

The Village of Bridgeview



Request for Proposal

**For Management, Maintenance and Operation Of
Certain Outdoor Advertising Structures
From the Village of Bridgeview, Illinois**

June 1, 2011

SECTION I **INTRODUCTION**

The Village of Bridgeview (the “Village”) is a home-rule municipality located in southwestern Cook County, Illinois approximately 15 miles southwest of downtown Chicago. The Village is soliciting proposals from firms for the provision of management, maintenance and operating services of outdoor advertising displays on billboards on property controlled by the Village. Specifically, the Village is seeking billboard management, maintenance and operating services (“Services”) covering the existing advertising signage identified below in order to increase its revenues by maximizing the use of the Village’s billboard assets. The Scope of Services to be performed is set forth in Section III herein.

In order to receive this RFP, you are required to provide the Village Clerk John Altar with a contact name, address, telephone number and email address in the form set forth in Section V herein.

The existing Billboards of the Village are located at:

E/L Tri-State Twy. (I-294) N/O 95th Street Exit, facing North;
E/L Tri-State Twy. (I-294) N/O 95th Street Exit, facing South;
I-55 (Stevenson) W/O First Avenue, facing East; and
I-55 (Stevenson) W/O First Avenue, facing West

The Village is seeking to enter into an agreement with a billboard management company (“Firm” or “Proposer”) for a term of up to five (5) years, with the Village maintaining the sole right to extend the length of the agreement for additional terms of up to five (5) years. The Firm selected to perform the Services will be required to develop a plan to optimize the use of the billboard assets and increase the revenue generated to the Village relating thereto.

Responses to this Request for Proposal (“RFP”) are required to detail the Firm’s experience, financial responsibility, personnel, proposed managerial approach, maintenance and operations approach and pricing proposal which may include revenue sharing between the Firm and the Village, and such other relevant information pertaining to its ability to perform the Services. Such proposals must be responsive to all information sought in this RFP. Based upon the proposals received, the Village intends to select one Firm to perform the required Services. The successful Firm will be selected based on an evaluation of several criteria described in Section IV.

Upon review of all Proposals, the Village may request that one or more Firms appear for an oral presentation. Should an oral presentation be requested, it will be an opportunity for each Proposer to introduce its project staff to the Village and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Village. The Proposer may use handouts, display boards and other material during this oral presentation; provided, however, the presentation will be restricted to a maximum time period specified by the Village, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to

the project and the use of innovative and/or cost effective measures may be included in the oral presentation.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of Illinois, and the regulations and policies of the Village with regard to the procurement of the Services.

SECTION II

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFP contains a Scope of Services (Section III) which is intended to generally outline the Village's requirements for the Services. However, the RFP does not attempt to define with specificity all the requirements of the Services, which will be memorialized in a final agreement to be negotiated between the Village and the Firm.

B. Inquiries

Type-written or email inquiries concerning the RFP will be accepted and may be directed to the attention of the Village Clerk John Altar at the Village of Bridgeview, 7500 South Oketo Avenue, Village of Bridgeview, or jaltar@villageofbridgeview.com. The deadline for receipt of inquiries is 4:30 P.M. Central Standard Time, on June 15, 2011. Inquiries will not be entertained after this date and time. The Village will respond to all inquiries received by June 23, 2011. Each inquiry will be stated and a written response provided. Copies of each inquiry and the Village's written response will be forwarded to all Firms who requested a copy of this RFP from the Village.

C. Closing Date

One (1) original and four (4) copies of the Proposer's responsive Proposal must be received no later than 4:30 P.M. Central Standard Time, on July 8, 2011 addressed to

Village of Bridgeview
7500 South Oketo Avenue
Bridgeview, Illinois 60455
Attention: Village Clerk

Electronic and facsimile copies of the responsive Proposal are not acceptable.

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Village pursuant to a written Addendum.

Firms mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their RFP Responses.

D. The Proposals

It is anticipated that the submitted proposals will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Village as provided for in this RFP.

E. Proposer vs. Firm

The terms "Proposer" and "Firm" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Proposal, while "Firm" is the entity to whom the contract is awarded.

F. Signatures

Proposals must be signed by an officer authorized to make a binding commitment.

G. Incurring Costs

The Village shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal for the Services requested by this RFP.

H. Addendum to RFP

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, an addendum to this RFP will be provided to each Proposer who has provided the Village with a contact name, address, telephone number and email address.

I. Acceptance of Proposals

This RFP does not in any manner or form commit the Village to award any contract. The contents of the Proposal may become a contractual obligation, if, in fact, a Proposal is accepted and a contract or lease is entered into with the Village. The Village may award a contract solely on the basis of the Proposal submitted without any additional negotiations. The Village reserves all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of contract by the Village. The Village intends to award a contract to the Proposer, which in its sole judgment, provides the best product at the best value to the Village, considering the Proposer's Proposal, evaluation factors in this RFP and oral presentation (if conducted).

J. Resection of Proposals

The Village reserves the right to reject any and all Proposals or to negotiate separately with any Proposer in any manner or form that the Village deems necessary to serve the best interests of the Village. The Village shall not be obligated at any time to award any contract to any Proposer.

K. Final Contract

Any contract or lease entered into with a successful Proposer shall be a contract or lease that shall be satisfactory to the Village in accordance with the laws of the State of Illinois.

L. Dissemination of Information

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Village and is to remain the property of the Village. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

M. Public Records

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request. The proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that the Village treats certain information as exempt. A request for confidential treatment will not supersede the Village's legal obligations under FOIA. The Village will not honor requests to exempt entire proposals. The Proposer must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, the Village will disclose the successful Proposer's name, the substance of the proposal, and the price. If the Proposer requests exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. The Proposer will be responsible for any costs or damages associated with the Village defending your request for exempt treatment. The Proposer agrees the Village may copy the proposal to facilitate evaluation, or to respond to requests for public records. The Proposer warrants that such copying will not violate the rights of any third party.

Notwithstanding any such request or determination, the Village cannot and does not provide any assurance that any information provided to the Village will remain confidential. All Proposers are deemed to have submitted their Proposals and all information within or relating to same, with the understanding that a court of competent jurisdiction may direct that any or all such information be released to the public without restriction.

N. News Releases

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Village's approval.

SECTION III

SCOPE OF SERVICES

A. General

The Village is soliciting proposals from Proposers interested in procuring and installing new, all digital boards for the Village's existing billboards, along with the right and privilege to provide management for the outdoor advertising displays (billboards) on Village rights of way, facilities, structures and property. Management and operational services will cover any existing or potential advertising signage. Specifically, the Village is seeking a firm that can increase current revenues by optimizing the Village's billboard assets.

B. Services

The Village seeks proposals to enter into an agreement with the selected Proposer, currently contemplated to be a lease agreement, to improve and manage the four (4) existing Village-owned Billboards and the land on which they are sited. The exact terms of the agreement are to be negotiated, but at a minimum must include the following provisions:

1. Firm will be responsible for the purchase and installation of all digital boards for all of the existing Billboard sites.
2. Firm will be responsible for management, maintenance and operations of all properties leased, including landscape improvements, if any at the Firm's sole cost and expense.
3. Firm will undertake an independent survey of each of the four (4) existing Billboard sites and structures to ensure compliance with all federal, State and local regulations. The Firm will be responsible for any necessary rehabilitation/reconstruction of any or all of the existing Billboard structures in order to comply with all local, State and federal building code standards, including but not limited to the Village of Bridgeview Building and Electrical Codes, the State of Illinois HACA, the rules and regulations of the Illinois Department of Transportation and the FAA guidelines/height limits for permanent structures.
4. Firm would be responsible for purchasing and installing the pole upon which the Village sign is placed. At the request of the Village, the Firm would permit the Village the option to purchase the poles upon which the Billboard(s) are affixed any time after 36 months of the effective date of the agreement.
5. Firm is responsible for moving the current Billboards to other Village controlled property, if requested by the Village.
6. Firm will also be responsible for any ongoing maintenance, including substantial required repairs due to structural failure for the full term of the lease.
7. There can be no incremental technological enhancements to the existing structures (i.e.: lighting, changes in display, LED, or tri visions) without the consent of the Village.
8. The Village will have the right of approval of the content of the advertising on the leased Billboards.
9. Firm will, at all times, maintain a certificate of insurance acceptable to the Village, naming the Village as "additional insured."

10. Firm would agree to accept the current contractual arrangement with Toyota for the Billboards located at I-294 and I-55 from the effective date of the agreement through 2015.

11. Firm will be required to maintain separate books and accounting records for all facilities covered under the agreement. Such books and records shall include any revenues, costs, or other financial items associated with the operation of each facility, and kept in a form and manner reasonably satisfactory with the Village. These books and records shall be open to inspection and audit by a representative of the Village at all times during regular business hours at the Firm's corporate office.

Additionally, all due diligence required to respond to this RFP and to enter into a lease for the Billboard structures will be the sole responsibility of the Proposer.

C. Maintenance Services

The proposal must also include the commitment by the Proposer to perform the following:

1. Maintain existing billboards. Once constructed, a Billboard structure may not be altered without prior written approval by the Village.
2. Conduct scheduled inspections of each Billboard structure and implement a routine maintenance and preventative maintenance schedule (to be reviewed and approved by the Village). Such a schedule may include, but not limited to, necessary repainting, light replacement or structural repair. The Proposer shall provide documentation of maintenance activities performed at each location on an annual basis.
3. Maintain an emergency response plan to address graffiti, major structural defects and other conditions that, in the opinion of the Village, require immediate attention.
4. All maintenance and upgrade costs are to be borne by the Proposer.

D. Installations on Billboard Structures

1. During the term of the agreement, the Village will retain the exclusive right to install and maintain Personal Communication System Antennas ("PCS") on the Billboard structures.
2. The Village reserves the right to permit third parties to install PCS on any or all of the Billboard structures.
3. The Village will coordinate with the Firm (regarding schedule and other logistics) to facilitate the installation of PCS.
4. The entity that installs the PCS will be solely responsible for costs associated with the installations and maintenance for these projects and for equipment related thereto and for any damage done to the Billboard structure that occurs as a result of those installations.
5. The Firm may only place commercial advertisements or public service announcements on the Billboards.
6. The Village will obtain ownership of the structure footing of the billboards upon completion of the agreement with the Firm.
7. The Village shall have access to the message content of the Billboards at all times and have the right to immediately interrupt the messages on the Billboards at any time without notice to the Firm for emergency service messages, such as, but not limited to Amber Alerts, severe weather advisories, school closing, accident alerts and Homeland

Security alerts. The emergency service messages shall not be considered part of the Village's percentage of display space for public service messages. At the conclusion of an emergency the Village shall remove the emergency service message.

The requirements listed above are to be considered minimum mandatory requirements. The Village welcomes imaginative, innovative approaches that may be proposed. Firms should feel free to propose any advertising techniques that may not be specifically required within this document. Each Firm must, however, submit a Proposal that addresses and includes the minimum requirements listed above.

E. Service Fees:

The Firm will remit a fixed percentage of revenue to the Village monthly based upon the actual revenue collected the prior month (See Section IV B of this RFP). Monthly payments are to be made to the Village by the 10th business day of the following month. If there is no revenue generated by the Proposer in any month, than no payment will be due to the Village for that month.

The Firm will submit a monthly statement in reasonable detail as requested by the Village which will indicate the amount of revenue collected that month, the source and terms of that revenue, and a calculation detailing the Village's share of the revenue. The Village reserves the right to audit the books and records of the Proposer at any time, upon reasonable notice to the Firm.

SECTION IV

PROPOSAL REQUIREMENTS, PREPARATION AND FORMAT

A. General

Each Proposal shall:

1. Provide a brief overview of the Firm and its organizational structure. Identify the Firm's ownership and legal organization (e.g., corporation, LLC, LLP, partnership). State the number and location of the Firm's offices, number of employees, location of headquarters, and place of incorporation (if applicable).
2. Describe the Firm's presence in the State of Illinois.
3. Provide the number of Billboards leased or owned in the State of Illinois, and nationwide, by State.

4. State in detail any potential conflicts of interest which currently exist or may arise out of the Firm's entering into this contract.
5. Describe in detail any pending litigation that has been brought against the Firm within the last three years.
6. State the Firm's willingness to allow local announcements / advertisements at no or reduced cost during periods when an individual Billboard is not otherwise committed.
7. Submit audited financial statements for the Firm's last two fiscal years.

B. Fees:

The Proposer should suggest a fee structure that would maximize revenues for the Village. Proposer may suggest an upfront fee or a fee paid monthly and structured as lease payments.

C. Proposal

The Scope of Services (Section III) is intended to outline the Village's basic needs. The Proposal should thoroughly define the Firm's proposed scope and approach to this project.

D. Evaluation and Selection Process

Responses to this RFP will be evaluated on the following criteria: Responsiveness to this RFP, the qualifications of the responding firms, including market presence and financial strength, and the monthly/upfront lease payments bid. The Village may request oral interviews with certain respondents. The Village reserves the right to conduct best and final negotiations concerning all aspects of this RFP and any related lease agreement(s) with one or more Proposers.

The Village reserves the right to reject any and all proposals with or without cause, and accept proposals that it considers most favorable to the Village. The Firm submitting the winning bid may also be asked to submit a subsequent proposal(s) for the development and leasing of incremental billboard space within the Village.

Section V. Contact Form

Proposer Name: _____

Primary
Representative (printed): _____

Primary
Representative (signature): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Facsimile: _____

It is understood by the Proposer that the Village reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the Village, to waive formalities and technicalities, and to recover and re-bid this RFP. Proposal is valid for sixty (60) calendar days from the opening date. Furthermore, the Proposer agrees to maintain documentation sufficient to demonstrate that it has not discriminated in any of its practices and agrees to produce said documents upon the Village's request. The Proposer acknowledges that failure to maintain or provide such information constitutes grounds for the Village to reject any bid or terminate any contract awarded on a bid.

Service Provider

Date

Authorized Signature

Please type or print name