



City-Owned Site Development
Engineering Feasibility Study
March 31, 2023

REQUEST FOR QUALIFICATIONS

March 31, 2023

Regarding City-Owned Site Development Engineering Feasibility Study for City of Carrollton

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I. Key Dates

Date RFQ Issued:	March 31, 2023
Question Submittal Deadline	April 20, 2023, 3:00 PM
Response to Written Questions:	April 27, 2023, 3:00 PM
Response Due Date:	May 4, 2023, 3:00 PM
Evaluation Completed by City:	TBD
Short List presented to TOD Committee:	TBD
Recommendation to City Council:	TBD

II. Overview

The City of Carrollton (City) is soliciting engineering consulting firms or teams' qualifications and a preliminary proposal from consultants providing engineering services for a site development study of the City owned tract located at the southwest corner of President George Bush Turnpike (PGBT) and IH-35E. The project objective is to review and understand the potential for land development and associated challenges within the site. The engineering review should include, at a minimum, an environmental study, a review of the existing flood plain, an evaluation of land reclamation potential, an evaluation of land use compatibility, provide utility access and capacity assessment, review existing easement rights, and an evaluation of the cost of preparing property for development. The primary purpose of the study is to determine how much of the property can be feasibly developed. This engineering feasibility study is not seeking a full site development plan.

Location

The City-owned property is located on the southwest corner of PGBT and IH-35E, referred to as the "Principal Study Area" (See Illustration 1).



III. Scope of Services

The City of Carrollton (City) is requesting qualifications from experienced engineering consultants or teams (Respondents) demonstrating professional experience, skill, and knowledge required to work with City staff, City Council, and numerous stakeholders to provide an engineering study for the City-owned property. A short list of the most qualified consultants will be developed following review by the city. A separate Request for Proposals (RFP) will be advertised to the selected candidate or candidates.

The engineering services required include evaluating the floodplain and determining area and total acreage that can be developed, along with any permitting requirements and estimated costs to recover

the acreage. This analysis should include review of the Trinity River Corridor Development Certificate (CDC) process as well as any United States Army Corps of Engineers (USACE) permitting required.

Consultant Team Responsibilities

Requirements of the Consultant Team will include (but are not limited to) the following:

- 1) Environmental Study
The consultant team is expected to provide findings to ensure that any analysis provides clarity and guidance for all federal, state, and local environmental regulations.
- 2) Flood Plain Study
The consultant team will be responsible for conducting the necessary review and analysis of the floodplain throughout the location, including wetlands delineation, USACE permit requirements, and the Trinity River CDC process.
- 3) Land Reclamation
The consultant team will be responsible to determine how much land can be successfully developed, which will likely include recovering land out of the floodplain and meeting the requirements of development through the CDC and USACE.
- 4) Land Use Compatibility
An in-depth geotechnical analysis will need to be performed to determine the type of development that can occur when partnered with the land reclamation study.
- 5) Utility Study
The consultant team will be responsible for providing a utility availability review and existing capacities. Additionally, the team will be expected to review existing utility easement rights throughout the property.
- 6) Development Preparation Costs
The consultant team will provide an engineer’s opinion of probable costs to prepare the site for development, including, but not limited to, all land reclamation, utility extensions, and utility capacity upgrades.

IV. Selection Process

To participate, interested firms are requested to submit a hard copy *Letter of Interest* and *Statement of Qualifications*, along with all required documents listed in Appendices III through V of this RFQ in writing. At the discretion of the City, Respondents may be required to participate in oral interviews with a selection committee and/or with the City Council’s Transit-Oriented Development Committee and/or City Council.

Participation may also require a written response to questions or clarifications requested by the City. Following analysis of the responses, the City may reject all proposals, may select a short list to invite to a Request for Proposals (RFP), or may choose to abandon the project or the solicitation.

General Information Regarding the RFQ Selection Process

1. After receipt of proposals, the City reserves the right at any time to terminate negotiations with any Respondent and to negotiate with other Respondents.
2. Information contained in this RFQ is not warranted or guaranteed by the City. Respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning the statements made in the RFQ.
3. The City bars contact by and with the Mayor and Council members and prospective contractors during the selection process. In furtherance of this policy, from the date of issuance of this RFQ until such time as a consultant selection is made, no Respondent or any of its employees, agents, subcontractors, joint venture partners, lobbyists or attorney or other related entities may contact the Mayor or any Councilmember or staff member (with the exception of the designated contact) regarding this RFQ or any related issue or request 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 the designated contact – Matthew Brennan, Civil Engineering Manager, City of Carrollton. Deviation from this requirement may cause disqualification
4. The City will not pay brokerage fees to or on behalf of any Respondent in connection with the RFQ solicitation.
5. Respondents respond to this RFQ and any future undertaking related to this RFQ, including without limitation, proposal submission, negotiating, presentations and interviews, at the Respondent’s own risk and cost. The City will not pay or reimburse Respondents for these expenses.
6. All RFQ responses shall include the form provided as Appendix IV certifying that the submittal bid is not the result of and has not been influenced by collusion.
7. The City is not required to enter into a contract with any Respondent.

It is understood and agreed that all information in the possession of the City is subject to the Texas Public Information Act; Texas Government Code, Chapter 552. If there is a request for any information in this RFQ or that is submitted, whether characterized as confidential, private proprietary, intellectual, or otherwise, the City, as applicable, shall inform Respondent who may take such actions it deems necessary

regarding release of the information. Respondent is advised that the City will act in conformance with all applicable law, which may include release of the information.

V. Statement of Qualifications Requirements

The *Statement of Qualifications* of the firm must include the following:

- 1) Cover letter containing RFQ title and the Respondent's name and including:
 - a. A summary of the proposed engineering services.
 - b. A statement asserting the consultant team has the personnel and experience to complete the requested engineering study.
 - c. Identification of the entity or person who will guarantee the performance of the engineering consultant team should an agreement be negotiated.

- 2) Letter of Transmittal (Appendix III)

- 3) Organization and Management Plan, including:
 - a. A detailed description of the Respondent's Organization and Management Plan, which shall be established to perform the contract engineering services. Clearly identify the project manager and key personnel associated with the Feasibility Study. If the Respondent is a Joint Venture, the company or firm affiliation of each staff member must be identified.
 - b. Resumes of all key personnel

- 4) Experience Statement, including:
 - a. A specific description of the most recent successfully undertaken projects that demonstrate its experience and capabilities to proceed with the project. Particular emphasis should be placed on those projects performed by Respondent's staff to be assigned to the project. The Respondent's actual role in the development shall be clearly described. An appendix that includes one-page resumes of the team members that will be assigned to the project and integral to the study may be included.

- 5) A List of Any Potential Conflicts, including:
 - a. a description of any outstanding disputes between the Respondent and the following entities: the City of Carrollton, DART, U.S. Army Corps of Engineers, U.S. Department of Transportation, Federal Transit Administration (FTA), Dallas County, Denton County, and other relevant agencies, organizations, municipalities, and government entities.



- b. A list of any outstanding business relationships between the Respondent and the following entities: the City of Carrollton, DART, U.S. Army Corps of Engineers, U.S. Department of Transportation, FTA, Dallas County, Denton County, and other relevant agencies, organizations, municipalities, and government entities.
 - c. 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.
- 6) Appendices (with only the materials that are required herein to be included in the Appendices).
- 7) Other Materials such as brochures, promotional literature etc., may be included.

VI. Evaluation Criteria

All responses to the RFQ will be reviewed and evaluated based on the information contained in the responses as well as an investigation of the Respondent’s past projects and performance, and other pertinent factors. The Carrollton City Council will make the final selection, if any, of a Respondent to engage in a process of developing an engineering feasibility study. The following factors and relative weights will be used:

- 1) Responsiveness to the Request for Qualifications (25%)
 - a. Requested information included and thoroughness of response
 - b. Clarity and brevity of response
- 2) Consultant Team (35%)
 - a. Qualifications and experience in conducting floodplain development and reclamation studies or comparable projects
 - b. Experience in determining land development preparation costs and utility capacities review
 - c. Experience in Private/Public partnerships
 - d. Quality of design for similar projects
 - e. Success and viability of similar projects
- 3) Capability of the Respondent to undertake this project and pursue the project to completion within the allotted time and budget. (30%)
- 4) Status of the Respondent’s contracts, if any, with the City of Carrollton (10%)



VII. Submittal Information

Responses are requested no later than 3:00 p.m. Central Standard Time on May 4, 2023. Submittals made after this date and time will not be considered and will be deemed non-responsive and returned to the offerors unopened. All responses received will become the exclusive property of the City and will not be returned to the Respondent.

If your firm is interested, please submit ONE (1) unbound copy of your RFQ along with an identical electronic copy in pdf format on a flash drive. Responses must be hand-carried, mailed, or delivered by messenger to:

Jonathan Wheat
Director of Engineering
1945 East Jackson Road
Carrollton, TX 75006

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

In addition to the RFQ responses, a submittal by a Respondent shall include a copy of the transmittal letter attached as Appendix III, and 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.

Questions

Respondents may submit written questions to the City requesting clarification or commenting on concerns regarding the RFQ. 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 3:00 p.m. Central Standard Time on April 20, 2023 at the address specified above. All inquiries received after this time will not receive a response. Responses by the City will be communicated to all recipients of this RFQ by being posted on the City's website (www.cityofcarrollton.com) no later than April 27, 2023.

Addenda

Any changes to this RFQ shall be made by written addenda. Any oral statements or modifications will not bind the City. Upon downloading the RFQ, the Respondent shall notify the City and specify the addressee



of any notices or Addenda to be sent to the Respondent. Failure to so notify the City may result in the Respondent failing to receive Addenda or other important communications. The City is not responsible for any such failure.

VIII. Contact

If you have any questions, please contact Matthew Brennan, Civil Engineering Division Manager, at (972) 466-3050 or matthew.brennan@cityofcarrollton.com. All questions submitted must also copy Carmella Flemming, Administrative Support Specialist, at carmella.flemming@cityofcarrollton.com. Other than the aforementioned Civil Division Manager, contact shall not be made with any City personnel including but not limited to Engineering department staff, other departmental staff, City officers, and City Council members. Violation of this provision is ground for rejection and will result in disqualification.

IX. Rejection of Proposals, Modification or Cancellation of RFQ

The City reserves the right at any time to terminate negotiations with any Respondent, to negotiate with other Respondents, to cancel the solicitation or separate the interests of the City.

X. Disclosure and Disclaimer

This RFQ is not a contract or a commitment of any kind by the City and does not commit the City to enter into an exclusive negotiation agreement, 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 RFQ to assure itself that information contained herein, including that in the Appendices, is accurate and complete; the City does not provide any warranties, guarantees or assurances in that regard.

XI. Insurance Coverage

Before commencing work, Contractor shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas and acceptable to the City. Contractor shall furnish to the City of Carrollton Engineering Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 04 13) covering Commercial General Liability "Occurrence" form only, "**Claims Made**" form is unacceptable, except for professional liability.
2. Workers' Compensation insurance and Employers' Liability insurance.



3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is the only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 limit per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers’ Compensation and Employer’s Liability: Workers’ Compensation Statutory Limits and Employer’s Liability minimum limits of \$500,000 bodily injury by accident, \$500,000 policy limit by disease, and \$500,000 each employee by disease. This requirement can be waived by the City if Contractor will not be delivering or servicing products on City property.
3. Automobile Liability – \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City’s Risk Management Department or City’s designee. This requirement can be waived by the City if Contractor will not be delivering or servicing products on City property.
4. Professional Liability - \$1,000,000 Per Claim / \$1,000,000 Annual Aggregate

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and Boards and Commissions and volunteers are to be added as “Additional Insured” as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor,

premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.

- b. The Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The Contractor’s insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured’s liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All policies shall also include a waiver of subrogation.

3. Professional Liability

“Claims made” policy is acceptable coverage which must be maintained during the course of the agreement and for a minimum of two (2) years after each agreement term.

E. ACCEPTABILITY OF INSURERS

The City requires that insurance be placed with insurers with an A.M. Best’s rating of no less than **A-: VII. The insurance company must also be duly authorized to transact business in the State of Texas.**

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance similar to the ACORD Form are



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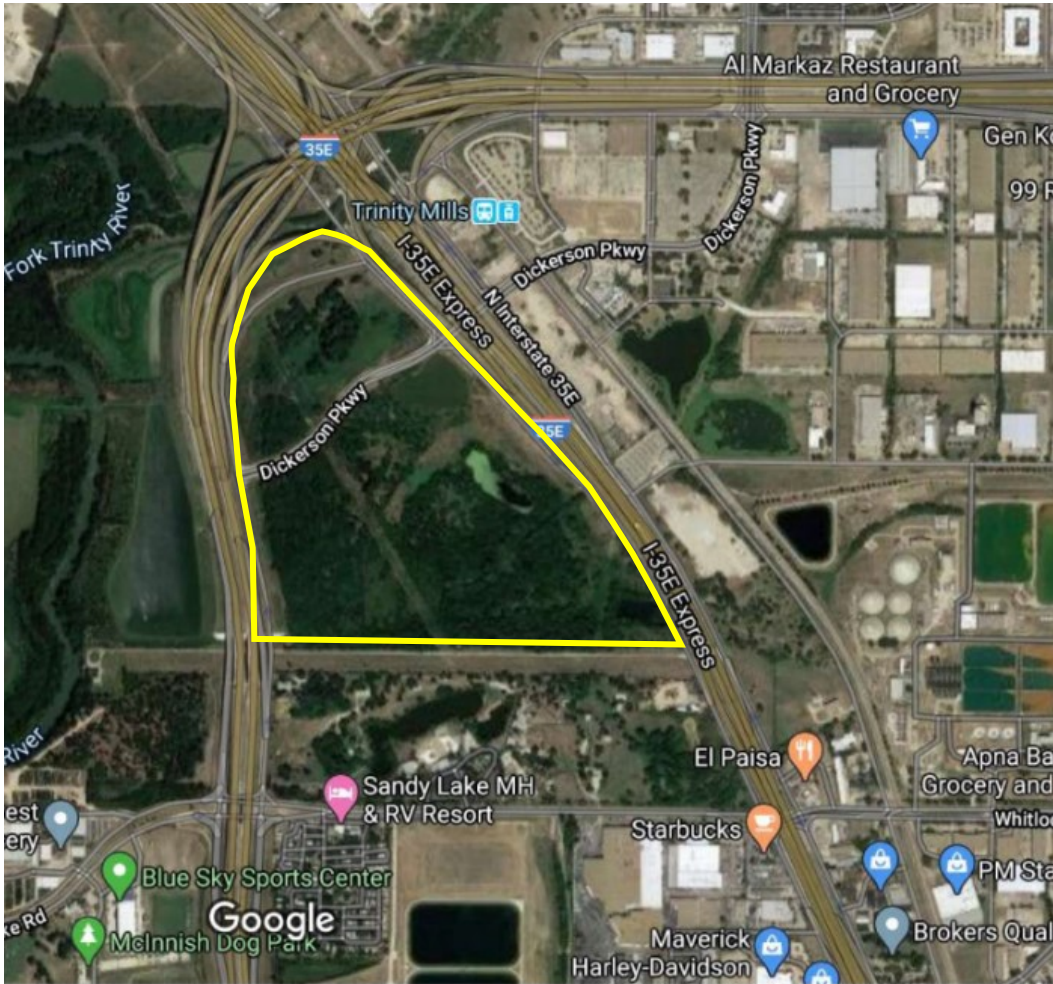
acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The certificate shall include reference to the contract name or number, and be address to the following:

City of Carrollton
Attn: Director of Engineering
1945 E. Jackson Road

Carrollton, Texas 75006

**APPENDIX I.
LOCATION MAP –**

Principal Study Area: City-Owned Property SW Corner of PGBT and IH-35E





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**APPENDIX II.
LETTER OF TRANSMITTAL**

Date, 2023

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

In response to the Request for Qualifications for an engineering consultant, (**Respondent name**) hereby declares that we have carefully read the RFQ documents, exhibits, [and subsequent amendments,] and have prepared this response according to the City's stated requirements.

We hereby certify that no gratuity has been offered to City employees, agents, Council Members, or Board members, as applicable, or any other persons or organizations, which interact with the City, 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 RFQ or the services requested without the express written consent of the City. 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, as applicable, and the Respondent or agent, shall be conveyed exclusively by the City, as applicable, unless otherwise expressly agreed by the City, 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 RFQ at our own risk and cost. The terms of this submittal shall be in full force and effect for a minimum of 180 days from the date of this letter.

The undersigned is authorized to sign and negotiate with the City on the Respondent's behalf and will, if selected, negotiate in good faith with the City. A signed resolution of the Respondent's 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 is evaluating RFQs as an attachment to the letter of transmittal.



**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 submittal 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 submittal is genuine and not collusive or a 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 RFQ submittal, or of that of any other respondent, or to fix any overhead, profit or cost element of the submittal, 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 submittal 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 _____, 2023.

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.]



**APPENDIX V.
CONFLICT OF INTEREST QUESTIONNAIRE**

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, 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 the City Secretary of the City of Carrollton not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire must be completed and returned with your submittal if a vendor or its agent has a conflict pursuant to Texas Local Government Code Chapter 176.

It is the responsibility of every respondent filling out and returning this submittal to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your submittal.** 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 submittal.

See Section 176.006, Local Government Code states, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006."

**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.