



*Trinity Mills Transit Center District  
April 2017*

# **REQUEST FOR PROPOSALS**

**April 18, 2017**

## **Regarding Master Developer Services of City of Carrollton and Dallas Area Rapid Transit (DART) Owned Property RFP No. #17-032**

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**I. Key Dates**

Date Issued: April 18, 2017  
Response Due Date: July 18, 2017, 5PM

**II. Overview**

The City of Carrollton (City) and Dallas Area Rapid Transit (DART), are seeking proposals from firms interested in providing master development services for the Trinity Mills Transit Center District (the District), a Transit-Oriented Development (TOD) area located adjacent to the DART Green Line Transit Station. This Request for Proposals (RFP) is being issued to a shortlist of developers (Respondents) based on the qualifications demonstrated in their responses to the Request for Qualifications (RFQ) shortlist which is attached hereto and incorporated herein as Attachment A. The extensive background information and requirements for the Project provided in the RFQ are not all repeated herein but they should nonetheless be considered in responding to this RFP. Proposals to this RFP must demonstrate the Respondent's vision and phasing for the project and a workable planning and business framework for developing the subject properties, consistent with the City of Carrollton's and DART's vision and principles described within this RFP.

This RFP is a competitive proposal process. After reviewing the responses to this RFP and potentially interviewing some, but not necessarily all of the Respondents who have submitted development proposals, the City and DART anticipate selecting one responding firm or team (Master Developer). The process and criteria that will be used to make the selection are described herein.

The City of Carrollton, DART and the Master Developer will negotiate in good faith to reach agreement on a Memorandum of Understanding (MOU) that sets out the terms for the parties to move forward. The MOU represents a first step to defining business terms as well as a process by which the City, DART and the Master Developer will work collaboratively to formulate a fully articulated development and financing plan. The MOU will establish the general terms and conditions for exclusive negotiations, clarify the parties' respective roles and responsibilities, set out pre-development activities and budgets, and provide key terms and conditions of potential sale and/or lease of the properties. Other related development and financial considerations will be addressed in the MOU as well. Any one of the City, DART or the initial Potential Master Developer may, with or without cause upon ten days prior written notice, terminate negotiations to reach agreement on the terms of the MOU for the parties to move forward. After any such termination, the City and DART may proceed to so negotiate with any other, or none, of the Respondents to become the Master Developer. This process shall apply to the entire period from the selection by the City and DART of initial potential Master Developer until the City, DART and the Master Developer enter into Definitive Agreements which incorporate, at a minimum, the terms and responsibilities of the various parties as described in this RFP.



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**Location**

The Trinity Mills Transit Center District is located within the southeast quadrant of the intersection of President George Bush Turnpike (Bush Turnpike) and IH-35E and on the DART Green Line light rail station (Station) at Blanton Drive and West Trinity Mills Road. The Station also serves as the southern terminus of the Denton County Transportation Authority’s A Train and has the potential to capture east-west traffic from the Bush Turnpike as well as north-south commuters from IH-35E. A location map is attached as Appendix I.

**Subject Properties**

In the Trinity Mills Transit Center District, the City owns six parcels totaling approximately 708,719 square feet or 16.27 acres (City Property). DART owns 405,421 square feet, or approximately 9.31 acres, previously used as a bus transit center (the DART Property). Since completion of the DART Green Line LRT, the DART Property is no longer needed for transit operations and would be available for TOD under a long term ground lease, subject to approval by the DART Board. A parcel map generally identifying the City and DART owned properties is attached as Appendix II.

The City of Carrollton’s TOD objectives are to create sustainable, vibrant, livable districts with a variety of high-density residential, office, and retail uses, incorporating enhanced pedestrian amenities, and supporting transit ridership. DART seeks to work together with cities in the DART service area to implement TOD opportunities. By promoting high quality TOD on and near DART owned properties, the transit system can attract riders, generate new opportunities to create revenues for DART, provide benefits to the community and support environmentally sustainable livable communities that are focused on transit accessibility.

A competitive, comprehensive incentive program has been adopted by the Carrollton City Council for projects within a Tax Increment Refinancing Zone including those undertaken by the District’s Master Developer. Incentives include development fee rebates and infrastructure participation.

**TOD Development Project**

Carrollton’s vision for the Trinity Mills Transit Center District is a modern streamlined aesthetic with a vertical, dense, mixed use development that will create a new vibrant destination for the City and its environs. Ideally, this new urban village will contain at least one high-rise marquis office building, a brand-name hotel, several restaurants, and multi-family housing (for sale and for lease).

The City and DART are seeking a Master Developer to manage and oversee the horizontal and vertical development of the 25.58 acre District, including the 16.27 acres of City Property and the 9.31 acres of DART Property. The Master Developer will be responsible for creating a master development plan, a phasing plan, and the development of required trunk infrastructure, including streets, sidewalks, and



utilities. The Master Developer may be responsible for some or all of the vertical development, however multiple developers for different product types will also be considered.

The City and DART anticipate that the development of the District will involve several phases of development. For this reason, the initial submittal requirements for the RFQ were qualification-based though a preliminary development concept plan showing the Respondent's vision for its ultimate development must be included. If a Respondent responds to this RFP, the Respondent would be expected to provide a more detailed development plan. The final development plan, zoning, and phasing schedules are expected to be developed jointly by the City, DART and the selected Master Developer.

### **III. Master Developer Responsibilities**

Requirements of the Master Developer include (but are not limited to) the following:

1) Land Purchase and Assemblage

The Master Developer is expected to purchase or land lease the subject property in order to implement a plan meeting the City and DART's TOD objectives, as they may evolve from time to time. Preference for the DART Property is a long term lease, rather than a sale. Both the City and DART are open to creative transaction structuring (subject to any legal prohibitions), and Respondents should feel free to propose fee simple sale, long term ground lease or other forms of financial participation in the District.

2) Market Research

The Master Developer will be responsible for conducting the necessary market research and analysis to determine the marketable development uses and supportable lease, sales, and absorption rates. The associated cost of all market research shall be borne by the Master Developer.

3) Master Planning

In conjunction with the City and DART, the Master Developer will be responsible for designing and implementing a master plan for a market supportable and financially feasible mixed use TOD that achieves the development objectives of the City and DART. The RFP response anticipates the Master Developer will present its initial concepts for development, recognizing that the plan will need to be refined to reflect the objectives of all parties as well as the findings of subsequent market research and site planning and analysis.



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4) Permits and Approvals

The Master Developer will be responsible for securing any necessary land use changes, permits and regulatory approvals for development sites within the District. This includes by example, and not limitation, zoning, any required environmental site assessments and documentation, reports and approvals, building permits, and other necessary approvals. The City's Development Program Manager will assist the Master Developer in these efforts.

5) Financing and Developing Infrastructure

The Master Developer will be responsible for financing the entire cost of the proposed TOD project(s). These costs include all pre-development and development costs, such as by example and not limitation, infrastructure, entitlements, environmental, traffic, soil, or other studies, design and construction costs, and off-and-on-site work, including all utilities.

6) Construction and Vertical Development

The Master Developer will be responsible for the construction of all necessary improvements to support the development of the District. The Master Developer will be responsible for negotiating all development agreements with third-party developers and contractors and for the management, direction, design, integration, scheduling, control, review, and approval of all subcontracted work and services.

**IV. Selection Process**

1. Interested development firms are requested to submit all items listed under Section V Submittal Requirements of this RFP. At the discretion of the City and DART, Respondents may also be required to participate in presentations and oral interviews with a Master Developer Selection Committee, the DART Board's Transit Oriented Development Committee, and/or with the City Council's Transit Oriented Development Subcommittee. Participation may also, at the discretion of the City and/or DART, require written response to questions or clarifications respectively requested. Following analysis of responses, the City and DART may reject all proposals or accept one or more proposals to move forward into negotiations, on a priority basis.

2. The Master Developer Selection Committee, if needed, will be selected by the City Manager and DART Executive Director, or his/her designee



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3. The City and DART reserves the right at any time, subject only to restrictions imposed by its written contractual agreements, if any, to terminate negotiations with any Respondent and to negotiate with other Respondents deemed qualified.

4. The contents of this Request for Proposals, Appendices and Attachments are not warranted or guaranteed by the City and DART, and Respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning the statements made in this RFP.

5. In order to create a fair and orderly process, the City bars contact by and with Council Members and prospective contractors during a selection process. In furtherance of this policy, from the date of issuance of this RFP until such time as a final Master Developer selection is made, and the Master Development Agreement is fully executed, no Respondent or any of its employees, agents, subcontractors, joint venture partners, lobbyists or attorneys or other related entities shall contact any Council Member or staff member regarding the RFP or any related issue except as may be set forth in the next sentence or requested by the City as part of the City's interview and evaluation process. All verbal, written or other forms of communication shall be directed to Ms. Krystle Nelinson, Development Program Manager. This prohibition will be strictly applied. Failure to comply with this requirement may result in disqualification of a Respondent, at the City's election.

With the same objective, DART bars contact by and with any member of its Board of Directors and prospective contractors during the selection process. In furtherance of this policy, from the date of issuance of this RFP until such time as a Master Developer selection is made and the Master Development Agreement is fully executed, no Respondent or any of its employees, agents, subcontractors, joint venture partners, lobbyists or attorney or other related entities shall contact any member of the Board of Directors or staff member (with the exception of the designated contacts) regarding this RFP or any related issue or request by DART as part of the DART's interview and evaluation process. All verbal, written or other forms of communication with DART shall be directed to the designated contacts: Jack Wierzenski, Director, Economic Development and Robert Strauss, Vice President of Real Property and Transit Oriented Development. This prohibition will be strictly applied. Failure to comply with this requirement may result in disqualification of a Respondent, at the DART's election.

6. The City and DART will not pay brokerage fees to or on behalf of any party in connection with the RFP.

7. Respondents shall respond to this RFP at their own risk and cost.



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8. The proposal shall include the form provided as Appendix IV certifying that the proposal is not the result of and has not been influenced by collusion.

**V. Submittal Requirements**

The proposal should be a comprehensive, accurate and effective presentation. One (1) original and five (5) copies of the proposal shall be submitted. The proposal shall be prepared on 8 1/2" x 11" paper with 11"x17" foldouts for graphics as may be required. The proposals shall be bound by wire, 3-ring or GBC along the left side and organized in the following fashion, using tabbed, numbered separators for each section:

The Proposal of the firm must include, as a minimum, the following:

1. Cover Letter (including RFP title and the Respondent's name)
  - a. A summary of the proposed development concept.
  - b. A statement asserting the Master Developer has the financial capacity and experience to develop the proposed development.
  - c. Identification of the entity or person who will guarantee the performance of the Master Developer should an agreement be successfully negotiated.
  - d. A statement that all information contained in the cover letter and proposal is true and correct.
  - e. The proposal cover letter shall clearly identify the person or persons authorized to represent the Respondent, including contact information.
  
2. Letter of Transmittal

A proposal made by an entity shall include a copy of the Letter of Transmittal (Appendix III), which shall bear the signature of a duly authorized officer or officers, manager or partner of the proposing entity. Where a proposal is made by a joint venture, each of the parties included in the venture shall comply individually with this provision.
  
3. Organization and Management Plan

The Respondent will provide a detailed description of the Respondent's Organization and Management Plan, which shall be established to perform the contract services. The Organization and Management Plan shall clearly identify the project manager and key personnel associated with the Proposed Development. If the Respondent is a joint venture, the company or firm affiliation of each staff must be identified.



Resumes of any key personnel added since submission of the RFQ shall be included. The resumes should include all relevant job experience over the past ten (10) years, including position held, primary responsibilities and length of employment for each position, Professional registrations and percentage of time available for this proposed development. Each resume must be kept on a separate sheet and shall be included in the Appendix.

4. Vision Statement

The City of Carrollton's vision for the Trinity Mills Transit Center District as stated in the previous RFQ is a modern streamlined aesthetic with a vertical, dense, mixed use TOD development that will create a new vibrant destination for the City and its environs. Ideally, this new urban village will contain at least one high-rise marquis office building, a brand-name hotel, several restaurants, and multi-family housing (for sale and for lease). The Respondent should clearly spell out how its plans and phasing of the project are consistent with this vision and also describe any elements that differ from the vision for the project as well as a fully articulated rationale for any differences, including reference to market, financial, cost, and/or other data, as well as design and community considerations, as appropriate.

5. Project Concept and Plan

a. Concept

Using narrative, maps, tables, and other graphics, this section should focus on describing the development concept for the Project and how it achieves the District's TOD vision.

b. Plan

The proposal should contain a site plan illustrating the proposed development with a delineation of the subject properties and how each property is to be utilized for the overall development concept. The Respondent should also provide a schematic illustration showing the project scale massing and design character.

c. Development Program

The proposal should contain a tabular summary of the project mix of uses within the subject properties including the amount and type of retail, office, hotel, and residential development including square feet of land area, gross and net densities, FAR, total development program, and expected timing.

d. Phasing Strategy

The ultimate buildout 25.58 acres of land is expected to take an extended period of time to complete. The phasing strategy should, to the degree possible, provide the Respondent's phasing plan by parcel and land use type and its preliminary estimates on development timing and absorption.



6. Financial Proposal

The Respondent will provide documentation on sources and uses of funds, financial feasibility, and proposed sale and lease terms as follows:

a. Source and Uses

The proposal will include a balance statement showing sources of funds including all debt and equity and any public financing, and all fund uses including predevelopment, development, construction, financing, and operations.

b. Feasibility Analysis

The Respondent will also provide a leveraged and unleveraged project specific financial pro forma analysis including all project development and construction costs and a 10-year operating cash flow with project returns in Excel format.

c. Lease Terms

The proposal should contain a preliminary outline the financing terms for the project including lease or sale terms.

7. Project Schedule

The proposal should contain a schedule for project design, entitlements, construction, and lease up or sales period.

8. Financial Statements

The proposal must provide evidence of the development entity's financial capability to develop and operate the proposed project including the following:

- a. Description of the entity's type of business organization and a list of the owners of the organization showing percent of ownership by each.
- b. Three references from banks or lenders that have financed similar or larger projects for the entity or related entity in the past five years.
- c. Provide a history of litigation with public agencies within the last five years both against and initiated by the development entity, principals of the development entity, and/or their related persons or entities.
- d. Under a separate cover marked Confidential Financial Information, provide current audited financial statements of the proposing entity (or of the organizations that will complete the business entity formed for this project). Indicate available equity capital and available lines of credit from each of the financing sources proposed for the project. If audited financial statements are not available, such statements shall be certified by the chief financial officer to be true and correct.



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#### 9. Financial Qualifications

The Respondent must provide evidence of the Master Developer's financial capability to develop the proposed TOD project including the following:

- a. Description of the Respondent's type of business organization and a list of the owners of the organization showing percent of ownership by each.
- b. A concise description of the organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size, and overall number of personnel by discipline. If the Respondent is a joint venture, the Respondent shall furnish this information for each entity forming the Joint Venture.
- c. Three references from banks or lenders that have financed similar or larger projects for the entity or related entity in the past five years.
- d. Provide a history of litigation with public agencies within the last five years both against and initiated by the development entity, principals of the development entity, and/or their related persons or entities.
- e. Under a separate cover marked Confidential Financial Information, provide current audited financial statements of the proposing entity (or of the organizations that will complete the business entity formed for this project). If audited financial statements are not available, such statements shall be certified by the chief financial officer to be true and correct.
- f. The successful Respondent will be required to comply with the City's insurance requirements. A statement that the insurance coverage that is required can be obtained and will be carried without reservation or exclusions should the Respondent be awarded this project.

#### 10. Conflicts

A list of any outstanding disputes between the Respondent and the following entities: the City of Carrollton, DART, U.S. Department of Transportation, Federal Transit Administration (FTA), Dallas County, Denton County, and other relevant agencies, organizations, municipalities and government entities.

A list of any outstanding business relationships between the Respondent and the following entities: the City of Carrollton, DART, U.S. Department of Transportation, FTA, Dallas County, Denton County, and other relevant agencies, organizations, municipalities and government entities.

A list of any projects on which Respondent or any member of its Project Team has defaulted or declared bankruptcy or is in the process of doing so.



11. Appendix

The Appendix shall only contain the materials that are required in the RFP to be included in the Appendix.

12. Other Materials

Other materials, such as brochures, promotional literature etc., may be included, at the request of the City and/or DART.

**VI. Evaluation Criteria**

The City and DART will fully evaluate each proposal consistent with the purposes of the concept-level evaluation and the criteria set out in this RFP. The City and DART staff may request more information and meet with any Respondent if necessary. The proposals will be evaluated by City and DART staff and officials against the following criteria:

1. TOD Benefits

Meets City TOD program vision and goals to provide compact, mixed use, pedestrian-oriented, high quality development around stations; to encourage livable communities and sustainable development; promote multimodal access to the transit systems by all uses; and protect and enhance the City and DART's assets and investments. By promoting high quality TOD on and near DART owned properties, the transit can attract riders, generate new opportunities to create revenues for DART, provide benefits to the community and support environmentally sustainable livable communities that are focused on transit accessibility.

2. Developer Track Record

Provides evidence of previous experience and financial capability to complete the project.

3. Project Feasibility

Provides evidence that the project is supportable in the market and is financially feasible with a reasonable but not excessive return on investment to the development entity.

4. Financial Return

Provides a fair and equitable financial return commensurate with the value of its real estate and other tangible and intangible investments.

5. Design Excellence

A project that exhibits design excellence in conformance with the City's TOD Design Criteria.



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**VII. Submittal Information**

One original and five copies of each Respondent’s proposal including the submission requirements set forth in Article V of this RFP are required to be received on or before 5:00 p.m. Central Standard Time on July 18, 2017. Submittals made after this date and time will not be considered and will be deemed non-responsive. Proposals must be hand-carried, mailed or delivered by messenger to:

Vince Priolo  
Purchasing Manager  
1945 East Jackson Road  
Carrollton, TX 75006

Mailing address: P.O. Box 110535  
Carrollton, Texas 75011-0535  
ATTN: Vince Priolo  
(972) 466-3115

In addition to the RFP responses, a submittal by a Respondent shall include (i) a copy of the transmittal letter attached as Appendix III, and (ii) a completed conflict of interest questionnaire attached as Appendix V, which shall bear the signature of a duly authorized officer or officers, manager or partner of the proposing entity. Where a bid is made by a joint venture, each of the parties included in the venture shall comply individually with this provision. The submittal cover letter shall clearly identify the person(s) authorized to represent the Respondent, including contact information. The City will promptly deliver to DART an original and two (2) copies of each Respondent’s submittal.

Extraneous, excessive or irrelevant material will not be favorably received. Proposals and amendments to proposals received after the date and time specified above will be rejected by the City and DART as non-responsive and the proposal rejected. All proposals received will become the exclusive property of the City and DART and will not be returned to the Respondent.

**Questions**

Respondents may submit written or emailed questions to the City requesting clarification or commenting on concerns regarding the RFP. All requests for clarifications, questions and comments must be clearly labeled “Written Questions.” The City will not be responsible for failure to respond to a request that has not been so labeled. All questions, clarifications or comments must be put in writing and must be received by the City no later than 5:00 p.m. Central Standard Time on DATE at the mailing address specified above or the email addresses specified in Section VIII. All inquiries received after this time will not receive a response. Responses by the City will be communicated to all recipients of this RFP by being posted on the City’s website ([www.cityofcarrollton.com](http://www.cityofcarrollton.com)) no later than DATE.



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**Addenda**

The City shall make any changes to the requirements of this RFP by written addenda. Any oral statements or modifications will not bind the City. In addition, upon downloading the RFP, the Respondent shall notify the City and specify the addressee of any notices or Addenda to be sent to the bidder by the City. Failure to so notify the City may result in the bidder failing to receive Addenda or other important communications from the City. The City is not responsible for any such failure.

**VIII. Contact**

If you have any questions, please contact Krystle Nelinson, Development Program Manager, at (972) 466-3042 or [krystle.nelinson@cityofcarrollton.com](mailto:krystle.nelinson@cityofcarrollton.com) or Jack Wierzenski Director, Economic Development at (214) 749-2881 or [wierzens@DART.org](mailto:wierzens@DART.org). All questions submitted must also copy Vince Priolo, Carrollton Purchasing Manager, at [vince.priolo@cityofcarrollton.com](mailto:vince.priolo@cityofcarrollton.com).

**IX. Rejection of Proposals, Modification or Cancellation of RFP**

The City reserves the right to cancel or reject any or all proposals received at any time without prior notice, to issue subsequent RFP's for the same services, or variations thereof, to revise, modify or cancel in whole or in part this RFP, to modify its objectives and/or to take other actions which would ultimately satisfy the City's goals.

**X. Disclosure and Disclaimer**

This RFP is not a contract or a commitment of any kind by the City or DART and does not commit the City or DART to enter into an exclusive negotiation agreement, purchase and sale agreement, ground lease, or any other agreement, or to pay any costs incurred in the submission of this proposal.

It is the responsibility of the recipient of this RFP to assure itself that information contained herein, including that in the Appendices, is accurate and complete; neither the City nor its consultants provides any warranties, guarantees or assurances in that regard.

**XI. Additional Information**

The City and DART reserves the right to request additional information of Respondents as deemed necessary and appropriate by the City.

**XII. Waiver of Minor Deficiencies**

The City and DART reserves the right, in its sole discretion, to waive minor deficiencies, informalities and/or irregularities in the proposals or in compliance by any Respondent with requirements for submission of its proposal.



**XIII. Insurance Coverage**

The following information is being provided for informational purposes only. Insurance coverage and limits will be determined and an actual insurance attachment which may potentially include higher limits and/or broader coverage shall be prepared based on the bid of services submitted by the successful Respondent.

1. Successful Respondent shall provide and maintain Workers Compensation with statutory limits.
2. Successful Respondent shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting successful Respondent and the City and DART as additional Insureds with limits not less than 250/500/100,000.
3. Successful Respondent shall provide Commercial General Liability Insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than One Hundred Thousand Dollars (\$100,000.00). The general Liability Insurance must name the City and DART as an additional Insureds.
4. Successful Respondent shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect the successful Respondent and the City and DART from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Such insurance shall be project-specific and provide a ten year reporting period or "tail".
5. A Certificate of Insurance signed by the insurer, in form and substance satisfactory to the City and DART, showing compliance with the requirements of this Article shall be furnished to the City and DART before any services are performed. Such certificate or certificates shall provide 30 days written notice to the City and DART prior to the cancellation or modification of any insurance referred to therein.

**XVI. Public Information**

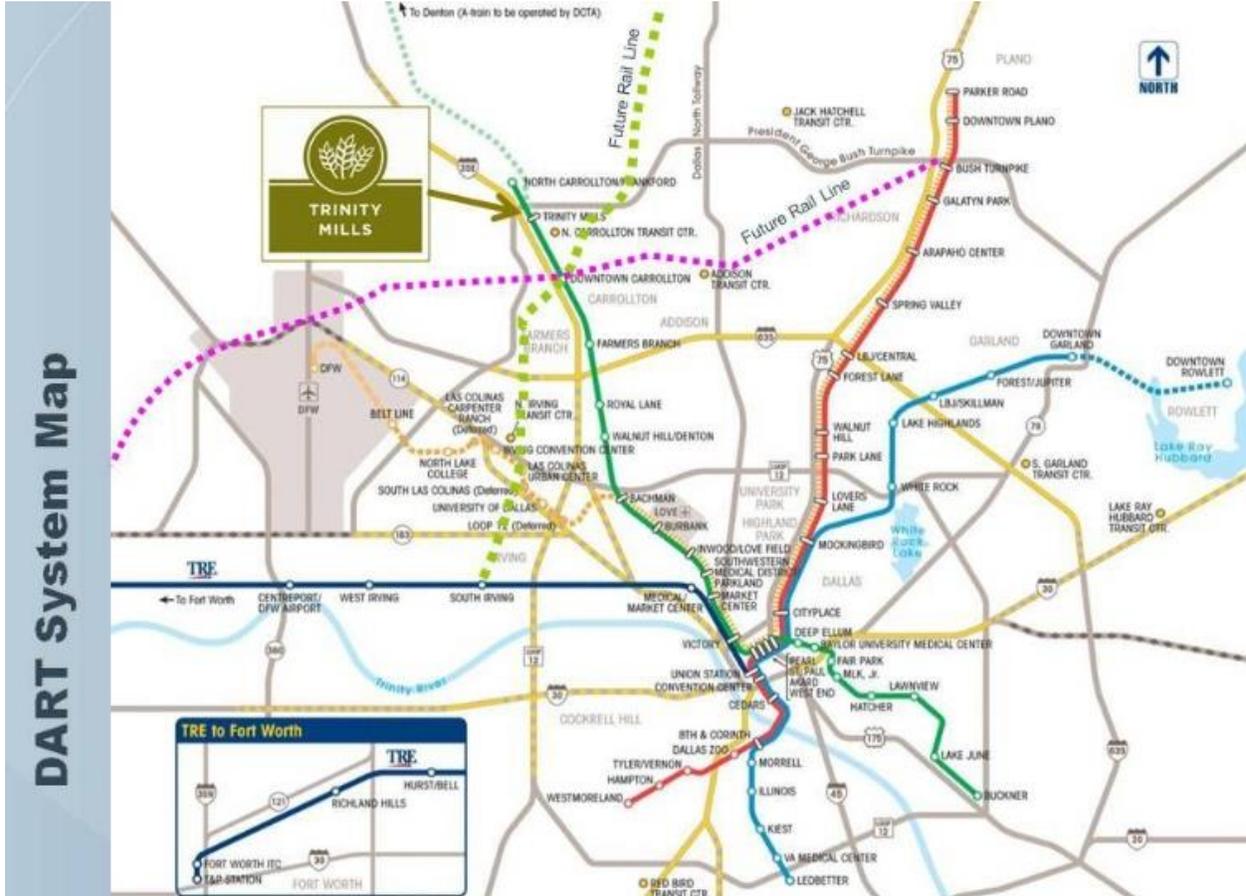
It is understood and agreed that all information in the possession of the City and DART is subject to the Texas Public Information Act; Texas Government Code, Chapter 552. If there is a request for any information referred to herein whether characterized as confidential, private proprietary, intellectual, or



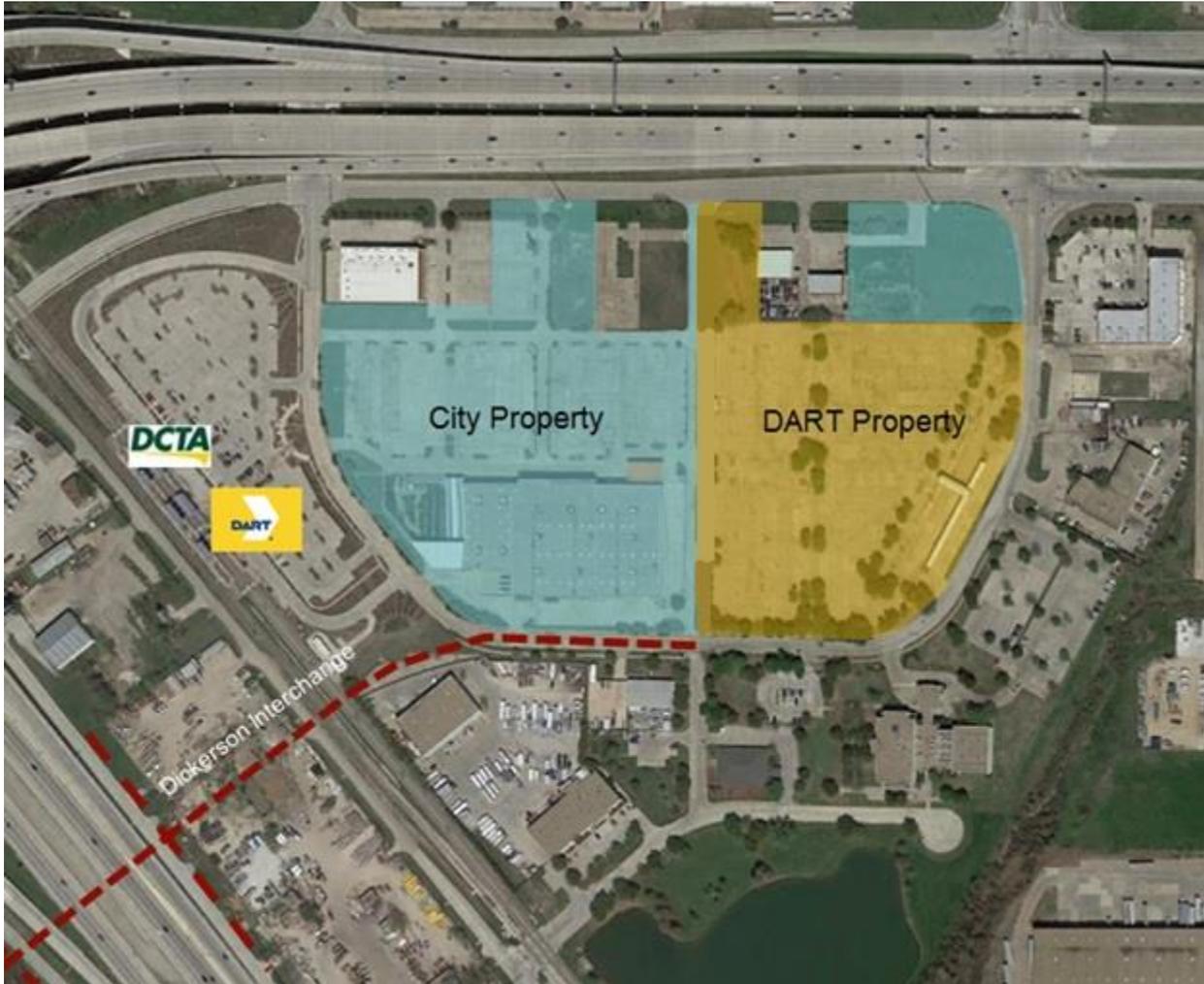
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otherwise, the City shall inform Respondent who may take such actions it deems necessary to prevent the release of the information it deems necessary. This RFP is subject to this qualification and the City shall have no further obligation.

**APPENDIX I.**  
**LOCATION MAP – Trinity Mills Transit Center District**



**APPENDIX II.  
CITY/DART OWNED PROPERTY – Trinity Mills Transit Center District**



\*It should be noted that the large building at the south end of the City property as well as the bus depot station to the east on the DART property have since been demolished. Additionally, as part of the Dickerson Parkway reconstruction, an approximately 1.39 acre strip was acquired by TxDOT from DART along the east side of the property to allow for the expansion of Dickerson Parkway and is not reflected in this aerial but is shown on the survey attached as Appendix VI.



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**APPENDIX III.  
LETTER OF TRANSMITTAL**

Date, 2017

Ms. Erin Rinehart  
City Manager  
City of Carrollton  
P.O. Box 110535  
Carrollton, Texas 75011-0535

Mr. Jack Wierzenski  
Director, Economic Development  
Dallas Area Rapid Transit  
P.O. Box 661063  
Dallas, TX. 75266-7206

In response to the Request for Proposal for a master developer, (**Respondent name**) hereby declares that we have carefully read the RFP documents, exhibits, [and subsequent amendments,] and have prepared this response according to the City's and DART's stated requirements.

We hereby certify that no gratuity has been offered to City or DART employees, agents, Council Members, or Board members, as applicable, or any other persons or organizations, which interact with the City or DART, for the purpose of receiving favorable treatment in the selection and negotiation process.

We further certify that should we be the successful Respondent, we shall not assign, hypothecate, or transfer our interest in the response to this RFP or the services requested without the express written consent of the City and DART. This shall include the partial or entire sale of assets, mergers, name changes, etc.

We hereby certify that all information conveyed to any public entity, to the media or the business and/or neighbor community, whether in the form of informal or formal discussions, press releases, direct mail or other broadly distributed announcements regarding discussions, negotiations, contract signing, occupancy by client or any subsequent agreements between the City and/or DART, as applicable, and the Respondent or agent, shall be conveyed exclusively by the City or DART, as applicable, unless otherwise expressly agreed by the City or DART, as applicable. This shall include any and all contact with print or broadcast reporters as well as paid advertising. Any breach of this request by the Respondent or agent would likely result in the termination of any further relationships; consequently, we shall abide by these announcement restrictions.

We have responded to this RFP at our own risk and cost. The terms of this bid shall be in full force and effect for a minimum of 180 days from the date of this letter.



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The undersigned is authorized to sign and negotiate with the City and DART on the Respondent behalf and will, if selected, negotiate in good faith with the City and DART. A signed resolution of the Respondents Board, Chief Executive Officer, or equivalent officer providing evidence of such authority is attached hereto.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

- Attachments
1. Certified resolution(s)
  2. Joint venture statements

Note: If a joint venture is being proposed, provide the following information for all participating firms: statement as to the name, title, address, telephone and fax number(s) of the individual(s) with authority to bind the Respondent during the period in which the City and DART is evaluating bids as an attachment to the letter of transmittal.



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**APPENDIX IV.  
NONCOLLUSION AFFIDAVIT**

STATE OF TEXAS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; that the bid is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent or put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any respondent or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price, or of that of any other respondent, or to fix any overhead, profit or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the respondent has not, directly or indirectly, submitted its price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company, association, joint venture, limited liability company, organization, bid depository, or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for said County and State

[Seal  
My commission expires: \_\_\_\_\_.

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the bid and so that it is signed on behalf of all general partners, members or joint ventures of the respondent.]*



*Trinity Mills Transit Center District  
April 2017*

**APPENDIX V.  
CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with each the City Secretary of the City of Carrollton and General Counsel of DART not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

An amendment to this state law went into effect on September 1, 2007, which allows for two changes to the original statute:

1. The conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton and Dallas Area Rapid Transit requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."



CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor doing business with local governmental entity
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
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.
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).
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.



*Trinity Mills Transit Center District  
April 2017*

## **CERTIFICATE OF INTERESTED PARTIES**

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

**Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, approval can be considered.**

**You can fill out the form online, get a certificate number, and that number goes in the upper right box. Notarizing the form is required by state of Texas law.**



<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																																										
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																										
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.																																										
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		Controlling	Intermediary																																							
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																																										
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																																										
_____ Signature of authorized agent of contracting business entity																																										
AFFIX NOTARY STAMP / SEAL ABOVE																																										
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.																																										
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> </tr> <tr> <td style="border: none; font-size: small;">Signature of officer administering oath</td> <td style="border: none; font-size: small;">Printed name of officer administering oath</td> <td style="border: none; font-size: small;">Title of officer administering oath</td> </tr> </table>					_____	_____	_____	Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																																
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<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																										

**APPENDIX VI.**  
**SURVEY OF DART PROPERTY**

