



**Parks & Recreation Department  
16327 Lakeview Dr.  
Jersey Village, TX 77040  
[www.jerseyvillagetx.com](http://www.jerseyvillagetx.com)**

Solicitation #2019-07

**REQUEST FOR PROPOSAL  
PARKS MASTER PLAN**

Responses Due:  
December 12, 2019

## CITY OF JERSEY VILLAGE

### REQUEST FOR PROPOSAL PARKS MASTER PLAN

#### PART I

#### GENERAL

1. **PURPOSE:**

The City of Jersey Village, Texas, is seeking a qualified consultant to prepare and create a Parks, Recreation, and Open Space Master Plan. The plan will include a comprehensive assessment of the departments programs, parks, and facilities, including its ability to respond to the recreational needs of the community. It will also include recommendations for provision of facilities, programs and services; parkland acquisition and development; maintenance and operation; and administration and management. Preparation of the plan will include significant public participation. The master plan should serve as a guideline for the future development and fiscal planning of the City of Jersey Village's parks system.

2. **LOCATION:**

The plan will focus on parks, recreation facilities, and open space. The master plan should systematically assess the City of Jersey Village's current and future needs for Parks and Recreation facilities. The plan should also provide an illustrative and usable plan to guide the City of Jersey Village's actions over the next ten years in regards to the development of its parks and recreation facilities and programs.

The Master Plan shall be completed once a thorough inventory of existing parks and facilities have been obtained; current parks and recreation trends/standards researched, and input by Jersey Village residents, Parks and Recreation staff and other officials, with final adoption from city council.

3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be found in Appendix A of the RFP document package.

3.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

4. **INSURANCE:** If selected, Vendor is required to submit proof of insurance. Professional insurance (liability or other appropriate product) is required from an insurer qualified to do business in Texas. Respondents shall submit a certificate of insurance evidencing such coverage

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Jason Alfaro**  
**Parks and Recreation Director**  
**City of Jersey Village**  
[jalfaro@jerseyvillagetx.com](mailto:jalfaro@jerseyvillagetx.com)

The individual listed above may be contacted by email for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Jersey Village through the Parks and Recreation Department. All clarifications and/or questions must be received before the deadline listed in Par II Schedule.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
  - 6.1 Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity specified herein.
  - 6.2 In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within the **United States**.
  - 6.3 Respondent warrants and agrees that all materials supplied herein shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and requirements of Underwriters Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and requirements, and agrees upon request, to furnish the City a certificate of compliance upon request.

7. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 7.1 Purchase price;
- 7.2 Reputation of Respondent and of Respondent's goods and services;
- 7.3 Quality of the Respondent's goods and services;
- 7.4 The extent to which the goods and services meet the City's needs;
- 7.5 Respondent's past relationship with the City;
- 7.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 7.7 Any relevant criteria specifically listed in the solicitation.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- |   |                  |
|---|------------------|
| 8.1 Meets city's needs  | <b>30 Points</b> |
| 8.2 Price   | <b>20 Points</b> |
| 8.3 Project understanding, approach/methodology, and schedule         | <b>20 Points</b> |
| 8.4 Relevant experience with preparations of plans for similar cities | <b>20 Points</b> |
| 8.5 Responsibility of respondent                                      | <b>10 Points</b> |

**Respondents may be required to make an oral presentation or allow a demonstration of their product by the selection team for further evaluation of the proposed vehicles.**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.
10. **ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods or services provided are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 11.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 11.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 11.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 11.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

## PART II

### SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	<b>November 15, 2019</b>
1.2. Deadline for questions	<b>November 22, 2019</b>
1.3. City responses to all questions or addendums	<b>November 25, 2019</b>
1.4. Responses for solicitation due by 2:00 PM	<b>December 12, 2019</b>

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

**All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, ([www.jerseyvillagetx.com](http://www.jerseyvillagetx.com)). Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at ([www.jerseyvillagetx.com](http://www.jerseyvillagetx.com)) for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **2:00 PM**, on the date noted above to the City Secretary. Mail or carry sealed responses to:

City of Jersey Village  
City Secretary  
16327 Lakeview Drive  
Jersey Village, TX 77040

- 3.1. Responses received after this time and date shall not be considered.
  - 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
  - 3.3. Facsimile or electronically transmitted responses are not acceptable.
  - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
  - 3.5. Responses cannot be altered or amended after opening.
  - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
- 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
  - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
  - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
  - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
  - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
    - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
    - 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Provide City contact(s) information for implementation of agreement.
  - 5.2. Identify specific milestones to meet objectives.

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE OF WORK**: The scope of services should include, but not be limited to:
  - 1.1. Utilize existing planning documents including the City of Jersey Village Comprehensive Plan or any plan pertinent to proposed master plan.
  - 1.2. Appraisal of existing resources, programs and facilities.
  - 1.3. Gather and report public opinion regarding preferred park and recreation priorities through public meetings and citizen surveys.
  - 1.4. Examine impacts of school and private facilities in the area.
  - 1.5. Assess growth of the city and determine location and type of additional facilities and services needed.
  - 1.6. Prioritize key recommendations to address most significant deficiencies.
  - 1.7. Identify associated cost for development and construction of new and removed facilities.

- 1.8. The parks and recreation master plan is expected to minimally include the following elements
  - 1.8.1. Demographics - Historical growth and population change, current population estimate, demographic profile, and future population projections.
  - 1.8.2. Facility Standards – National standards, and evaluation of current parks system
  - 1.8.3. Needs Assessment – Future park development and design, evaluation of park and recreation service areas, and equipment and facility needs.
  - 1.8.4. Implementation – Recommendations for implementation of park and equipment needs, prioritization program, and recommendation for funding and partnership opportunities.
- 1.9. Attend meetings with committee and update as necessary and present draft product and final product to city staff, committee, and council.

The above list is intended to enhance the statement of work and is not intended to limit the respondent's description of the project's process or services provided.

## PART IV

### RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and one (1) copy**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) digital copy on a USB Flash drive, each containing a complete copy of Respondent's submission in electronic PDF format. A complete copy of the Response includes all documents required by this Solicitation. The electronic copy shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide an electronic copy may result in disqualification for award.**

If supplemental materials are included with the Response, each electronic copy must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1 Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2 Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.

- 1.2.1 Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
- 1.2.2 Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
- 1.2.3 The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3 Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4 References and Experience – Provide detailed information on experience with providing similar services as described in the Scope of Work.

1.4.1 Respondent shall provide a representative client list utilizing services within the past two years of a scale and complexity similar to the services being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name, telephone and **E-MAIL ADDRESS**. Include a brief overview of each client with, at a minimum, a short description of the services provided.

TAB #4

1.5 Business Information – Respondent shall provide information on size and business history of the company.

## PART V

### CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

# APPENDIX A

## CITY OF JERSEY VILLAGE STANDARD CONTRACT FOR GENERAL SERVICES

### I. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
  - II. Signatures
  - III. Standard Contractual Provisions
  - IV. Additional Terms or Conditions
  - V. Additional Contract Documents

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF JERSEY VILLAGE**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the scope of services fully described in Part 3, Section 1, and fully incorporated by reference for all purposes.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

O. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

P. Boycott Prohibition. Contractor must provide a written verification that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Conflict Disclosures. Contractor must make all required conflict disclosures under Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

#### **IV. Additional Terms or Conditions.**

A. Contractor agrees to comply with all City Codes and state and federal laws.