or transfer shall not release the ESCO from all contractual obligations

2. FACILITIES

The District reserves the right to delete any Gladewater ISD facilities at any time from inclusion in the program.

3. SERVICES REQUESTED

Owner requests the turnkey services of an energy service company (ESCO) with the capability to complete the following scope of work:

1. Installation / implementation of the approved projects
2. Commissioning of the installed systems
3. Performance management services

4. PROJECT BUDGET:

The Owner has budgeted \$0.00 for the scope of work. Owner is expecting savings associated with the project to pay for all costs associated with this project.

5. Procurement Process

a. RFQ

This Request for Qualifications (RFQ) requires the proposer to submit their proposal of qualifications and the proposer shall agree to all terms and requirements herein. The Owner will evaluate the qualifications of the proposers and

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
(2) then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of Energy Savings Performance Contracts, the entity shall:

- (a) formally end negotiations with that provider;
- (b) select the next most highly qualified provider; and
- (c) attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.

b. Final Approval by Gladewater ISD Board

The District Board of Trustees must award the contract and the authorized official must sign the contract before it becomes binding on the District or the selected ESCO(s). Binding agreements shall remain in effect until all guarantees, products and/or services covered by this purchase have been satisfactorily delivered and accepted. The District reserves the right to waive any informality, to make awards to more than one ESCO, or to reject any or all responses.

c. Perform Project

If the project and contract are approved and executed, and funding has been secured, the ESCO may proceed with the project construction/installation.

d. Independent Contractor

It is expressly understood and agreed upon by both parties hereto that the District is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the District shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract, and that the successful vendor has no authority to respond to the District.

e. Selection Criteria May Include but is Not Limited to the Following:

- * Qualifications provided
- * Minimum 50+ ISD projects in the last ten years
- * Reference checks
- * Any information the District has or gathers in the selection process

6. Instructions to ESCOs

a. Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

b. Type of Contract

Any contract resulting from this solicitation will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to project approval criteria.

c. Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each known ESCO. It is the responsibility of all ESCOs to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due shall become a part of the RFQ, and ESCOs shall acknowledge receipt of and incorporate each addendum in its response. ESCOs shall consider only those clarifications and interpretations that the Owner issues by addenda three (3) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposal. Please contact Sedric Clark with clarification or questions of this document not later than 5 days prior to the submission deadline. Any other contact to Gladewater ISD Administrative staff or with the Gladewater ISD School Board Members is reason for disqualification.

d. Deadline

The Owner will receive Proposal at the time described below.

May 7, 2018 @ 12:00 P.M., LOCAL TIME

Submit Three (3) identical copies of the Proposal to:

Name:	<u>Mr. Sedric Clark</u>
Title:	<u>Superintendent</u>
Address:	<u>500 West Quitman</u>
City, ST Zip:	<u>Gladewater, TX 75647</u>

e. Delivery and Submission

Properly submitted Proposal will not be returned to ESCOs.

Proposal materials must clearly identify the RFQ title, and the name and return

address of the ESCO. Mark the sealed package "Qualifications of ESCO for GISD".

f. Point of Contact

The Owner is the following person as its representative and designates the Point-of- Contact for this RFQ to be the Superintendent. ESCOs shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of- Contact person.

Name: Mr. Sedric Clark
Title: Superintendent
Address: 500 West Quitman
City, ST Zip: Gladewater, TX 75647

g. Evaluation of Proposal

The evaluation of the Proposal shall be based on the requirements described in this RFQ. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner as required by the Texas Government Code §2254.004.

h. Owner's Reservation of Rights

The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ and no such representation is intended or should be construed by the issuance of this RFQ. The Owner reserves the right to reject any and all Proposals and re-solicit for new Proposal, or to reject any and all Proposals and temporarily or permanently abandon the Project. The Owner reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

i. Acceptance of Evaluation Methodology

By submitting its Proposal in response to this RFQ, ESCO accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

j. No Reimbursement for Costs

ESCO acknowledges and accepts that any costs incurred from the ESCO's participation in this RFQ shall be at the sole risk and responsibility of the ESCO.

B - ESCO'S SUBMITTAL

1. General Instructions

Proposal shall be prepared simply and economically, providing a straightforward, concise description,

ESCOs shall carefully read the information contained in this RFQ and submit a

complete response to all requirements and questions as directed. Incomplete Proposal will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Proposal.

Proposal shall include the following information about the ESCO - location of headquarters, total number of employees, number of performance contracts in the last ten years, explanation of each lawsuit the ESCO has been involved with on a performance contract in the last ten years, number of years your firm has been in business under the current name, any other names your firm has done business under, and the name of your parent company including all of the information above for them. These representations should comport with your company's business entity registration with the Texas Secretary of State.

Explain how the ESCO will handle energy rate changes for the guarantee. Provide the methodology not actual pricing.

Explain how adverse actions by Gladewater ISD will impact the guarantee. For example, what is the impact on the guarantee if Gladewater ISD does not operate the system as recommended by the ESCO.

2. Format

A. Page Size, Font Size, Binding, Dividers and Tabs

Proposal shall be a MAXIMUM OF SIXTY (60) PRINTED PAGES.

Proposal should be printed on letter-size (8-1/2" x 11") paper and clipped, not bound. (This method aids the district in compliance with public information requests.)

The Owner may use any information to determine the most highly qualified proposer.

B. Table of Contents

Submittals should include a "Table of Contents" and give page numbers for each part of the Proposal.

C. Pagination

Proposer should number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

APPENDIX A: OTHER FORMS

Non-Collusive Affidavit- Construction Company

The undersigned Proposer by signing and executing this Proposal certifies and represents to Gladewater ISD that Proposer has not offered, conferred or agreed to confer to any pecuniary benefit as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal: the Proposer certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal: the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any offer, trustee, agent or employee of the District concerning this Proposal on the basis of any consideration not authorized by law: the Proposer certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this Proposal: the Proposer certifies and represents that Proposer has not violated any federal, state or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised their persons official discretion, power or duty with respect to this Proposal: the Proposer certifies and represents that it has not now and will not in the future offer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this Proposal, the submission of this proposal, the award of this Proposal or the performance, delivery of sale pursuant to this Proposal.

Company Name: _____

Signature of Company Official: _____

Printed Name: _____

Date: _____

Note: Failure to complete and submit this form with your Proposal may result in disqualification of the Proposal.

FELONY CONVICTION NOTICE

FOR RESPONSE TO GLADEWATER ISD ISD ESPC RFQ SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, _____ certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

DATE

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176 for GLADEWATER ISD ISD**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with GLADEWATER ISD ISD and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of GLADEWATER ISD ISD or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

Form CIQ must be filed with the appropriate District records administrator:

1. 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 District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or
 - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the GLADEWATER ISD as of April 18, 2018, include:

1. **Members of the GISD Board of Trustees:** current list found at <http://www.gladewaterisd.com/page/dis.board>
2. Superintendent Sedric Clark

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), provide with your proposal.

GLADEWATER ISD ESPC RFQ

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.