



Request for Proposals

For the City of Brooklyn, Ohio

Interstate 71 Billboard Lease

Prepared by:

City of Brooklyn, Ohio
7619 Memphis Avenue
Brooklyn, Ohio 44144
www.brooklynohio.gov

August 4, 2016

Introduction

Purpose for RFP: The city of Brooklyn, Ohio is interested in entering into an agreement with a qualified lessee to acquire, by lease, the rights to erect and obligation to maintain billboards and related supporting structures, illumination facilities and connections, service ladders and other appurtenances on city-owned property along Interstate 71 in Brooklyn, Cuyahoga County, Ohio. The city's current lease agreement for outdoor advertising on this land, on which three billboard structures currently sit, is expiring on September 30, 2016. The city will require the selected lessee to enter into a lease agreement with the city and adhere to terms in the lease agreement, including, among other things, the payment of rent.

Background information: The city owns land along Interstate 71 within the city limits offering a broad visibility zone. The city's current lease agreement for outdoor advertising on this land is expiring on September 30, 2016. The city is interested in entering into a new lease agreement for outdoor advertising.

The land in question is accessible from Memphis Avenue and is more fully described within the legal description appended to this RFP as **Exhibit A**. An aerial image of the parcel in question, highlighted in yellow, is appended to this RFP as **Exhibit B**.

Objectives: The city desires to generate revenue through the lease of land along Interstate 71 to be used for outdoor advertising, providing economic benefit to the city and ensuring safety.

Questions on Proposal; Property Access

For questions regarding this RFP, please contact:

Kevin M. Butler, Law Director
City of Brooklyn
7619 Memphis Avenue
Brooklyn, OH 44144
Phone: (216) 635-4223
Cell: (216) 225-4744
Email: kbutler@brooklynohio.gov

If you communicate by email, please make the subject line "**Question regarding billboard RFP.**"

Any interested party may request a private showing of the property and will be able to access the property for estimates, measurements or inspections, with separate city permission. Permission may be obtained by requesting the same from the contact listed above.

Proposal Submission Information

All proposals must be in conformance with the submittal instructions provided in this RFP and received no later than **August 31, 2016**.

Please submit three paper copies of your submittal to the following person (the “RFP Contact”):

Kevin M. Butler, Law Director
City of Brooklyn
7619 Memphis Avenue
Brooklyn, OH 44144

Mark the envelope with the title “**Interstate 71 Billboard Lease Proposal.**”

Please also submit one electronic copy in PDF format as an attachment to an email to kbutler@brooklynohio.gov. Make the subject line “**Interstate 71 Billboard Lease Proposal.**”

All proposals received after the deadline will be considered non-responsive. Paper proposals shall be returned to the vendor unopened. No faxed proposals will be accepted.

Proposal Format and Contents

To simplify the evaluation process, the vendor’s proposal shall be submitted in the format outlined below:

1. **Letter of transmittal:** The proposal letter shall be addressed to the RFP Contact and shall include the complete name of the firm or person submitting the proposal, the main office address, primary contact person’s name, title, telephone number and email address, and the signature of a representative legally authorized to tender the proposal.
2. **Executive summary:** A summary of the proposal stating the proposer’s understanding of the city’s interests and highlights of the proposed lease agreement.
3. **Vendor profile and qualifications:** Include vendor and executive information, including the management team, résumés and qualifications of any persons able to bind the vendor under a lease agreement and be the primary contact to the city under the lease.
4. **Term of lease:** Provide a proposal on the term of any lease agreement proposed, including any renewal terms. Your proposal may include multiple alternatives on the term of lease.
5. **Rent:** Provide a proposal regarding rent, including the amount and timing of lump-sum or installment payments. Your proposal may include multiple alternatives on the payment of rent.
6. **Number, placement and dimension of advertising facilities:** Provide a proposal on the number of advertising facilities planned for the leased property, their location on the property, and the approximate dimensions of any facilities. (Currently three such facilities exist on the property.) Aerial maps and photographs may be used.
7. **Maintenance and security:** Provide a proposal on the obligations of the lessee regarding maintenance and security of the advertising facilities to be erected and/or maintained.
8. **Indemnification and risk management:** Provide proposed language that serves to minimize the city’s property maintenance, litigation and other risk related to the proposed advertising facilities and use of the land.

9. **Advertising guidelines:** Provide a proposal regarding how the lessee will ensure any advertising content adheres to clear standards that maintain neutrality and constitutionality, provide a reasonably safe environment for drivers, protect children, advance aesthetic ideals, protect the environment and serve the industry, among other reasonable outdoor advertising industry standards.
10. **Experience:** Provide a description of experience leasing land from local or other government entities and experience completing similar projects.
11. **References:** Provide at least three references of current lessors of similar scope with the proposal. Local or other government lessors are preferred. Include name, title, address, phone number and email of the contact person.
12. **Additional information:** Please provide any other information you feel is important for consideration in our evaluation of your proposal.

Evaluation and Selection Process

Following the submission deadline, members of the administration of the city of Brooklyn will evaluate all responses. Responders will be notified and may be invited to present additional information to our staff if necessary. After all information is received, the administration will then make a recommendation regarding the selection and request authorization from city council to enter into a contract with the approved lessee. The city reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in this RFP and an agreement to negotiate a lease agreement in good faith on commercially reasonable terms.

Any award will be made on the basis of the greatest benefit to the city of Brooklyn, taking into account the following criteria, listed in no particular order:

- Economic benefit to the city of Brooklyn
- Lease term
- Experience of the vendor
- Project scope
- Satisfaction of government lessors
- Risk avoidance

Additional Information

Right to cancel: The city of Brooklyn reserves the right to change any aspect of, terminate or delay this RFP and the RFP process at any time, and notice will be given in a timely manner thereafter if the city exercises its right to do so.

Responsibility for permitting: Recipients of this RFP are advised that the lessee selected will be fully responsible for all applications to and appearances before any regulatory agencies governing the placement of billboards on the subject property, including but not limited to the Ohio Department of Transportation.

No award: Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind.

Not liable for costs: The city is not liable and will not be responsible for any costs incurred by any vendors for the preparation and delivery of the RFP responses, nor will we be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists.

Property of the city: Responses to this RFP will become the property of the city and will form the basis of negotiations of an agreement with the apparent successful lessee. Unless an exception applies under the Ohio Public Records Act, any responding vendor identifies that exception in its response and the city agrees with that exception, all responses will be treated as public records.

Waiver of irregularities: The city reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

No obligation to lease: The city reserves the right to reject any or all proposals at any time without penalty and from contracting with any vendor. The release of this RFP does not convey the initiation of a purchase. The city is, to the best of its knowledge, the sole owner of the property described in this RFP and is under no obligation to lease the property unless the proposed use fits the established plans and goals of the city, and unless the city council approves of the lease.

Withdrawal of proposals: Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

Errors in proposal: The city will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

Corrections or amendments due to errors identified in the vendor's proposal may be accepted if this type of correction or amendment is due to typing, transposition or any other obvious errors. Vendors are liable for all errors or omissions contained in their proposals.

After opening and reading proposals, they will be checked for correctness. If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of an award, the vendor may be required to promptly present certified worksheets. The RFP Contact may review the worksheets and if the RFP Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved the vendor's proposal.

Exhibit A

(Legal Description of Leased Land)

following described premises, situated in the WECY of BROOKLYN County of
Cuyahoga, and State of Ohio:

And known as being part of Original Brooklyn Township
Lot No. 4, bounded and described as follows:

Beginning at the intersection of the easterly line of a parcel of land conveyed to the Fawick Corporation by deed recorded in Volume 8435, Page 210 through 219 of Cuyahoga County Deed Records with the southerly line of a parcel of land appropriated by the State of Ohio, known as Parcel No. 1636WD and recorded in Volume 12377, Page 977 of Cuyahoga County Deed Records, said point being an angle point on the centerline of Big Creek and the principal place of beginning of the parcel herein described;

Thence southeasterly, 78.78 feet along the easterly line of said Fawick parcel, said line also being the centerline of Big Creek as established in a survey by the Cleveland Metropolitan Park Board, to the southeasterly corner thereof;

Thence southwesterly, along the southerly line of said Fawick parcel and the centerline of Big Creek, 339.50 feet to an angle point therein;

Thence northwesterly, along the southerly line of said parcel and the centerline of Big Creek, 270.70 feet to an angle point therein;

Thence southwesterly, along the southerly line of said parcel and the centerline of Big Creek, 175.39 feet to a point, said point being the most southerly point of a parcel of land conveyed to Fawick Corporation by deed recorded in Volume 9763, Page 630 of Cuyahoga County Deed Records and the most easterly point of a parcel of land conveyed to Fawick Corporation by deed recorded in Volume 10129, Page 469 of Cuyahoga County Deed Records;

Thence continuing southwesterly along the southerly line of said Fawick parcel as recorded in Volume 10129, Page 469 and the centerline of Big Creek, 169.51 feet to an angle therein;

Thence southwesterly, along the southerly line of said Fawick parcel and the centerline of Big Creek, 428.25 feet to an angle point;

Thence westerly, along the southerly line of said Fawick parcel and the centerline of Big Creek, 757.53 feet to an angle point;

Thence northeasterly, along the westerly line of said Fawick Corporation parcel to the intersection of said westerly

line with the southerly line of a parcel of land appropriated by the State of Ohio, known as being Parcel No. 1636WD recorded in Volume 12377, Page 977 of Cuyahoga County Deed Records as aforesaid, said line being the southerly right-of-way of Interstate Route 71;

Thence easterly, along said southerly right-of-way, about 1619 feet to the principal place of beginning and containing 9.08 acres of land.

Exhibit B

(Aerial Image of Leased Parcel; Note Yellow Highlighting)

