ADDENDUM 3 TO REQUEST FOR PROPOSAL NO. 659-BC
UPGRADE AND OPERATION OF EXISTING BILLBOARDS

University of Nevada, Las Vegas
Purchasing Department

4505 Maryland Parkway
Las Vegas, Nevada 89154-1033
(702) 895-3521
Date of Addendum: December 10, 2015

THE FOLLOWING ADDITIONS, DELETIONS, CLARIFICATIONS AND/OR CHANGES SHALL BE MADE AND INCORPORATED IN THE SUBJECT RFP:

At the December 2015 Board of Regents Meeting, the purchase of the subject property was approved.

Question 1:

We respectfully request a 30 day extension of the RFP deadline of December 9, 2015 as CCO did not receive the RFP notice until obtained on our own volition on November 11, 2015. We feel this absence of notification may have given some potential respondents an unfair advantage. Given the circumstances, CCO has not had sufficient time to dissect the complete RFP and would also like to reiterate our previous request of November 17th via e-mail and FedEx for a 30 day extension for question submittals.

Answer 1:

Pursuant to Addendum 2 the RFP due date was extended to January 7, 2016 at 3:00pm.

Question 2:

Page 19-Scope of Work  “The University of Nevada, Las Vegas (UNLV) Department of Real Estate is seeking proposals from outdoor advertising agencies to upgrade and operate two billboards currently located at the Northeast Corner of Tropicana Avenue and Deckow Lane in Las Vegas, Clark County, Nevada 89169”. Pursuant to our lease, these are Clear Channel structures and may only be utilized by Clear Channel. However, pursuant to RFP 659-BC, the language indicates that these structures may be utilized by any winning respondent. We would ask that this language be corrected.
Answer 2:
The lease permits the tenant to remove the billboards at the expiration of the lease.

Question 3:
What ramifications might the current Clark County code have on the RFP? Specifically, how does CCO apply for the necessary governmental permits, change of land use application, conversion permits, digital permits and annexation if the current Clark County code does not allow for such?

Answer 3:
UNLV anticipates a collaborative effort with the Successful Proposer to address code issues.

Question 4:
How might this affect the future Tropicana improvements?
Please refer to UNLV’s Campus Master Plan.

Answer 4:

Question 5:
There are two existing billboard sign structures which are a product and focus of the offering. The current Tenant of the land and owner of the structures is Clear Channel. Does Clear Channel maintain a current and valid leasehold interest with the existing owner which endures the sale of this land, essentially nullifying the award of the RFP to parties other than Clear Channel?

Answer 5:
There is currently a month-to-month lease on the land.

Question 6:
Page 4 of the RFP in part states “included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor.” Exhibit B is titled “Minimum Contract Terms”. Are we therefore to regard your proposed lease draft as an absolute and unwavering? As a general guild most of the agreement is workable but there are many entries which would be next to impossible to comply with. For example, Section 12.05 Tenant Shall not cause Insurance Rates to increase. I am not exactly sure how we are able to control that possibility. Can the stipulation stated in page 4 be removed? I further call your attention to Section 1.02. This section places an undue and unreasonable burden upon your future tenant, requiring a diligent inspection of property(inclusive of soil testing) which you do not yet own nor can convey approval for access.

It is understood that in Section C.3.g) it is detailed that our submittal may list specific exceptions to the Minimum Contract Terms. This section goes on to suggest that such exceptions will have significant weight in the evaluation process and may unfairly disqualify the respondent who simply identifies unreasonable requirements that another respondent is not required to uphold.
Answer 6:

Please refer to C.3.g): “…in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP.”

Question 7:

Is your use of terminology, once the contract is awarded, the proposer becomes “Contractor”. In spirit of this term, are you requiring that all eligible respondents have the proper business licenses and State of Nevada Contractor’s License for the billboard discipline?

Answer 7:

Pursuant to Section A.3 Contractor means Successful Proposer(s). Successful Proposer must possess all required licenses.

Question 8:

Connell Outdoor Advertising has a written association and partnership, of sorts with Cedric Crear concerning a total of nine billboard faces, several of which are in the immediate area. Mr. Crear is at present a member of the Board of Regents. While we have had no communication with Mr. Crear with regards to the RFP, do we remain eligible for consideration in light of this disclosure of this relationship?

Answer 8:

The contract resulting from this RFP is subject to all applicable state laws and Board of Regents’ policies, including Nev. Rev. Stat. 281A.430, Nev. Rev. Stat. 396.122 and Board of Regents Handbook Title 4, Chapter 1, Section 3 and Title 4, Chapter 10, Section 1.7.

Question 9:

Although discussed at the mandatory meeting/site walk, it deserves to be included in the narrative of the record. Is UNLV aware of the application of local, state and federal law as it applies to these existing sign structures? Specifically, is UNLV aware that once removed from the property, there is a very strong uncertainty that (under current conditions and application of zoning regulations) these two signs can be lawfully built?

Answer 9:

UNLV is aware of applicable local, state and federal laws.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS REMAIN THE SAME