

REQUEST FOR PROPOSALS (RFP) DIGITAL BILLBOARDS

FOR THE CITY of HOLLYWOOD PARK, TEXAS

A PRE-PROPOSAL CONFERENCE WILL BE HELD
FEBRUARY 7, 2013 AT 9:00AM,
in the Council Chambers, City Hall,
2 Mecca Drive, Hollywood Park Texas 78232

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
5:00 O'CLOCK P.M., FEBRUARY 28, 2013,
in the office of the City Secretary, City Hall,
2 Mecca Drive, Hollywood Park Texas 78232

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DIGITAL BILLBOARDS
City of Hollywood PARK

NOTICE of REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed Proposals are requested by the City of Hollywood Park, Texas (the City) for **Digital Billboards** in strict accordance with the specifications herein.

The City is soliciting Proposals from qualified entities to develop and operate one-sided or two-sided digital billboards on City-Owned or City-Controlled sites located along Highway 1604, and Highway 281. The digital billboards must conform to the specifications described in this request for Proposals ("RFP"), as well as the requirements of City Ordinance 918 and applicable Texas State requirements. The selected Proposer(s) will be solely responsible for all costs arising from planning, permitting, installing, operating, and maintaining the digital billboards.

A pre-Proposal conference will be held on **February 7, 2013 at 9:00AM**. in the Council Chambers City Hall, 2 Mecca Drive, Hollywood Park Texas 78232.

The Proposal specifications and forms can be obtained from the City's website at <http://www.hollywoodpark-tx.gov> and must be delivered to the Office of the City Secretary, City Hall, 2 Mecca Drive, Texas 78232, up to but not later than 5:00 p.m., on **February 28, 2013**.

The City reserves the right to reject any and/or all Proposals received.

Information on Technical Data and on Proposal Process/Clarification:

EMAIL: JANICE ALAMIA AT jalamia@hollywoodpark-tx.gov

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: **1/9/2013**

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1.0 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **5:00 p.m., on FEBRUARY 28, 2013**, in the office of:

CITY SECRETARY
CITY OF HOLLYWOOD PARK
2 MECCA DRIVE
HOLLYWOOD PARK TEXAS
78232

ONE (1) original (unbound) and THREE (3) bound copies of the Proposal shall be submitted. Additionally, submit ONE (1) CD with an electronic version of the Proposal in PDF format. The Proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "DIGITAL BILLBOARDS for the City of Hollywood Park". Any Proposal received after the due date and time indicated may not be accepted and may be rejected and returned to the proposer unopened.

1.4 CONDITIONS OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any Proposal submitted nor be legally bound in any manner by the submission of a Proposal.
- B. Acceptance by the City of a Proposal obligates the Proposer to enter into an agreement with the City.
- C. An agreement shall not be binding or valid on the City unless or until it is executed by the City and the proposer.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful Proposal and negotiate a contract for digital billboards in the City with the Proposer whose Proposal(s) is/are most advantageous to the needs of the City. Further, the City reserves the right to reject any and all Proposals, or alternate Proposals, or waive any informality or irregularity in the Proposal that may be in the City's best interest.

The City reserves the right to reject any and all Proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

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Non-acceptance of any Proposal shall not imply that the Proposal was deficient. Rather, non-acceptance of any Proposal will mean that another Proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proposer(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.hollywoodpark-tx.gov. Failure of any Proposer to not have received such information and/or clarifications/questions/answers shall not relieve such Proposer from any obligation under his/her Proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if it is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a Proposal shall be deemed a representation and warranty by the Proposer that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

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The Town of Hollywood Park/ #2 Mecca Drive/ Hollywood Park, TX 78232/ Attn: Proposal Department or email to jalamia@hollywoodpark-tx.gov

Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of Proposals. Any City response to a request for clarifications/questions/answers will be posted on the City's website at (www.hollywoodpark-tx.gov) (not later than five (5) calendar days prior to the due date), and will become a part of the request. The Proposer should await responses to inquires prior to submitting a Proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a Proposer without further consideration:

- A. Evidence of collusion among Proposers;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proposer's Proposal/Proposer's submittal and considered non-responsive.
- D. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal proposers are excluded from the requirements of this section.

1.11 INFORMAL PROPOSAL REJECTED

A Proposal shall be prepared and submitted in accordance with the provisions of these instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a Proposal may be sufficient grounds for rejection of the Proposal. The City has the right to waive any defects in a Proposal if the City chooses to do so, but the City may not accept a Proposal if any document or item necessary for the proper evaluation of the Proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

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1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The Proposer assumes full responsibility, including insurance and bonding requirements, for the performance of any contract resulting from Proposers proposal.

- B. If Proposer's supplier(s) and/or sub Proposer's involvement requires the use of a licensed, patented, or proprietary process, the Proposer of the process is responsible for assuring that the sub-Proposer, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a Proposal.

1.13 LICENSING REQUIREMENTS

Any certifications or licenses that may be required will be the sole cost and responsibility of the successful Proposer.

1.14 INSURANCE REQUIREMENTS

Proposer, at Proposer's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The Proposer shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of the project contemplated herein. Please contact City Secretary, City of Hollywood Park with any questions.

Proof of insurance coverage for personal injury and property damage, including commercial, general and automobile liability and contractual liability shall be provided in a form acceptable to the City. The City of Hollywood Park shall be named an additional insured by separate endorsement. Vendor shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements shall also be provided.

All policies, endorsements, and certificates shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Secretary.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

All coverage shall be provided by a carrier authorized to do business in Texas, rated A+ by AM Best, and shall be primary.

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1.15 HOLD HARMLESS DEFENSE CLAUSE

THE PROPOSER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF THE PERFORMANCE OF THE PROJECT DESCRIBED HEREIN, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF PROPOSER, ANY SUB-PROPOSER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT WHERE CAUSED BY WILLFUL MISCONDUCT OF THE CITY.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Texas. Venue shall be County of Bexar Texas.

1.19 TERM

The term of the master license must be for a minimum of 25 years.

1.23 AUDITING OF CONTRACT

The City reserves the right to periodically audit all aspects of the contract between the City and the chosen proposer. Upon request, the Proposer agrees to promptly furnish the City with necessary information and assistance.

1.25 AWARD

Upon conclusion of the RFP process, a contract may be awarded for DIGITAL BILLBOARDS for the City of Hollywood Park.

The City reserves the right to select the successful Proposer and to negotiate terms of a contract with the Proposer(s) whose Proposal(s) is/are most advantageous to the needs of the City. Further, the City reserves the right to reject any and all Proposals, or alternate Proposals, or waive any informality in the Proposal as is in the City's best interest.

1.27 CONFIDENTIALITY

If a Proposer believes that portions of a Proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proposer must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the Proposal which the Proposer believes to be protected from disclosure. The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in

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nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Proposer is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

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2.0 BACKGROUND/GENERAL NATURE OF PROJECT

2.1 Introduction

The City of Hollywood Park is soliciting Proposals from qualified entities to develop and operate one-sided or two-sided digital billboards on City-Owned or City-Controlled sites located along Highway 281, and Highway 1604. The digital billboards must conform to the specifications described in this request for Proposals ("RFP"), as well as the applicable Texas State requirements. The selected Proposer(s) will be solely responsible for all costs arising from planning, permitting, installing, operating, and maintaining the digital billboards.

A committee comprised of staff from the City, Economic Development Corporation, selected citizens and the Mayor will evaluate and rank the Proposals using the selection criteria outlined in this RFP, which include the following:

- Revenue generation to the City
- Initial payments upon execution of Agreement
- Design features of the digital billboards
- Extent and location of proposed removal of existing outdoor advertising media. Preference will be given to removal of existing media.
- Conformance with digital display specifications
- Conformance with City ordinances
- Amount of time offered for City messages and public service announcements
- Discounts made available to City businesses and amount of time offered for City businesses to advertise

The committee will present the top-ranked Proposal(s) to the Hollywood Park City Council and request authority for the City to negotiate a master license with the selected Proposer(s). The City and the selected Proposer(s) will then negotiate a master license (or similar instrument) outlining terms under which the Proposer(s) will install and operate the digital billboards.

In addition to entering into the master license, the selected Proposer(s) must demonstrate a willingness and capability to remove existing billboards (if possible) in conjunction with its Proposal to install the new digital billboards. The terms governing the removal of existing billboards will be specified in a "relocation agreement." At the conclusion of negotiations, both the relocation agreement and the master license will be presented to the City Council for approval.

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2.02 Background

A. The City's Sign Code

Digital/Electronic/Moving Display/Sign signs shall only be located along freeways or access City-Controlled State Highways. There shall be a maximum of two (2) Digital/ Electronic/Moving Display/Sign locations along qualifying sections of Highway 281 and a maximum of one (1) Digital/Electronic/Moving Display/Sign locations along qualifying sections of Loop 1604. A maximum of one (1) double-faced display/sign is allowed per location. The total number of Digital/Electronic/ Moving off-premises displays/signs shall never exceed three (3) signs (one (1) double-faced sign installation at three (3) locations).

Digital/Electronic/Moving off-premises displays/signs are allowed to be erected and maintained only on City-Owned or City-Controlled property.

1. All Digital/Electronic/Moving Display/Signs shall require a permit and a City Council approved agreement. A Digital/Electronic/Moving Display/Sign shall only display a series of still images, each of which must be displayed for a minimum of eight (8) seconds. Still images may not move or present the appearance of motion. Transition/blank screen time between one still image and the next shall not exceed one (1) second.
2. All off-premises signs shall be consistent and comply with all provisions of the City sign Ordinance and State and Federal law. The complete Digital/Electronic/Moving Off-Premises Displays/ Signs Ordinance is attached as Exhibit C.

B. City-Owned or -Controlled Sites

1. City-Owned Sites:

The City of Hollywood Park has a number of City-Owned sites as potential locations for proposed digital billboards. A listing of suggested sites is included as Exhibit B. The City will be the sole judge of whether the proposed sign location on the site is suitable, taking into account such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land uses.

2. City-Controlled Sites:

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These are sites where the City has a sufficient legal interest in the real property through an easement, lease, right-of-way, or some other instrument to be able to use the property for the purposes identified in this RFP. The City will be the sole judge of whether the proposed sign location of the site is suitable, taking into account such factors as type of City control, visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects as revealed in an Initial Study. The project Proposer will be responsible for the preparation of an Initial Study and any subsequent environmental documentation, site selection, utility easements if any, and any other encumbrance responsibilities. The City will determine the level of environmental review required. The selected Proposer(s) will be responsible for all costs associated with such review and compliance if any, including noticing costs, filing fees, staff costs, and consultant fees. To this end, the selected Proposer(s) will be required to deposit funds in advance sufficient to cover such costs.

2.1 PROJECT SCOPE

2.11 Specifications for Proposed Digital Billboards

- A. Current best available digital-billboard technologies, including but not limited to the following:
 - 1. Remote diagnostic and maintenance capability
 - 2. "Amber Alert" capability
 - 3. Automatic brightness adjustment to ambient lighting conditions
 - 4. UL and IEC approved
 - 5. Color calibration to ensure consistent image quality
 - 6. Remote shutdown capability

- B. Code Requirements as contained in Exhibit C

- C. Construction and operation requirements:
 - 1. Regularly scheduled onsite maintenance
 - 2. Internal service access for safety and improved appearance (no visible catwalks)
 - 3. Constructed to comply with all applicable City codes
 - 4. Engineered foundation, anchoring mechanism and support system

- D. The master license will require the selected Proposer(s) to maintain, repair, and upgrade the digital billboards as needed to provide the best available digital-billboard technologies during the term of the master lease.

2.12 Business Terms

To be considered, a Proposal must meet the following minimum requirements:

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- A. The proposed digital billboards must conform to the specifications set out above and must also comply with City ordinances and State and Federal requirements.

- B. The Proposal may include the removal of existing "static" billboards. Proposals may also include awards to the City to leave existing static billboards in place.

- C. The Proposal may be for any City-Owned location(s) shown in Exhibit B, or other appropriate City-Owned or -Controlled sites, so long as the proposed location(s) meet the minimum spacing requirement and the Proposal meets the minimum replacement ratio.

- D. Proposed remuneration to the City must include (1) an initial payment consistent with the standard in the outdoor-advertising industry (i.e., "signing bonuses"); and (2) monthly license payments for individual sites. The monthly license payments must have scheduled automatic adjustments for license rate increases. In addition, the Proposal must provide for periodic review and renegotiation of the monthly license payments so that the City's remuneration remains consistent with prevailing market conditions throughout the term of the license.

- E. Proposal must include a "City of Hollywood Park" identification sign on each side of the sign structure, which must also be maintained for the term of the agreement.

- F. Proposal must make the sign available for Amber Alert messages, public service announcements, and City messages.

- G. The term of the master license must be for a minimum of 25 years.

- H. The proposed digital billboard must include a replacement schedule.

- I. The master license to be negotiated between the City and the selected Proposer(s) will require the Proposer to do the following:
 - 1. Promptly take all action necessary to investigate and remedy the release of any "hazardous substances" (to be further defined within the license) caused by the Proposer's activities on the City's property.

 - 2. Maintain, at no cost to the City, and in amounts acceptable to the City, both public liability insurance and fire-and-casualty insurance covering improvements placed onsite.

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2.2 SUBMISSION REQUIREMENTS

To be considered, a Proposal must include the following information:

A Proposer Identification and Experience

1. The name, address, and telephone numbers of the Proposer's team, along with resumes and a description of background experience of each team member
2. The type of legal entity with which the City would contract (e.g., individual, corporation, partnership, joint venture, limited-liability company).
3. A description of any and all relationships the Proposer's team may have with subsidiaries, joint venture partners, or others significant to the project development.
4. Documentation demonstrating that the Proposer's team is qualified to undertake the proposed project, including but not limited to the following:
 - a) Overall experience with large, multi-site, digital-billboard development
 - b) Experience with public/private development, including references of public partners
 - c) Access to financial resources consistent with project requirements
 - d) A track record of superior design
 - e) The past performance of the team assigned to the Hollywood Park project
 - f) The identity of the principal person within the Proposer's team who is authorized to negotiate on its behalf (the "Key Negotiator") and the authority the Key Negotiator possesses. If the Key Negotiator has limited authority, describe the process required to obtain authorization. The Key Negotiator's resume must indicate that he or she is qualified to serve as Key Negotiator, with success in negotiating public/private partnerships and developing the type of development being proposed (include references that can validate the Key Negotiator's role in the prior projects).

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B. Development Proposal

- 1 Submit Proposal for one or multiple sites.
- 2 A description of the proposed digital-billboard project, including identification of sites and anticipated installation schedule.
- 3 The individual digital billboard designs, with sufficient detail to illustrate the scale, size, and mix of design elements. Include, at a minimum, the following design information in schematic form:
 - a) Site Plan
 - b) Elevations
 - c) High-resolution graphic renderings
 - d) Animation or video of installation with same quality, technology and scale
- 4 Information pertaining to each proposed digital billboard in sufficient detail to verify conformance with the specifications and requirements outlined in this RFP.

C. Proposed Development Schedule

A preliminary schedule for development of the proposed digital billboards that addresses, at a minimum, preparation of sealed foundation, structural and design documents, projected approval dates, commencement and completion of construction, and operation of the digital billboards. The City will expect that construction of the digital billboard(s) will commence within twelve months of execution of any license agreements.

D. Business Proposal and Financing Plan

1. The terms of an offer to license the City-Owned or -Controlled sites in accordance with the requirements specified herein, including, but not limited to, a detailed description of the proposed remuneration to the City, i.e., proposed initial payment, monthly license payments, scheduled automatic adjustment, periodic review and renegotiation, and payments due upon completion of each digital billboard.
2. Proposals that do not identify a minimum compensation of \$75,000 annually (not including any initial payments) to the City of Hollywood Park may be rejected.
3. Proposal shall also identify if any, the location and square footage of existing billboards to be removed.

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2.3 Proposal Evaluation

Responses to the RFP will be evaluated based upon the financial offer and the project Proposal, in accordance with the following criteria. Proposals that include the removal of billboards in currently prohibited areas may be given greater consideration.

Financial Offer:

- Business offer - financial benefits to the City
- Financial resources consistent with business offer and project requirements

Project Proposal:

- Square footage of billboard area removed through relocation agreement
- Elimination of billboards in currently prohibited areas
- Quality of design elements proposed
- Experience with development and operation of digital billboards in urban areas
- Track record of Proposer(s)'s team
- Experience in public/private development partnerships
- Compatibility of Proposals to meet the objectives identified for the City-Owned or Controlled sites and all other factors and criteria set out in this RFP.
- References
- Any other criteria as best suits the City of Hollywood Park

2.31 Review and Selection Process

Responses to the RFP will be reviewed by a committee composed of City staff, EDC, selected citizens and the Mayor. Following initial review of the Proposals, the committee will select finalists for further consideration. The committee may interview some or all of the Proposers or may seek clarification or amplification of the material submitted, such as more detailed graphic presentations of the proposed digital billboards; additional financial analysis of the Proposer and its affiliates; and any additional Proposal information as needed.

Upon completion of the review, the committee will make its recommendation for the proposed project to the Hollywood Park City Council and seek authority to enter into exclusive negotiations with the recommended Proposer(s). Alternatively, the committee may reject all of the Proposals.

The City Council, by this RFP, authorizes the Mayor to negotiate with one or more Proposers, whereby those Proposers will be expected to enter into a master license with the City, per site.

The developer will be required to give the City a non-refundable deposit in an amount equal to the City's estimate of its costs to process project approvals and prepare the required master license and relocation agreement.

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2.32 Evaluation Schedule

The anticipated evaluation schedule for this RFP is as follows:

| Task | Deadline |
|--|-----------------|
| Issue RFP | ** 1/30/2013 |
| Pre-Submittal Information Meeting | ** 2/7/2013 |
| Questions Due | ** 2/18/2013 |
| Responses Due | ** 2/22/2013 |
| PROPOSALS DUE | ** 2/28/2013 |
| Interviews/Supplemental Information Requests Due | ** 3/7/2013 |
| Proposer(s) Selection | ** 3/11/2013 |
| City Council Consideration of Proposal(s) | ** 3/19/2013 |

2.4 List of Attachments:

- Exhibit A - Insurance Requirements
- Exhibit B - Suggested City-Owned or -Controlled Sites
- Exhibit C - Digital/Electronic/Moving Off-Premises Displays/Signs Ordinance

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

In order for the City to properly evaluate the Proposers' Proposal , the Proposals shall include, as a minimum, the following information:

- A. Evidence of the Proposer's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. Such additional information that the Proposer may feel would be pertinent to assist the City of Hollywood Park in making its final decision.
- C. Please submit one (1) original and Three (3) copies of your Proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the Proposal. One of the copies should be unbound to allow us to reproduce your Proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the Proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the Proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested by comparing your system with other competitors.

3.0.5 Financial Statement

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that it can satisfactorily perform the project.

Any Proposer who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Also provide a description of the experience your firm has had with similar processes.

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the best choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel

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allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

- 3.0.8** The Proposal must be submitted, typewritten on 8" X 11" white paper.
- 3.0.9** Material and data not specifically requested for consideration, but which the Proposer wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:
- Generalized narrative of supplementary information; and
 - Supplementary graphic material
- 3.0.10** All Proposals must be signed with the full name of the Proposer, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- 3.0.13** The original Proposal must have wet ink signatures. Modification to a Proposal after the Proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide DIGITAL BILLBOARDS. A key component for the successful firm will be the ability to meet the City's performance desires, maximizing revenues to the City and the mitigation of associated risk to the City.

The Evaluation Panel will consist of City staff, EDC, selected citizens the Mayor and any other person(s) designated by the City. Following review of the Proposals, the Panel may invite one or more Proposers to make an oral presentation. During these presentations, the Proposer will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the Proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated Proposal(s) will then be further scrutinized through financial analysis and reference checks.

After all demonstrations and presentations are completed, the Evaluation Panel will reconvene to either request further information or make a decision to on the selection, an authorization to enter into a contract with the approved vendor will be requested. Submission of a Proposal indicates acceptance of the conditions contained in the RFP. An award can be made on the basis of greatest benefit and not necessarily the highest revenue to the City option. The committee reserves the right to accept/reject any or all Proposals.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a Proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City of Hollywood Park.

3.3 PROPOSER CONTACT

Proposer shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this Proposal.

PROPOSAL DOCUMENTS

A) RFP - DIGITAL BILLBOARDS

B) PUR 12-071

C) September 20, 2012

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

PROPOSER'S AGREEMENT

In submitting this Proposal, as herein described, the Proposer agrees that:

1. It has carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. It will enter into contract negotiations and perform the project.
3. It has signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership.
4. It has reviewed all clarifications/questions/answers on the City's website at (www.hollywoodpark-tx.gov).

FIRM ADDRESS:

SIGNED BY:

TITLE OR AGENCY:

TELEPHONE NO./FAX NO.:

DATE:

E-MAIL ADDRESS:

REQUEST FOR PROPOSALS (RFP)
DIGITAL BILLBOARDS City of Hollywood Park

NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL PROPOSER

No. 1
STATE OF TEXAS, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other proposal or person, firm or corporation to put in a sham proposal, or that such other person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proposer.

(Signature Individual Proposer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20 _____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2
STATE OF TEXAS, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing proposal, that such proposal is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other proposal or person, firm or corporation to put in a sham proposal, or that such other person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proposer.

(Signature Corporation Proposer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20 _____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF TEXAS, _____)ss.

County of _____)

(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing proposal; that the other partner, or partners, are _____ that such proposal is genuine and not a sham or collusive, or made in the interest or behalf of any person not named herein; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other proposal or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proposer.

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20 _____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

EXHIBIT A - INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS DIGITAL BILLBOARDS - LICENSE & MAINTENANCE

LICENSEE shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LICENSEE, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Licensee shall pay for and maintain in full force and effect with an insurance company admitted by the Texas Insurance Commissioner to do business in the State of Texas and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
- B. **WORKERS' COMPENSATION** insurance as required under the Texas Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
- C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE** which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.

FOR **ADDITIONAL** REQUIREMENT(S):

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the City.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Hollywood Park, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds*
- 2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of Texas. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date LICENSEE completes its performance of services under this Agreement.

1 For any claims related to services or products provided under this contract, the Licensee's insurance coverage shall be primary insurance as respects the City of Hollywood Park its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Licensee's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

2 Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the licensee and/or the licensee's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

3 Regardless of these contract minimum insurance requirements, the Licensee and its insurer shall agree to commit the Licensee's full policy limits and these minimum requirements shall not restrict the Licensee's liability or coverage limit obligations.

4 The Company shall furnish the City of Hollywood Park with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

5 Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Licensee shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City Secretary.

If at any time during the life of the Contract or any extension, the Licensee fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Licensee should subcontract all or any portion of the work to be performed in this contract, the Licensee shall cover the sub-Proposer, and/or require each sub-Proposer to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of subProposer's insurance shall have the same impact as described above.

**EXHIBIT B - SUGGESTED CITY-OWNED OR -CONTROLLED SITES
ATTACHED**

SEE ATTACHED

EXHIBIT "B"

(Total Area = 170 Acres - 5300 ft)

(N/A TO HP)
 COSA
 Digital
 COSA
 COSA SIGNS

1100 ft



Hollywood Park Zoning

- Legend**
- Commercial
 - Residential



**EXHIBIT C - DIGITAL/ELECTRONIC/MOVING OFF-PREMISES DISPLAYS/SIGNS ORDINANCE
ATTACHED**

SEE ATTACHED

SEE ATTACHED

SEE ATTACHED

ORDINANCE NO. 918

AN ORDINANCE AMENDING CHAPTER 50-SIGNS OF THE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 50-11 AUTHORIZING ELECTRONIC SIGNS UNDER VERY LIMITED AND CONTROLLED CIRCUMSTANCES ON THE PUBLIC PROPERTY OR RIGHT-OF-WAY OF THE CITY OF HOLLYWOOD PARK ONLY AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the current Code of Ordinances in order to limit visual clutter and promote a tasteful and aesthetically pleasing ambiance in the community does not authorize off premises billboards and commercial advertising signs; and

WHEREAS, the scenic beauty of the city is of utmost importance to the positive image of the city, enhancing the value of the city's residential and business areas; and

WHEREAS, it would be in the public interest of the city to authorize electronic signs under very limited and controlled circumstances on the public property or right-of-way of the City of Hollywood Park only.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLYWOOD PARK, TEXAS that Chapter 50-Signs is amended by renumbering section 50-11 as 50-20, reserving sections 50-12 through 50-19 and adopting a new section 50-11 as follows:

"Sec. 50-11 ELECTRONIC SIGNS

A. Electronic signs are signs, displays or devices that change messages or copy by programmable electronic or mechanical processes. This definition of electronic signs is based upon the definition of electronic signs adopted by the Texas Department of Transportation effective July 1, 2011, and shall be amended as amended in the future by the Texas Department of Transportation.

B. Electronic signs may be located in any zoning district of the city on the public property or right-of-way owned by the City of Hollywood Park adjacent to Loop 1604 and US Highway 281. No more than one electronic sign may be installed adjacent to Loop 1604 and no more than two electronic signs may be installed adjacent to US Highway 281. No electronic sign shall be erected within one hundred and fifty feet (150') of a single-family residential zoned property unless the sign is shielded from view of the property.

C. Electronic signs must comply with all rules and regulations for electronic signs adopted by the Federal Highway Administration, United States Department of Transportation and the Texas Department of Transportation.

D. An electronic sign may not (1) be illuminated by flashing, intermittent, or moving lights; (2) contain or display animated, moving video, or scrolling advertising; (3) consist of a static image projected on a stationary object; or (4) be a mobile sign located on a truck or trailer. Electronic sign faces may not be located closer than one thousand five hundred feet (1,500') apart if facing the same direction of travel.

E. Electronic signs may not exceed eighty feet (80') in height from ground level to the top of the sign and its structure and may not have a display surface in excess of fourteen feet (14') high and forty-eight feet (48') wide.

F. Each message on an electronic sign shall be displayed for at least eight (8) seconds and a change of message shall be accomplished within two (2) seconds and must occur simultaneously on the entire sign face. Each sign must contain a default mechanism that freezes the sign in one position if a malfunction occurs. An electronic sign shall not display light of such intensity or brilliance to cause glare or otherwise impair vision of a driver or result in a nuisance to a driver. An electronic sign must automatically adjust the intensity of its display according to natural ambient light conditions. Electronic sign light intensity shall not exceed the standard of 0.3 foot candles above ambient light level at a distance of two hundred and fifty feet (250') as recommended by the Outdoor Advertising Association of America.

An electronic sign applicant shall provide written certification from its sign manufacturer that the light intensity has been factory pre-set not to exceed the above stated light intensity standard and that the intensity level is protected from end-user manipulation by password-protected software or other method as deemed appropriate by the City Council.

G. Any agreement with an electronic sign operator for the installation of an electronic sign shall contain provisions acceptable to the City Council for termination by the City, for indemnifying the city against any claims, liability, damages, injuries, deaths or other liabilities asserted against the city on account of damages approximately caused by the operator, and prohibiting the electronic sign operator from discriminating against advertisements by businesses located within the City of Hollywood Park as to rates, terms and other conditions of advertising.

H. Subject to the freedom of speech provisions of the United States and Texas Constitutions, any electronic sign operator shall reject advertising that is misleading, offensive, and in particular, the posting of obscene words or pictures.

I. Electronic signs shall display without charge messages sponsored by the City of Hollywood Park which advertise city or city related events or activities for reasonable intervals between the hours of 6:00 a.m. and midnight. The City of Hollywood Park, through appropriate personnel, may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed via electronic signs. Upon notification, the sign operator shall display in appropriate sign rotations: Amber Alert emergency information, emergency

information regarding terrorist attacks or natural disasters. Emergency information messages are to remain in rotation according to the designated issuing agencies' protocols.

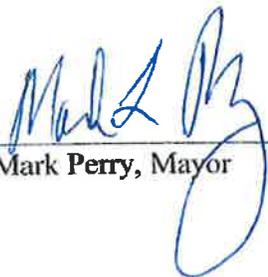
J. The Mayor shall be responsible for the negotiation of any agreement for the installation of electronic signs and shall submit any proposed agreement for final approval to the City Council before a building permit for an electronic sign may be issued. Any electronic sign operator shall provide all engineering needed to certify the safety and structural integrity of the sign and shall reimburse the city for the cost of reviewing the engineering report furnished to the city. A building permit application for an electronic sign shall be on forms provided by the City Secretary and shall be subject to the payment of an electronic sign permit fee.

K. Any regulatory requirement of this section which is more stringent than a similar regulatory restriction of the state or federal government shall prevail over the regulatory restriction of the state or federal government, and any regulatory restriction in this section which is less stringent than a similar regulatory restriction of the state or federal government shall yield to the state or federal government restriction.

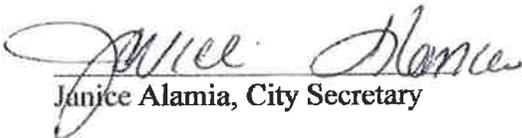
L. Sections 50-1, 50-2, 50-3, 50-4, 50-5, 50-6, 50-7, 50-8 and 50-9 of this chapter shall not apply to this section 50-11.

Ordinances No. 911 adopted on July 31, 2012 and No. 914 adopted on August 21, 2012 are hereby repealed.

PASSED and APPROVED this 16th day of October, 2012.


Mark Perry, Mayor

ATTEST:


Janice Alamia, City Secretary

APPROVED AS TO FORM:


Michael S. Brennan, City Attorney