



RFP 2016-044

Access Control and Time Collection Solution

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, March 24, 2016** for competitive proposals on **Access Door and Time Collection Services, RFP No. 2016-044 (Court Order)**. A **Pre-Proposal conference**: will be held Wednesday at 10:00 a.m., March 9, 2016, in the Jack Hatchell Administration Building, 4th Floor, 2300 Bloomdale Road, McKinney TX. 75071. Proposers shall use lump sum pricing. Proposers must furnish a performance and payment bond within thirty (30) consecutive calendar days following award of contract. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, March 24, 2016 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

.....

ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 25, 2016** and **Thursday, March 3, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: February 23, 2016
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Geraldine Osinaike, CPPO,
CPPB Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2016-044
Title Access Control and Time
Collection Solution

Bid Type RFP
Issue Date 02/23/2016
Close Date 3/24/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geraldine Osinaike, CPPO, CPPB
Senior Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
3/9/2016 10:00:00 AM	Pre-Proposal Meeting (Not Mandatory)	Details of Pro-Proposal Meeting
3/14/2016 2:00:00 PM	Deadline to Submit Questions	Deadline to Submit Questions Monday March 14, 2016 at 2:00 pm.
3/18/2016 5:00:00 PM	Intent to Submit Proposal	Do you intend to submit a proposal?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Advertisement Access Door & Time Collection.pdf	Legal Notice
Header	General Instructions_Proposals.docx	General Instructions_Proposals

Header	Terms of Contract_Proposals.docx	Terms of Contract_Proposals
Header	Insurance Access Door Time Collection.pdf	Insurance
Header	RFP Access Control and Time Collection Final.pdf	RFP Specification
Header	Attachment A Cost Worksheet.pdf	Attachment A Cost Worksheet
Header	Payment Bond.pdf	Payment Bond
Header	Performance Bond.pdf	Performance Bond
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB23 CIQ.pdf	HB123 CIQ
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	_____ (Required)
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
6	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)

- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. _____ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 9 Preferential Treatment The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). _____ (Required)
1. Is your principal place of business in the State of Texas?
 2. If your principal place of business is not in Texas, in which State is your principal place of business?
 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
 4. If your state favors resident bidders, state by what dollar amount or percentage.
- 10 Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)
- Please initial.

11 Immigration and Reform Act I declare and affirm that my company is in compliance with _____ (Required)
the Immigration and Reform Act of 1986 and all employees
are legally eligible to work in the United States of America.

I further understand and acknowledge that any
non-compliance with the Immigration and Reform Act of
1986 at any time during the term of this contract will
render the contract voidable by Collin County.

Please initial.

12 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code _____ (Required)
requires that any vendor considering doing business with a
local government entity disclose the vendor's affiliation or
business relationship that might cause a conflict of interest
with a local government entity. Subchapter 6 of the code
requires a vendor to file a conflict of interest questionnaire
(CIQ) if a conflict exists. By law this questionnaire must be
filed with the records administrator of Collin County no
later than the 7th business day after the date the vendor
becomes aware of an event that requires the statement to
be filed. A vendor commits an offense if the vendor
knowingly violates the code. An offense under this section
is a misdemeanor.

By submitting a response to this request, the vendor
represents that it is in compliance with the requirements of
Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County
Clerk's Office located at 2300 Bloomdale Rd., Suite 2104,
McKinney, TX 75071.

Please initial.

13 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires _____ (Required)
a business entity entering into certain contracts with a
governmental entity to file with the governmental entity a
disclosure of interested parties at the time the business
entity submits the signed contract to the governmental
entity. Section 2252.908 requires the disclosure form
(Form 1295) to be signed by the authorized agent of the
contracting business entity, acknowledging that the
disclosure is made under oath and under penalty of
perjury. Section 2252.908 applies only to a contract that
requires an action or vote by the governing body of the
governmental entity before the contract may be signed or
has a value of at least \$1 million. Section 2252.908
provides definitions of certain terms occurring in the
section.

Section 2252.908 applies only to a contract entered into on
or after January 1, 2016.

Please initial.

14 Notification Survey In order to better serve our offerors, the Collin County _____ (Required)
Purchasing Department is conducting the following survey.
We appreciate your time and effort expended to submit
your bid. Should you have any questions or require more
information please call (972) 548-4165.

How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan
Room, Collin County eBid Notification, Collin County
Website, Other

15 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, _____ (Required) any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	6.5.1 Use Attachment A, Cost Worksheet to submit your high level cost proposal 6.5.2 Submit a Bill of Materials including all items necessary to render project complete and operational. 6.5.3 State Cost for Maintenance/Warranty for 3 Year period 6.5.4 Optional line item: State Cost for Maintenance/Warranty for 4 Years 6.5.5 Optional line item: State Cost for Maintenance/Warranty for 5 Years 6.5.6 Optional line item: State Cost for data migration services	\$_____

Item Notes: Please see section 6.5 Pricing/Fees of the specification.

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.34 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.35 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$4,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
10	Overall proposal with respect to stated needs and objectives (Proposal Format Item 6.2; 6.3; 6.6; 6.7)
25	Technical fit to the county needs and technical direction (Proposal Format Item 6.7)
25	Fit to the county business needs and processes (Proposal Format Item 6.3; 6.6; 6.7)

10	Reputation of equipment manufacturers as determined by independent industry rankings and reviews (Proposal Format Item 6.7)
20	References (Proposal Format Item 6.4)
10	Experience with local government implementation needs (Proposal Format Item 6.2)

Collin County will elevate proposals scoring at least 70 points (70 %) to Level 3.

Level 3 – Cost (Maximum 25 Points)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 125 points total.

Points	Evaluation Criteria
25	Cost (Proposal Format Item 6.5; 6.6)

Level 4 – Demonstration and Interviews (*optional*) (Maximum 100 Points)

The Evaluation Committee may request to hear oral presentations and/or site visits from selected offerors that have been elevated to Level 3. Should site visits be requested, the committee will select sites to visit where the proposed solution is fully functional. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
50	Demonstration/Interview
50	Response to clarification questions and possible site visits

Level 5 - Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2, 3 and level 4 if requested.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Access Control and Time Collection System**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for equipment, installation, training, and optional system data migration services for an **Access Control and Time Collection System**.
- 5.3 Term: Provide for a contract commencing on the date of the award and continuing until project is complete with a three year maintenance agreement with options for years four and five
- 5.4 Pre-Proposal Conference: An optional pre-proposal conference will be conducted by Collin County on March 9, 2016 at 10:00 a.m. at the Jack Hatchell Administration Building, 4th Floor, 2300 Bloomdale Road, McKinney TX. 75071. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.
- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.
- 5.6 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Payment and Performance Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a

Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code). The bond shall remain in effect for the term of the contract. The bond shall remain in effect for the term of the contract.

- 5.8. Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.5.
- 5.9. Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal.
- 5.10. Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.11. **PROPOSAL SCHEDULE**

RFP released:	February 23, 2016
Pre-Proposal Conference:	March 9, 2016 at 10:00 a.m.
Deadline for submission of contractor questions:	March 14, 2016 at 5:00 p.m.
Proposals due:	March 24, 2016 at 2:00 p.m.
Award of Contract:	June 2016
Effective date of contract:	Upon award

Collin County reserves the right to change the schedule of events as it deems necessary.

5.12. **PURPOSE/SCOPE OF WORK**

The County intends to replace the existing Access Control and Time Collection system used for building security and employee time collection and reporting. The selected solution shall deliver a physical access control system, based on 13.5Mhz access/ID cards, which reduces the risk of ID cloning and unauthorized building access. The consolidated solution shall use standard published interfaces to transfer collected employee time "punches" to the PeopleSoft Time and Labor system for processing.

The County currently utilizes an Access Control System originally installed in the mid-1990's. The solution consists of two physically separate systems, one at the Sheriff's

Office and one at Central Plant, to provide distinct building access control zones at the justice center and within all other county buildings. In 2007, the system was customized to provide time collection functions via a proprietary process to upload a daily time file to a network share. All time collection functions are provided by the system installed at the Central Plant. Building control and time collection are provided in the following county locations:

- Animal Control Facility
- Central Plant
- Collin County Courthouse
- Jack Hatchell Administration Building
- Collin County Elections Office
- Justice Center
 - Sheriff's Office Administration Building
 - Sheriff's Office Detention Facility
 - Sheriff's Office Minimum Security Facility
- Frisco Tax Office
- Frisco John Wesley Building (JP4 and Constable)
- Farmersville Stock Yard
- Healthcare
- JJAEP Facility
- Juvenile Detention Facility
- Public Works Service Center
- Medical Examiner
- Plano 900 Building
- Plano 920 Building
- WIC Frisco

The access control system consists of two distinct DNA Fusion systems:

- Central Plant:
 - DNA Fusion system deployed at Central Plant to manage non-justice center building access and all time collection functions
 - Installed on a stand-alone tower format Dell server installed in the facilities department central control room
 - The server runs Windows 2008 Server with Microsoft SQL Server 2008
 - DNA Fusion system uses Cat5 and small gauge wire providing serial data connection and power
 - The access control private network is routed over county owned switches for communication between controller units and server
 - Access control communication flows from the server to SSP controller units to the door access reader (or time collection device) and then to the door lock, if applicable, and back the pathway to the server
 - HID ISOProx II badges are used for employee and contractor access

- Badges use the 125Khz spectrum for RFID communication with the access controllers
 - Different badge graphics are used to identify employee versus contractor badges
 - Handnet Readers
 - Seven Handnet Readers are installed at the Bloomdale Courthouse Facility
 - 29 SSP units are connected to the server
 - Approximately 1563 door locks consisting of devices provided by Fairway Supply are used throughout the county. Refer to Table 1 for device types and counts.
- Sheriff's Office:
 - A separate and distinct DNA Fusion system is deployed at the Collin County Sheriff's Office Administration, Jail and Minimum Security facilities and is controlled by the Sheriff's Office
 - The Sheriff's Office access control system consists of:
 - Two SSP units are connected to the server
 - Approximately 116 door locks consisting of devices provided by Fairway Supply are used throughout the county. Refer to Table 1 for device types and counts.

The time collection function, provided by the DNA Fusion system housed at the Central Plant, consists of:

- Approximately 85 access readers, fitted with an LCD clock, are designated as time collection devices (TCDs) within the County
 - TCD readers are not attached to a door and provide no building access function
- A customized process within the DNA Fusion system used to deliver a daily time file to the PeopleSoft system
- The daily time file is produced from the DNA Fusion system database and copied to a network share where it is then imported to the PeopleSoft system via customizations to the PeopleSoft time reporting process

Table 1: Device Type and Count

Location	Strike	Maglock	Solenoid Lock	Crashbar	Motion Sensor	Exit Button	Single Door	Double Door
Animal Control Facility	5	0	0	1	4	0	8	0
Central Plant	11	9	0	9	11	5	14	6
Collin County Courthouse	53	90	193	90	33	20	263	66
Jack Hatchell Administration Bldg	0	4	73	12	0	3	65	21
Collin County Elections Office	5	1	0	2	5	0	7	0
Sheriff's Office Administration/Detention	18	3	7	4	22	6	28	4
Sheriff's Office Minimum Security	6	2	0	2	6	0	7	1
Frisco Tax Office	0	0	0	0	0	0	0	0
Frisco John Wesley Build (JP-4 and Constable)	0	3	0	3	0	0	3	0

Farmersville Stock Yard	0	0	0	0	0	0	0	0
Healthcare	25	16	0	14	15	5	34	9
JJAEP Facility	0	7	14	26	1	6	33	8
Juvenile Detention Facility	0	1	0	0	1	0	1	0
Public Works Service Center	7	2	5	5	8	1	9	1
Medical Examiner	0	1	0	0	1	0	1	0
Plano 900 Bldg	16	15	0	12	16	2	28	0
Plano 920 Bldg	22	19	0	6	23	8	34	5
WIC Frisco	0	0	1	0	0	0	1	0
Total	168	173	293	186	146	56	536	121

In addition to the device types listed above there are approximately 750 badge access readers, in addition to the 85 TCD units, deployed across the county.

5.13. GENERAL REQUIREMENTS FOR PROPOSED SOLUTION

The County seeks proposals which will provide the following scope of work: Procurement, delivery, installation, configuration, training and optional data migration services for a consolidated building access control and time collection system

5.13.1. Building control and time collection will be provided in the following county locations:

Animal Control Facility, 4750 Community Ave., McKinney, TX 75071

Central Plant, 4600 Community Ave., McKinney, TX 75071

Collin County Courthouse, 2100 Bloomdale Rd., McKinney, TX 75071

Jack Hatchell Administration Building, 2300 Bloomdale Rd., McKinney, TX 75071

Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, TX 75069

Justice Center, 4300 Community Ave., McKinney, TX 75071

Sheriff's Office Administration Building

Sheriff's Office Detention Facility

Sheriff's Office Minimum Security Facility

Frisco Tax Office, 6101 Frisco Square Blvd., Suite 2000, Frisco, TX 75034

Frisco John Wesley Building, 8585 John Wesley Drive, Frisco, TX 75034

Farmersville Stock Yard, 1269 Texas State Hwy 78, Farmersville, TX 75442

Healthcare, 825 N. McDonald Ave., McKinney, TX 75069

JJAEP Facility, 4690 Community Ave., McKinney, TX 75071

Juvenile Detention Facility, 4690 Community Ave., McKinney, TX 75071

Public Works Service Center, 700 Wilmeth Rd, McKinney, TX 75069

Medical Examiner, 700 Wilmeth Rd, McKinney, TX 75069

Plano 900 Building, 900 E. Park, Plano, TX 75074

Plano 920 Building, 920 E. Park, Plano, TX 75074

WIC Frisco, 8785 McKinney Road, Frisco, TX 75033

- 5.14. TECHNICAL REQUIREMENTS The solution shall consist of server, database and workstation components which shall be:

5.14.1. SERVER COMPONENTS: Server side components shall be supported in a virtualized environment running under VMware

5.14.1.1. Server components shall operate on the VMware ESXi 5.5 platform

5.14.1.2. Server components shall utilize the Windows Server 2012 operating system

5.14.1.3. Server components shall be installed on existing County owned IBM Blade Servers deployed in the courthouse datacenter

5.14.2. DATABASE COMPONENTS: Database components shall be supported on Microsoft SQL Server 2014 Service Pack 1

5.14.2.1. The solution shall not require a dedicated SQL Server installation

5.14.2.2. The solution shall operate within a common database instance on the County's enterprise SQL Server system

5.14.2.3. Database components will use existing County owned equipment in the courthouse datacenter consisting of a Cisco UCS Rack Mount server cluster connected to EMC Extreme IO storage

5.14.3. NETWORK COMPONENTS: Network equipment required for this solution shall comply with the County equipment standards and utilize Cisco network equipment and Panduit horizontal cable components

5.14.4. WORKSTATION COMPONENTS: Any end user access to the solution shall be browser based with no dedicated agent computer installation required

5.14.4.1. Solution shall include an embedded access control application for system administration, user setup and event viewing which is accessed via any standard Web browser

- 5.15. The proposed solution shall support integration to the County Microsoft Active Directory system

- 5.16. The selected vendor will be required to provide an electronic copy of an MS Visio file showing how the architected solution will be installed at the County

- 5.16.1. The diagram(s) will show the network connections and communication path(s) within the County and how the data is transferred between the County locations and integrated systems
- 5.17. The proposed solution shall support role and group based security assignments
 - 5.17.1. For example, the County IT department shall be able to create security groups and assign those groups to the Facilities or Sheriff's Office and Human Resource departments while the Facilities or Sheriff's Office and Human Resource department will assign users door access and time reporting access, respectively
 - 5.17.2. The proposed solution shall deliver an audit report which may be used to verify assignment of the security roles with permission to issue access to secure areas
 - 5.17.3. The proposed solution shall support a "disable badge access" security role which may be assigned to multiple personnel within the Sheriff's Office
 - 5.17.4. The County prefers the proposed solution provide a "suspend access" function which may be used by select personnel with the appropriate security role to disable all door access within the Sheriff's Office in an emergency situation
- 5.18. The County prefers that solutions provide secure encryption which meets or exceeds any, or all, of the following security methods, as applicable:
 - 5.18.1. FICAM 128bit credential requirements
 - 5.18.2. Transportation Worker Identification Credential (TWIC)
 - 5.18.3. Homeland Security Presidential Directive 12 (HSPD-12)
 - 5.18.4. Federal Information Processing Standard (FIPS 201-PIV)
- 5.19. The proposed solution shall include a robust reporting component which includes the following types of reporting functions:
 - 5.19.1. Ability for county staff, with appropriate security, to write custom reports to expand any standard delivered reporting including, but not limited to, the following types of reports:
 - 5.19.1.1. Report showing new access privileges granted over the selected reporting period by:
 - Door group
 - Badge number
 - Name
 - Employee number

- 5.19.1.2. Comparison report showing list of badges without access to county doors but allowed to access Sheriff's Office areas
- 5.19.1.3. Report showing a history of use on a specific badge to include date and time of door access, which hardware device recorded the badge (whether a TCD, lock, or other device), etc.
- 5.19.1.4. Comprehensive list of all personnel profiles in the system which includes, at a minimum, the following fields:
 - Profile ID
 - All Badge numbers associated with the profile
 - Badge Type
 - First Name
 - Last Name
 - Department
 - Employee ID
 - Title
 - Status (active/inactive)
 - Activation/deactivation dates for each badge

5.20. TIME COLLECTION FUNCTIONS:

- 5.20.1. The County prefers that proposed time collection solutions integrate with PeopleSoft version 9.2 using published APIs provided, and supported, by PeopleSoft (i.e. Oracle)
 - 5.20.1.1. At a minimum, the proposed solution shall provide a bi-directional communication path for near real-time transfer, five minutes or less is preferred, of employee time punches as they are collected
- 5.20.2. Proposals shall document how employee time punches are delivered from the proposed solution to PeopleSoft and show how that data flows from the proposed solution through the county network to the PeopleSoft Time and Labor system
- 5.20.3. The proposal response shall document the recommended frequency with which time punches may be transferred to PeopleSoft
- 5.20.4. Proposal responses shall identify delivered error detection and reporting capabilities to ensure accurate time reporting
- 5.20.5. Proposal responses shall identify all methods supported by the solution to collect employee time and describe how that could be used in this implementation.

5.21. IMPLEMENTATION AND PROJECT PLANS

- 5.21.1. Vendors shall provide a proposed project plan showing a suggested timeline to minimize the duration of any access control or time collection outage
 - 5.21.1.1. A dual badge system is acceptable to the County and may be utilized to ensure there are no outages, for either access control or time collection, during the transition to the new system
- 5.21.2. The vendor shall submit a proposed implementation plan which shall provide an option to phase in the time collection function, either by building, campus or as a discrete set of implementation tasks within the project
- 5.21.3. The selected vendor shall provide a complete documentation set of all project documents including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials

5.22. TESTING, TRAINING AND GO-LIVE SUPPORT

- 5.22.1. The vendor shall propose, develop, and execute a testing plan approved by the County
- 5.22.2. The vendor shall propose, develop and execute a training plan to enable County personnel to support the solution. The training plan will, at a minimum, cover the following knowledge areas:
 - 5.22.2.1. Provide training program details for Facilities Management training for programming, repair and general maintenance
 - 5.22.2.2. Provide training program details for Information Technology training for application support functions
 - 5.22.2.3. Provide training program details for Sheriff Office training for creating profiles, badges, badge templates and creating custom reports
 - 5.22.2.4. Provide training program details for Human Resources training for creating profiles, badges, badge templates, creating custom reports, time collection functions and interface handoff to PeopleSoft

- 5.22.3. The vendor shall provide on-site support during a two week “go-live” period of the time collection system
 - 5.22.3.1. Support shall cover any potential issues with data integration to the PeopleSoft system, data file errors, etc.

5.23. MAINTENANCE/ WARRANTY

- 5.23.1. All equipment included in this solution will include a three year maintenance agreement covering all equipment and services. The vendor shall also propose alternate four and five year maintenance agreements.

5.24. GENERAL REQUIREMENTS

- 5.24.1. Vendors shall attempt to reuse existing door hardware, cabling and other installed components if it is determined to be feasible based on site visits and surveys
 - 5.24.1.1. Should it not be feasible or possible to reuse door hardware, cabling or other components, the proposal response shall include costs to procure, deliver, install and configure hardware for use with the proposed solution
 - 5.24.1.2. Existing equipment which may not be re-used for this project shall be wrapped in an approved protective material and returned to the County
 - 5.24.1.3. The selected vendor will be responsible for moving drop ceiling tiles as part of the project
 - 5.24.1.3.1. The vendor shall replace any tiles damaged during the process
- 5.24.2. Proposed solution shall include the ability to set access expiration dates on individual badges
- 5.24.3. Proposed solution shall allow the creation of custom badge templates by County staff
- 5.24.4. Proposals shall identify their best practice recommendation to populate existing employee data and access permissions from the existing access control system to the proposed solution.
- 5.24.5. The vendor shall propose an optional line item and a data migration services plan to port existing personnel profiles, badge information, associated pictures and building access assignments to the new solution

- 5.24.6. Picture files should have a naming convention such that the file can be easily identified as tied to a specific employee/badge profile
- 5.24.7. The County prefers solutions which will integrate with the existing Milestone based video surveillance system
- 5.24.8. The County prefers that vendors or implementation partners have a local office or headquarters within the Dallas/Fort Worth metroplex to minimize implementation and ongoing production support costs

6.0 PROPOSAL FORMAT

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

6.2 **FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

6.2.1 A descriptive background of your company's history.

- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.2.4 What is your primary line of business?
- 6.2.5 How long have you been providing access security and time collection product(s) and/or providing service(s)?
- 6.2.6 State the number and location of installations where your services are in use. Include the year the project was completed. Highlight any that have been in a jail, court or with high security areas.
- 6.2.7 Provide credentials, qualifications as well as experience for each team member or key personnel proposed for the project. Provide name, job title, role on the project and number of years they have been in the role.
- 6.2.8 Provide recent financial statements with the proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.
- 6.2.9 Provide a list of other projects that you are currently involved with or will be involved with.
- 6.2.10 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.11 List of all law suites resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 **PROPOSED PROJECT PLAN**

6.3.1 Provide a project implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:

6.3.1.1 Project Plan to include all necessary components to render it a complete and operational system; showing, at a minimum, the following key areas:

- 6.3.1.1.1 Installation
- 6.3.1.1.2 Education and Training
- 6.3.1.1.3 Testing and Support
- 6.3.1.1.4 Optional data migration services

6.3.1.2 Provide a schedule on each phase of the proposed project showing each of the county locations. Include all high level tasks which require time in the process, such as County review, and identify the amount of time assumed for each task. Note: It is anticipated that work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will need to be scheduled.

6.3.1.2.1 State how long time clocks/door controls will be down for the cutover process during each phase.

6.3.1.3 Documentation samples showing the work product the county may expect to receive covering:

- 6.3.1.3.1 Warranty/Maintenance

- 6.3.1.3.2 Configuration and programing details
- 6.3.1.3.3 As-Built Diagrams

6.4 REFERENCES

- 6.4.1 Provide a minimum of five (5) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization.

Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last 2 years.

6.5 PRICING/FEES

- 6.5.1 Use Attachment A, Cost Worksheet to submit your high level cost proposal
- 6.5.2 Submit a Bill of Materials including all items necessary to render project complete and operational.
- 6.5.3 State Cost for Maintenance/Warranty for 3 Year period
- 6.5.4 Optional line item: State Cost for Maintenance/Warranty for 4 Years
- 6.5.5 Optional line item: State Cost for Maintenance/Warranty for 5 Years
- 6.5.6 Optional line item: State Cost for data migration services

6.6 MAINTENANCE/WARRANTY/RESPONSE TIME

- 6.6.1 Offeror is requested to respond to Warranty/Response Time. (Refer to Section 5.23)

6.7 GENERAL BUSINESS REQUIREMENTS

- 6.7.1 Offeror shall provide a response for each of the requirements in sections 5.13 through 5.24

Provide a response for each item. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, so state and give the reason. Responses of “not applicable” or “exception taken” must be detailed in section 7, labeled Exceptions. If a response of “not applicable” or “exception taken” is not detailed in section 7, Exceptions, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Include industry analyst evaluations of the products, either hardware or software, proposed within this solution.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table should be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the offeror has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

**Attachment A
Cost Worksheet**

Summary of Total Software, Professional Services, and Maintenance Costs

Cost Categories	Proposed Cost in RFP	Explanation/Notes (if necessary)**
Hardware Cost		
Software License Fees		
Professional Services		
Implementation Services		
Training		
Travel and Other Costs		
Data Conversion (Optional)		
Total Cost During Project Period	\$ -	

Ongoing Maintenance & Support (Years 1-5)

Period	Proposed Cost in RFP	Explanation/Notes (if necessary)**
Year One through Three		
Year Four		
Year Five		

**Please identify the time at which "Year One" support begins (e.g., once software goes into production).*

***Attach additional notes (if needed) to provide full explanation.*

Assumptions/Additional Comments

List here the maintenance & support starting point (e.g., 10% of license) and annual caps in growth (e.g., lower of x% per year or inflation). Also list all other assumptions and use additional space if necessary.

Please check all cell formulas!!

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in _____ Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____
Title: _____
Company: _____
Address: _____

WITNESS

SURETY

Printed/Typed Name _____
Title: _____
Company: _____
Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Evaluation Committee:

Bill Bilyeu	Dan James	Julie Whitsell	Randy Clark
Caren Skipworth	Greg Elliott	Michalyn Rains	Jason Lane
Charles Adams	Jon Tidwell	Sara Hogle	Chris Gann
Cynthia Jacobson	Julie Rutherford	Steve Ganey	

Purchasing:

Michalyn Rains – CPPO, CPPB Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Geri Osinaike – Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Chris Hill – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

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.

