



REQUEST FOR QUALIFICATIONS ANNOUNCEMENT

Dated: October 3, 2019

The City of Arlington ("City") is seeking a response to this Request for Qualifications (RFQ) from consultants interested in providing professional services needed to develop a South Cooper Street Corridor Study that will improve transportation, enhance economic development, and position Cooper Street to help connect and bolster the broader Arlington community.

Qualifications, in accordance with the specifications and scope of work below, will be accepted until 4:00 p.m. on November 4, 2019.

GENERAL INFORMATION

The City of Arlington reserves the right to accept or reject any or all qualifications and to accept only those qualifications that are in the best interest of the City.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing responses to this request.

To be considered, one (1) original (so marked) and three (3) copies of the response, as well as an electronic version as a single PDF file on a flash drive, must be received by prior to the due date and time.

During the evaluation process, the committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from responders, or to allow corrections of errors or omissions. At the discretion of the committee, firms submitting responses may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all responses and to use any ideas included in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this request for qualifications (RFQ), unless clearly and specifically noted in the response and confirmed in the contract between the City and the firm selected.

The prospective contractor certifies by submission of their qualifications that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.

PROJECT OVERVIEW

The City of Arlington is requesting qualifications from professional consulting firms qualified to develop a South Cooper Street Corridor Study. South Cooper Street from UTA Boulevard to Bardin Road is a busy thoroughfare with a wide variety of land uses that is essential to connectivity and economic activity in Arlington. The City is interested in studying the existing conditions, understanding opportunities and needs, creating a robust vision for the corridor, and developing implementation strategies to ensure the future success of the corridor. Specific aspects to be considered during the planning process include

demographics, transportation and traffic impacts, economic development, public infrastructure, land use, and housing. The Corridor Study will also include a community outreach process with public visioning and partnership building. The firm selected for this project will provide leadership on all aspects of the project throughout the entire process, working closely with City staff, elected officials, and members of the public.

The City of Arlington is centrally located in the DFW region, between the cities of Fort Worth and Dallas, and is a fast-growing community with a population of approximately 388,000 residents. Arlington is home to the University of Texas at Arlington, the Texas Rangers baseball team (MLB), the Dallas Cowboys football team (NFL), and the Dallas Wings basketball team (WNBA), as well as major corporations and other entertainment attractions. The City is well connected to the region via state and interstate highways. The South Cooper Street study area is framed in part by the University of Texas at Arlington campus on the northern edge and the Parks Mall at Arlington on the southern edge. The UT Arlington campus has approximately 45,000 on-campus students, as well as faculty and staff, many of whom live, shop, and travel extensively in the study area. The Parks Mall is a busy regional destination, surrounded by complementary retail land use. Cooper Street is also classified as Texas Farm to Market Road 157 (FM 157) and as such is maintained by the Texas Department of Transportation. The City of Arlington classifies Cooper Street as a major arterial, with average daily traffic volumes over 40,000 through most of the study area.

PROJECT SCOPE

The South Cooper Street Corridor Study will develop a plan for the future success of this important thoroughfare in Arlington. Examining the area from UTA Boulevard on the north to Bardin Road on the south, the study will address the following issues in an effort to improve transportation, enhance economic development, and position Cooper Street to help connect and bolster the broader Arlington community. Qualifications for the South Cooper Street Corridor Study should address how the Consultant plans to approach the following key issues:

- Robust public visioning, stakeholder input, and partnership building
- Demographic analysis
- Transportation and circulation analysis, including safety, congestion, access, and smart mobility tools
- Land use and zoning analysis, including coordination with City-wide housing study
- Area market study and economic development recommendations to support existing businesses, attract new businesses, and adapt to changing retail trends
- Public infrastructure analysis, including flooding and stormwater issues
- Corridor aesthetics enhancement recommendations, such as landscaping, façade improvements, and signage
- Strategies to connect the Cooper Street corridor to the surrounding communities and use Cooper Street as a uniting element for the City fabric and residents
- Creation of a detailed implementation strategy to guide recommended actions

The Consultant team should be composed of experts in corridor planning, including American Institute of Certified Planners (AICP) planners, transportation engineers, economic development analysts, and community engagement professionals. Minority and women owned businesses are specifically encouraged to submit qualifications and/or partner with other firms.

The anticipated budget for the South Cooper Street Corridor Study is \$200,000.

The City anticipates the following schedule for the consultant selection and plan development process, but we retain the right to change the schedule as needed.

Advertise and issue RFQ	October 3, 2019
Last date to submit questions	October 25, 2019
Release addendum and answers	October 29, 2019
RFQ submittals due	November 4, 2019
Interviews with teams	Early December 2019
Select team and begin negotiations	December 2019
Conclude negotiations	Early January 2020
Plan development	February – September 2020
Plan adoption	October – November 2020

ROLE OF CONSULTANT

The consultant will furnish all required labor, materials, supplies, and travel required in connection with the project. The City expects that the project staff will include individuals with expertise in corridor planning, including American Institute of Certified Planners (AICP) planners, transportation engineers, economic development analysts, and community engagement professionals. Minority and women owned businesses are specifically encouraged to submit qualifications and/or partner with other firms.

ROLE OF THE CITY

The City will make available copies of any relevant reports, studies, or other resources as may be needed for the completion of the project.

The City’s Contract Administrator will be Ann Foss, Principal Planner in the Office of Strategic Initiatives, or a designated representative, who will coordinate the services to be provided by the City to the consultant.

Technical information regarding the South Cooper Street Corridor Study will be provided to the consultant by Ann Foss, Principal Planner in the Office of Strategic Initiatives.

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS

All questions concerning this RFQ must be directed to: Ann Foss via email at Ann.Foss@arlingtontx.gov. The questions must be in writing and received on *or before October 25, 2019, at 4:00 p.m.*

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFQ Respondent secures or attempts to secure an unfair advantage over another RFQ Respondent or creates a situation where there is an appearance of impropriety in contacts between the RFQ Respondent or RFQ agent or RFQ contractor and City officials.

After release of the RFQ, no officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City’s consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City’s consultants regarding any matters pertaining to this Request for Qualifications, except as herein provided.

Contacts by the Respondent with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include:

Private (non-business) contacts with the City by the Respondent's employees acting in their personal capacity;

Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this RFQ;

Presentations and/or responses to inquiries initiated by City Staff; and if a representative of the Respondent has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFQ.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a Respondent being disqualified from the process.

REQUEST FOR QUALIFICATIONS

Responses to this RFQ should be provided in the following numbered format as listed below.

1. Provide a brief description of the firm, including the number of years the firm has been in existence, range of professional services, office location(s), and staff size.
2. The City is interested in the experience of the firm and the proposed project leaders on similar projects. Please provide information regarding five (5) similar corridor or district projects and include the following items in the narrative:
 - project name and location;
 - year completed;
 - project cost;
 - owner representative's name, title, address, and phone number;
 - project description; and
 - name of project manager and members of the project team.

Projects must have been completed within the last five (5) years. At least two (2) of the projects should have been led by the team's lead planner.

3. Please include an organizational chart that indicates the project's key personnel and their responsibilities. This chart should also include any proposed subcontractors.
4. Provide for each of the key personnel and subcontractors related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. This portion of the submittal shall include a resume for each proposed individual. Please note if any proposed individual would be a subcontractor or consultant outside the lead firm. Explain the firm's past experience with each subcontractor listed. No

change in the proposed key personnel or subcontractors will be approved without express written consent of the City.

5. Identify the project’s principal contact and contact information.
6. Attach Form CIQ - CONFLICT OF INTEREST QUESTIONNAIRE.
7. Attach MWBE Subcontracting Plan form detailing MWBE certification information for the lead consultant firm and all subconsultants, including which are certified as MWBE firms, where they are certified, and the certifying body.
8. Provide a graphic timeline and detailed project schedule with key milestones identified to achieve the goal of Plan adoption by November 2020. The schedule should be based on the following key dates:

Contract Approved by City Council	January 14, 2020
Project Kick-Off Meetings	February 3-7, 2020
Advisory Committee: Kick Off	March 19, 2020
Council Committee: Existing Conditions/Visioning	May 5, 2020
Public Meeting: Existing Conditions/Visioning	May 6, 2020
Advisory Committee: Existing Conditions/Visioning	May 7, 2020
P&Z Meeting: Existing Conditions/Visioning	May 13, 2020
Council Committee: Preliminary Recommendations	June 9, 2020
Public Meeting: Preliminary Recommendations	June 10, 2020
Advisory Committee: Preliminary Recommendations	June 11, 2020
P&Z Meeting: Preliminary Recommendations	June 24, 2020
Advisory Committee: Draft Plan	August 27, 2020
Council Committee: Draft Plan	September 29, 2020
Public Meeting: Draft Plan	September 30, 2020
P&Z Meeting: Draft Plan Approval	October 21, 2020
Council Work Session: Final Plan	October 27, 2020
Council 1 st Reading	November 3, 2020
Council 2 nd Reading	November 10, 2020

9. Provide a detailed description of the major tasks anticipated to complete the South Cooper Street Corridor Study. Identify how this process has been used in the past to successfully complete a similar project. Clearly identify the methodologies and approaches that would be used to develop the Study and how the approach would address each of the issues described in the Project Overview and Project Scope sections above.
10. Provide a total project cost estimate with a breakdown showing the cost for each major task.
11. The firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The firm covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or

indirectly, that will conflict in any manner with the performance of the services called for under this RFQ.

9. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Texas, including identification of all staff holding AICP certification.
10. Identification of Potential Problems
The response should identify and describe any potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

CRITERIA FOR EVALUATION OF QUALIFICATIONS

The City's evaluation committee will use a point formula during the review process to score qualifications. The City will evaluate submissions and will award a maximum of 100 points for each submission. Points will be allocated for several key evaluation criteria, as described below.

1. **Firm Experience:** evaluation will be based on the professional background, qualifications, and experience of the firm's proposed team. (25 points)
2. **Project Experience:** evaluation will be based on the quality and effectiveness of the firm's past projects with similar scope. (20 points)
3. **Tasks and Methodology:** evaluation will be based on the detail and creativity of the proposed tasks, methodology, and approach to complete the South Cooper Street Corridor Study. (35 points)
4. **Work Schedule:** evaluation will be based on the feasibility of the firm's proposed work schedule and the firm's capability to meet all deadlines and schedules. (10 points)
5. **Budget:** evaluation will be based on the proposed total project cost and budget breakdown. (10 points)

Consultant teams with lead firms and/or sub-consultant firms that are certified Minority and/or Women Business Enterprises will receive added value in the evaluation process.

CONSULTANT SELECTION PROCESS

Qualifications will be evaluated by City of Arlington staff. This committee will select up to five (5) prospective consultants or firms using the above criteria whose responses best demonstrate the competence and qualifications needed to perform the service. Each successful firm will be given the opportunity to make a presentation to the selection committee, followed by questions. It will be required that key personnel who will work on this project must be in attendance at the presentation. At this time, we anticipate the presentations being scheduled on December 4, 2019 and/or December 5, 2019. Notice will be given as to the time and place of the presentation.

Upon selection, the consultant will participate in the final development of the project's structure, scope, sequence, timeline for completion, and other performance measures required to meet the indicated contractual responsibilities. A formal contract for professional services will be executed through the Arlington City Attorney's Office, with coordination through the Office of Strategic Initiatives.

SUBMISSION OF QUALIFICATIONS

Submit qualifications (1) original and three (3) paper copies and one (1) electronic copy by 4:00 p.m. on November 4, 2019 to the address below:

Office of Strategic Initiatives
Ann Foss, PhD, AICP
101 W. Abram Street
Arlington, TX 76010
817-459-6678
Ann.Foss@arlingtontx.gov

NOTE: Absolutely no faxed or e-mailed qualifications will be accepted. The City of Arlington shall not consider any request for extension of the deadline for qualifications.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

Certificate of Interested Parties Form 1295: The awarded contractor is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation **before the purchase/contract will be presented to the City Council.** The form must be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

ISRAEL PROVISION

If awarded the contract will require the following language: Pursuant to Chapter 2270 of the Texas Government Code, the Vendor verifies by signing the Contract that the Vendor does not boycott Israel and will not boycott Israel during the term of the Contract.

IF SELECTED STANDARD INSURANCE REQUIREMENTS MAY APPLY

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability, which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
 1. Worker's Compensation Insurance, statutory limits; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring Consultant's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
 4. **Umbrella or Excess Liability:** \$2,000,000.00 per occurrence and aggregate.
 5. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the performance of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Contractor shall maintain this policy for a period of two (2) years after the completion of the project or shall purchase extended reporting period or "tail" coverage insurance.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance. The general liability policy shall extend coverage to the CITY as additional insured for both ongoing operations and completed operations.
 2. Each policy will require that thirty (30) days prior to the cancellation or non-renewal of coverage, a notice thereof shall be given to CITY by mail to:

City of Arlington
Risk Manager
MS# 63-0700
Post Office Box 90231
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required; CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "Other Insurance" shall not apply to CITY where CITY is an additional insured on the policy; and

5. All provisions of the Contract concerning liability, duty, and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY's decision(s) thereon shall be final;
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- D. CONSULTANT agrees to the following:
1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
 3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
 4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.
 5. Subcontractors and Independent Contractors
 - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement DWC-81, DWC-82, DWC-83 or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

- c. **Persons providing services on the project** - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
- d. Every contractor, subcontractor and independent contractor providing services under this agreement or otherwise performing on the project must comply with the minimum insurance requirements stated herein.
- e. The contractor must obtain a certificate of coverage from each subcontractor and/or independent contractor prior to beginning work on the contract.
- f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, obtain a new certificate of coverage showing that coverage has been extended.
- g. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees, subcontractors and independent contractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.
All required notices shall be posted on each project site in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- h. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ATTACHMENT 1
MWBE SUBCONTRACTING PLAN

Project Name: _____

Project No: _____ Date: _____

LEGEND

MWBE = Minority/Woman Business Enterprise

* Answer with “YES” or “NO”

Prime Consultant	*Arlington Firm (Yes/No)	*MWBE (Yes/No)

LIST **ALL** SUBCONTRACTING OPPORTUNITIES (use additional sheets if necessary):

Description of Work Type	*Potential Arlington and/or MWBE Firm Participation (Yes/No)	Anticipated Percentage (%) of Work

Please complete this form and include with proposal, as an attachment.

Upon formal award of said project, the proposer will submit a Prime & Subs Report identifying the Local and/or MWBE subcontractor(s) that will perform the listed work. By signing below, the recommended proposer shall agree to meet their Local and/or MWBE goal based on the information provided on this document.

Name of Company’s Main Contact Person _____

Signature of Main Contact Person _____

Minority/Woman Business Enterprise (MWBE)

Minority and/or Woman-owned Business Enterprises are encouraged to participate in all City procurement solicitation. In order to be identified as a certified Minority/Woman Business Enterprise with the City of Arlington, Texas; this form, along with a copy of the selected certification, should be included with the bid/proposal.

PLEASE CHECK THE APPROPRIATE ETHNICITY AND/OR GENDER:

American Indian Asian Black Hispanic Woman Owned

Certification Status: Is the firm certified as a Minority, Woman, or Disadvantaged Business Enterprise by a government or business development agency? Yes No (If yes, please select specific agency)

- North Central Texas Regional Certification Agency (NCTRCA)
- State of Texas Historically Underutilized Business (HUB)
- Dallas/Fort Worth Minority Supplier Development Council (DFW MSDC) or NMSDC affiliate
- Women’s Business Council – Southwest (WBC-SW) or WBENC affiliate
- Texas Department of Transportation, Disadvantaged Business Enterprise (TxDOT, DBE)
- Small Business Administration, 8(A) Program
- Other (please specify) _____

The above information is for information purpose only. The City of Arlington encourages minority participation and utilizing MWBE subcontracting; however, MWBE participation will not be used as a criterion for award.

ATTCHMENT 2 – CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Exhibit 1), the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of Arlington.

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.

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	