

City of Las Vegas

**REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
TUESDAY, JANUARY 20, 2004
3:00 P.M.**

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF

NOTE: EITHER OF THE TWO ALTERNATE MEMBERS OF THE REAL ESTATE COMMITTEE MAY SUBSTITUTE FOR A MEMBER OF THE REAL ESTATE COMMITTEE AT ANY TIME.

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS.

1. Discussion and possible action regarding Memorandum of Understanding #2003-07 between the City of Las Vegas (City) and the Clark County School District (District) for modular classroom usage located at 7801 West Gilmore Avenue commonly known as Molasky Middle School - Ward 4 (Brown)
2. Discussion and possible action authorizing staff to enter into negotiations with Richmond American Homes of Nevada, Inc. to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas - Ward 6 (Mack)
3. Discussion and possible action regarding submission of a Request for Proposal for Outdoor Advertising/Billboard Program for placement of billboard signs on City owned land located on the north side of U.S. 95 west of Las Vegas Boulevard, northwest corner of Las Vegas Boulevard and Mesquite Avenue, north side of Bonanza Road east of Mojave Road, and the northwest corner of Stewart Avenue and Pecos Road, APNs 139-27-803-002, 139-34-501-003, 139-25-802-006, 139-36-604-001 - Wards 3 and 5 (Reese and Weekly)

CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: A tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition is made.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza
Clark County Government Center, 500 S. Grand Central Parkway

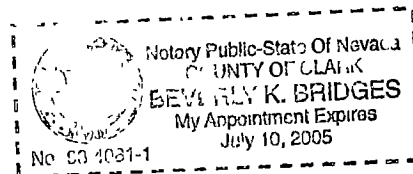
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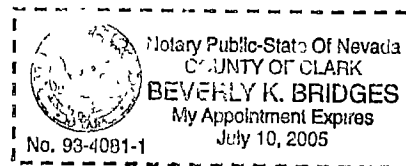
(Mailing required under the provisions of NRS Chapter 241)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13th** day of **January, 2004**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re· **Real Estate Committee Meeting** to be held on the **20th** day of **January, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

City Clerk
DEPARTMENT

Burley K. Bruggen
NOTARY PUBLIC in and for said County and State





REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JANUARY 20, 2004

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, and DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:

City Hall Plaza, Posting Board

Court Clerk's Bulletin Board, City Hall

Las Vegas Library, 833 Las Vegas Boulevard North

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

(3:05)

1-1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding Memorandum of Understanding #2003-07 between the City of Las Vegas (City) and the Clark County School District (District) for modular classroom usage located at 7801 West Gilmore Avenue commonly known as Molasky Middle School - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of this MOU will allow the City to install a modular building on District property, which will provide various recreational programs sponsored by the City for the benefit of the children attending Molasky Middle School.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

MOU #2003-07

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JANUARY 20, 2004

Public Works

Item 1 - Discussion and possible action regarding Memorandum of Understanding #2003-07 between the City of Las Vegas (City) and the Clark County School District (District) for modular classroom usage located at 7801 West Gilmore Avenue commonly known as Molasky Middle School

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this is a standard memorandum of understanding entered into with the School District regarding placement of a modular on School District property. Staff recommended approval in order to go forward with the project.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:06)

1-5

Memorandum of Understanding #2003-07

Molasky Community School Modular Recreation Office @ Molasky Middle School

Between Clark County School District

& City of Las Vegas

This Memorandum of Understanding (referenced at "MOU") is made and entered into this _____ day of _____, 2003, between Clark County School District, a political subdivision of the State of Nevada ("District") and the City of Las Vegas, a municipal corporation of the State of Nevada ("City").

RECITALS

WHEREAS, this MOU is made pursuant to, and is subject to, the terms and conditions of the Open Doors/Open Schools Community Access Agreement dated September 19, 1996, ("Agreement") between the City and District. This MOU does not amend or modify the Agreement in any way.

WHEREAS, the District is the governmental entity which owns the real property and improvements thereon located at 7801 West Gilmore Avenue, Las Vegas, Nevada, commonly known and referred to as the "Molasky Middle School," ("Premises") where the Molasky Community School is operated, and depicted on the Site Map, attached hereto as Exhibit "A", and Aerial Map, attached hereto as Exhibit "B", and

WHEREAS, the City is responsible for operating various City sponsored recreational programs at Molasky Middle School and in the new modular building for a public recreational facility to operate said programs;

NOW, THEREFORE, in view of the foregoing premises, the parties agree to the following:

1. **PURPOSE.** This MOU is entered into for the purpose of granting the City permission and authority under the City's supervision to enter upon, purchase, and install a modular building upon the Premises and for the purpose of granting the City permission and authority to enter upon, a modular building upon the Premises.
2. **AUTHORIZATION.** Molasky Community School and the City are hereby authorized to enter upon the Premises and maintain thereon a modular building to be used strictly for City public recreational purposes.
3. **TERM.** This MOU and the authorization provided herein shall commence as of the date of approval (which date shall be inserted in the first paragraph of this MOU) by the governing body of the District and the City, whichever is later. This MOU shall continue in force and effect until terminated as provided in Section 4.

Upon termination of this MOU, the City shall remove the modular building from the Premises, returning the Premises to its original condition, reasonable wear and tear excepted.

4. **RIGHT OF TERMINATION.** Either party may terminate this MOU and the authorization granted hereunder and such termination shall be effective six (6) months after written notice is given by the terminating party to the non-terminating parties as provided in Section 9.
5. **LOCATION.** Both parties shall agree to authorize continued use of the modular building upon the Premises as depicted on the Location Site Map, attached hereto as Exhibit "C".
6. **USE OF FACILITY.** The City shall use the building for the purpose of a public facility to operate various recreational programs sponsored by the City for the benefits of the children attending Molasky Middle School.

Memorandum of Understanding #2003-07

Molasky Community School Modular Recreation Office @ Molasky Middle School

Between Clark County School District

& City of Las Vegas

7. **MAINTENANCE & REPAIRS.** The City will be responsible for the expense associated with maintaining and repairing the modular building. The District will perform the inspections.
8. **UTILITIES.** The City will be responsible for initial utility connection fee(s) and facilities. The City will be responsible for all monthly utilities in associations with the modular building. The District will allow connection to existing utility systems if capacities exist and such connections are beneficial to the parties.
9. **NOTICE.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

TO DISTRICT:

Matt LaCroix, Assistant Director
Clark County School District
Demographics, Zoning & Realty
4212 Eucalyptus Annex
Las Vegas, NV 89121
Phone: (702) 799-6435 x240
Fax: (702) 799-5436

COPY TO:

Dave Broxterman
Clark County School District
Facilities Manager
4828 S. Pearl
Las Vegas, NV 89121
Phone: (702) 799-8714
Fax: (702) 799-8745

Lisa Conner
Clark County School District
Inspections Manager
3430 East Flamingo, Suite 232
Las Vegas, NV 89121
Phone: (702) 799-7605 Ext. 310
Fax: (702) 799-7717

TO CITY:

City of Las Vegas
Real Estate/Asset Management
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
Phone: (702) 229-1020
Fax: (702) 384-0527

Memorandum of Understanding #2003-07

Molasky Community School Modular Recreation Office @ Molasky Middle School

Between Clark County School District

& City of Las Vegas

COPY TO:

Dr. Barbara Jackson
Director of Leisure Services
749 Veterans Memorial Drive
Las Vegas, NV 89101
Phone: (702) 229-6588
Fax: (702) 383-6306

10. INDEMNITY. Subject to NRS 41.035, City hereby agrees to protect, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the District, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the District, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the City or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the City, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, the City expressly agrees, at its sole cost and expense, to defend the District, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the City has agreed to indemnify the District, its officers, employees and agents. If the City fails so to do, the District shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the City.

Subject to the monetary limits of NRS Chapter 41, the City shall defend, indemnify, and hold the District harmless from any and all claims and costs which the District may suffer as a result of, or as a consequence of the negligence of the City, or its officers or its employees, in the performance of this MOU.

...
...

Memorandum of Understanding #2003-07

Molasky Community School Modular Recreation Office @ Molasky Middle School

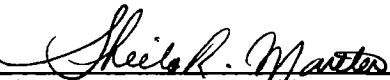
Between Clark County School District

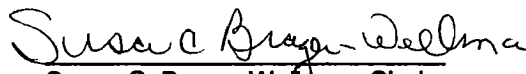
& City of Las Vegas

11. MODIFICATION OR AMENDMENTS. Upon approval of the MOU by the City Council and after it has been fully executed by signature of all parties, the City designates the Manager of the Real Estate & Assets Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this MOU, such as amendments, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this MOU shall be valid unless in writing and signed by City and the District.

IN WITNESS WHEREOF, the City and the District have executed this Memorandum of Understanding as of the date set forth above.

**CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES**

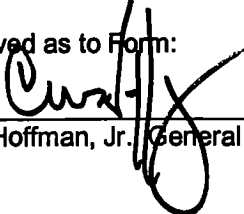

Sheila R. Moulton, President


Susan C. Brager-Welton, Clerk

CITY OF LAS VEGAS

Oscar Goodman, Mayor

Approved as to Form:

 11/23/03
C.W. Hoffman, Jr. General Counsel Date

Attest:

Barbara Jo Ronemus, City Clerk

Approved as to Form:

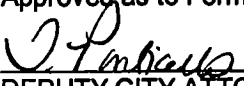
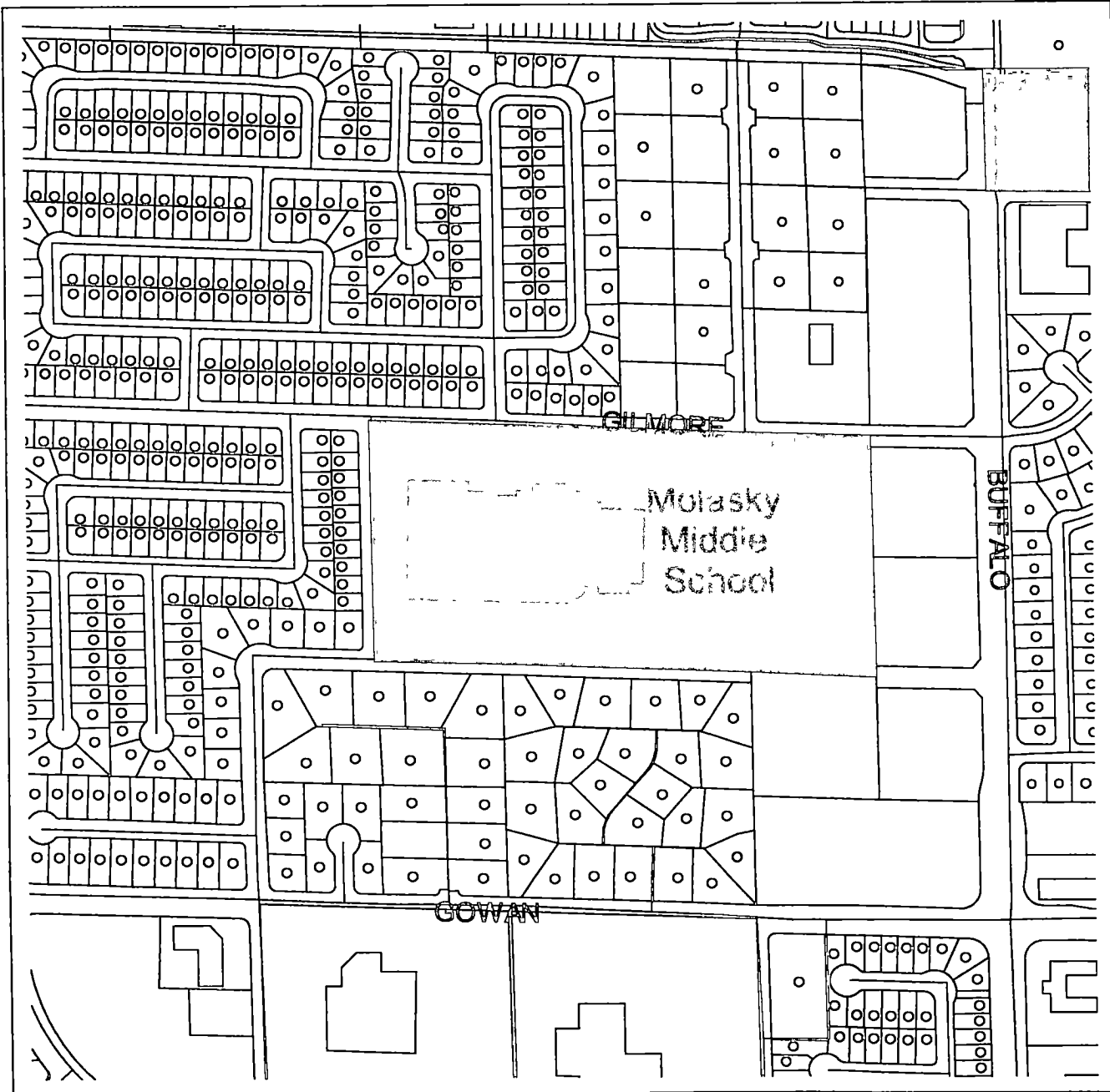
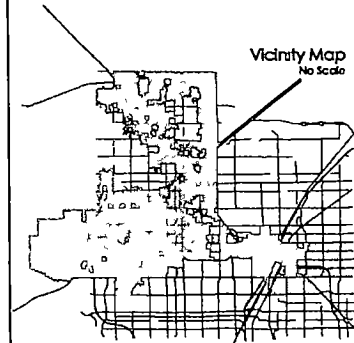
 10/20/03
DEPUTY CITY ATTORNEY Date

EXHIBIT "A"



Site Map

- Street Centerline
- Building Footprints
- USA
- Parcels



Real Estate & Asset Management

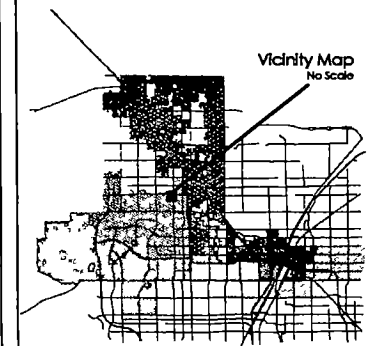


Date of Data: 2003/07/17

EXHIBIT "B"



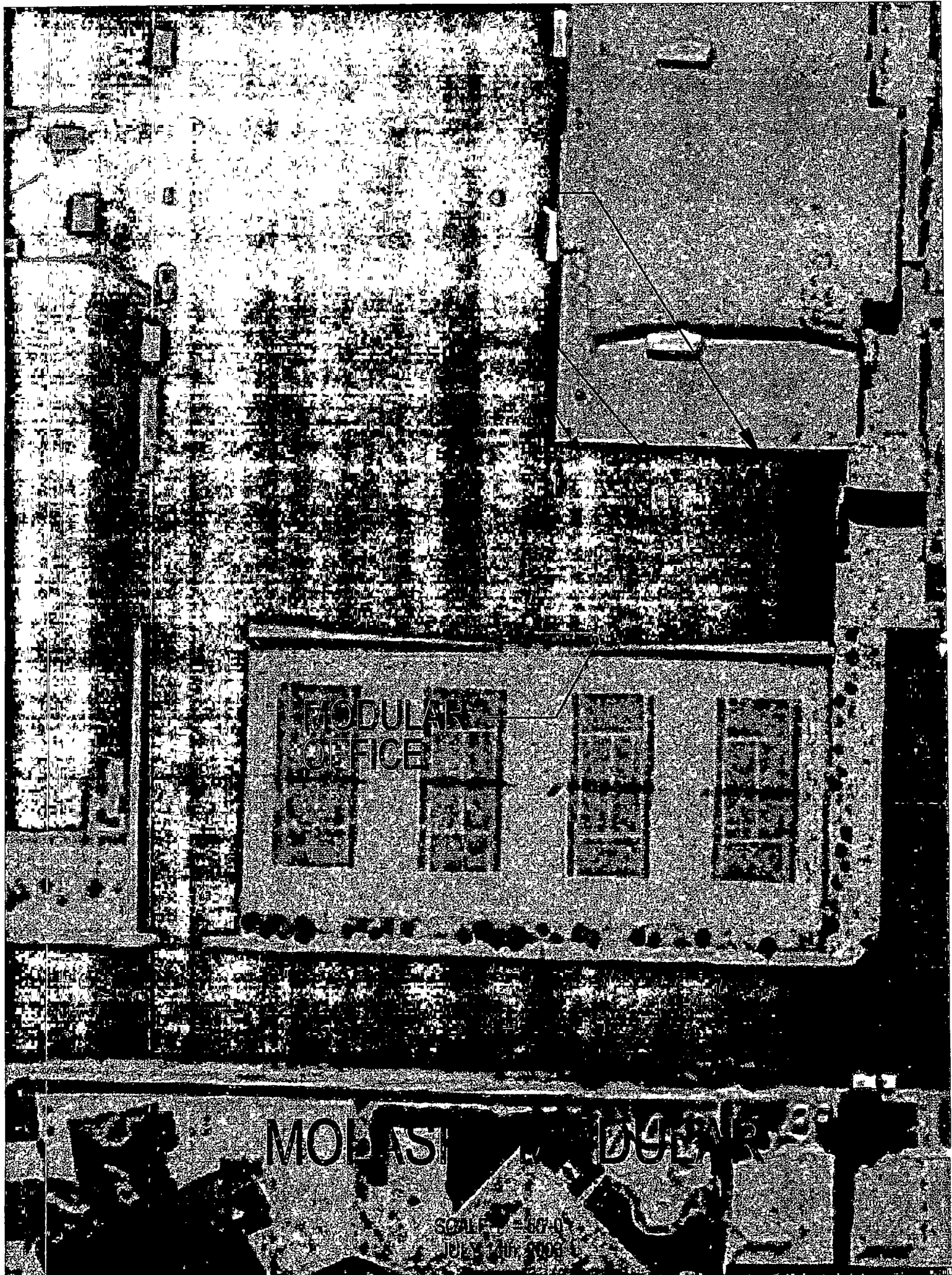
Aerial Map



Real Estate & Asset Management



Date of Data: 2003/07/17



MOBAST MODULAR 3

SCALE 1:50,000
JULY 1991

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: JANUARY 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action authorizing staff to enter into negotiations with Richmond American Homes of Nevada, Inc. to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City of Las Vegas purchased the parcel 12/03 in conjunction with future roadway and Rights-of-Way for the Grand Teton overpass. Richmond American Homes of Nevada, Inc. is developing a residential subdivision just north of this parcel. The parcel consists of approximately 6.23. The City of Las Vegas needs approximately 2.0 acres for Right-of-Way purposes and wishes to attempt to sell the excess for housing development.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JANUARY 20, 2004

Public Works

Item 2 - Discussion and possible action authorizing staff to enter into negotiations with Richmond American Homes of Nevada, Inc. to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas

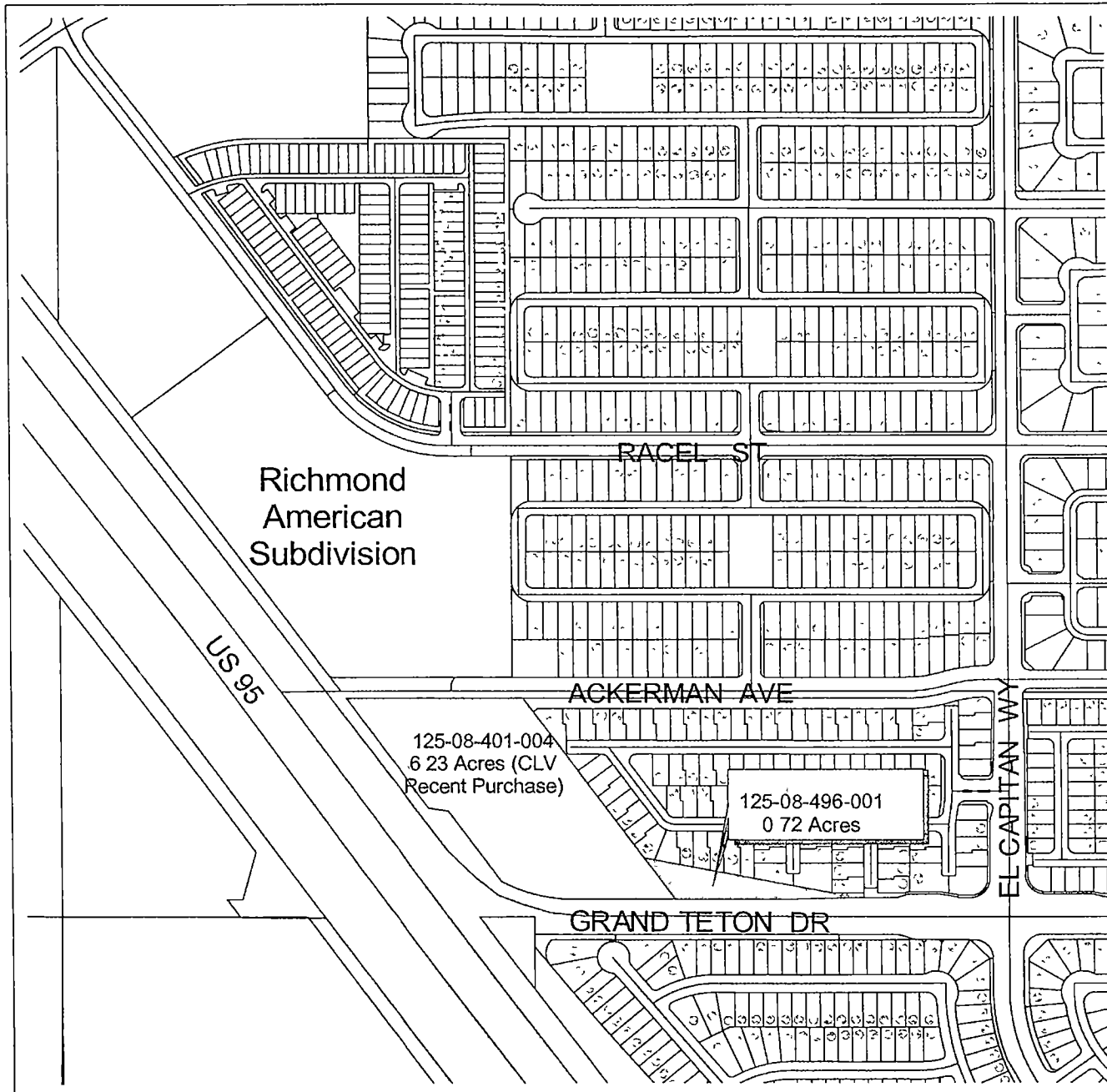
MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, explained that this 6.23 acres located at Grand Teton and US95 was purchased by the City because of an overpass at Grand Teton over US95. The City needed approximately two acres for the project right-of-way, but had to take the entire parcel. Staff is seeking to negotiate a sale of the remanant property to an adjacent property owner currently building homes. Staff recommended approval.

No one appeared in opposition and there was no further discussion.

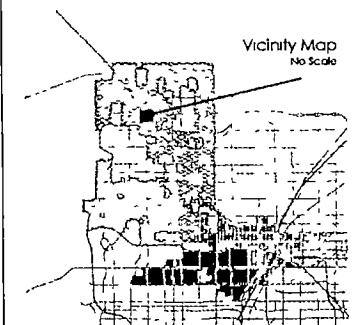
COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:07)



Site Map

-  Apn 125-08-496-001.shp
-  Apn 125-08-417-001.shp
-  Apn 125-08-401-004.shp
-  Beltway
-  Street Centerline
-  Building Footprints
-  Parcels



Real Estate & Asset Management



Date of Data: 2004/01/04

AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: JANUARY 20, 2004**

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding submission of a Request for Proposal for Outdoor Advertising/Billboard Program for placement of billboard signs on City owned land located on the north side of U.S. 95 west of Las Vegas Boulevard, northwest corner of Las Vegas Boulevard and Mesquite Avenue, north side of Bonanza Road east of Mojave Road, and the northwest corner of Stewart Avenue and Pecos Road, APNs 139-27-803-002, 139-34-501-003, 139-25-802-006, 139-36-604-001 - Wards 3 and 5 (Reese and Weekly)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

It is the City of Las Vegas aim to develop an Outdoor Advertising/Billboard Program at appropriate locations chosen by the City. The proposed locations are in compliance with current zoning & would require no variances. Each Billboard will serve to maximize the property value without disrupting any existing/future use. Within the language of the RFP, CLV will propose to lease a portion of the property to the selected Applicant under terms to be negotiated after Applicant selection. A Lease would be brought back to Council for consideration of approval, if an agreement can be reached.

RECOMMENDATION:

Staff recommends approval of submission of a Request for Proposal (RFP)

BACKUP DOCUMENTATION:

Request for Proposal

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation. **COUNCILMAN WEEKLY** concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JANUARY 20, 2004

Public Works

Item 3 - Discussion and possible action regarding submission of a Request for Proposal for Outdoor Advertising/Billboard Program for placement of billboard signs on City owned land located on the north side of U.S. 95 west of Las Vegas Boulevard, northwest corner of Las Vegas Boulevard and Mesquite Avenue, north side of Bonanza Road east of Mojave Road, and the northwest corner of Stewart Avenue and Pecos Road

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that the Council approved in June or July 2003 negotiations with Lamar Advertising. Within two months following the approval, staff received four more proposals from various billboard companies. There was concern with negotiating with only one company. The direction from the Mayor and City Manager's office was to withdraw from the negotiations. Lamar Advertising was contacted and agreed to go through a request for proposals process. Staff recommended approval to withdraw from the previously approved action and to go forward with a request for proposals process.

No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:08)

REQUEST FOR PROPOSALS (RFP)
RFP NO. 2004-01
OUTDOOR ADVERTISING/BILLBOARD PROGRAM

SCOPE OF WORK: The City of Las Vegas (the "City") is soliciting proposals from interested parties ("Applicants") who wish to be considered for the award of a potential contract to operate an Outdoor Advertising/Billboard Program for the City of Las Vegas. Upon award of a contract, the selected company would be expected to use its experience and expertise in the outdoor advertising industry to develop and manage a program of outdoor advertising, *i.e.*, billboards (the "Billboards"), for the City that will maximize revenue production to the City. The Billboards will be located on six separate locations owned by the City.

The City is proposing to compensate the selected company through a revenue sharing arrangement, where the selected company would be required to provide the City with a guaranteed minimum monthly payment and a percentage monthly payment based on net revenues. The City, however, may consider a proposal based on a different pricing premise; such as a monthly retainer paid by the City, with all advertising revenues accruing to the City, or any other reasonable methodology that will maximize revenue production to the City.

INQUIRIES: Inquiries regarding this RFP should be directed to David Roark, Department of Public Works, Real Estate & Assets Management (REAM) Manager, City Hall, 400 Stewart Avenue, 4th Floor, Las Vegas, NV 89101-2986 (702) 229-1020, or FAX (702) 384-0527. Applicants should thoroughly review the RFP and submit written questions by fax to the REAM Manager no later than February 10, 2004, in order to ensure time for an appropriate response. Questions received after that date may not be considered. No Pre-proposal Conference will be held, so it is imperative that Applicants take advantage of the opportunity to submit written questions.

PROPOSAL DEADLINE: All proposals must be received in the REAM Manager's office, Department of Public Works, City Hall, 400 Stewart Avenue, 4th Floor, Las Vegas, NV 89101-2986 Vegas on February 20, 2004, no later than 1:30 p.m. PST. Proposals received after the established deadline will be returned to an Applicant, and will not receive further consideration in the evaluation process. Proposals are not publicly opened, in accordance with NRS 332.061(2).

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REQUEST FOR PROPOSALS
OUTDOOR ADVERTISING/BILLBOARD PROGRAM

SECTION A - REQUEST FOR PROPOSALS FORM

This Request for Proposals (this "RFP") consists of the RFP cover page and Sections A through G of this document. The purpose of this RFP is to solicit proposals from parties ("Applicants") seeking the award of a potential contract to operate an Outdoor Advertising/Billboard Program (the "Program") for the City of Las Vegas (the "City") on six separate locations owned by the City. The six locations (the "Sites") are as follows:

1. I-95 @ Mesquite Avenue & Las Vegas Boulevard (APN: 139-34-512-001);
2. I-95 @ Las Vegas Boulevard near parking garage (APN: 139-34-501-003);
3. I-95 @ Las Vegas Boulevard behind Doolittle Senior Center on Bonanza Road (APN: 139-27-803-002);
4. I-95 @ 4th Street on ramp between Fire Station #1 and Doolittle Pool (APN: 139-27-803-002);
5. I-95 @ Casino Center Boulevard near Downtown Transportation Center (DTC) (APN: 139-34-501-006 and
6. Bonanza Road and Mojave Road near East City Service Yard (APN: 139-25-802-006).

*****Please refer to site maps identifying approximate locations of each proposed site*****

Upon award of a contract, the selected company would be expected to use its experience and expertise in the outdoor advertising industry to develop and manage a program of outdoor advertising, *i.e.*, billboards (the "Billboards"), for the City that will maximize revenue production to the City.

The Instructions related to this RFP are set forth in Section G and must be followed completely in order for the submitted proposal to be given full consideration for award of a potential contract. Should a proposal be selected for award, any resultant contract is expected to contain the terms and conditions set forth in Sections A through F. Use of the words "contract" or "agreement" in this RFP does not imply any obligation on the part of the City to enter into a Contract. The services set forth in this RFP are exempt from the requirements for competitive bidding (NRS 332.115(1)(b)). The City reserves the right to accept a proposal, reject all proposals, negotiate with any Applicant to change its proposal, or take any other combination of such actions.

SECTION B - Basic Terms

B-1 Definitions

The following definitions apply to the Contract:

(a) "Account Manager" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to the Contract.

(b) "Award Date" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City

- (c) "City" means the City of Las Vegas.
- (d) "City Council" means the governing body of the City of Las Vegas.
- (e) "Company" means the individual, partnership, or corporation responsible for the performance of services under the Contract.
- (f) "Contract" means the final contract by and between the City and the Company, including the provisions of Sections A through F, where such Contract is binding and effective only upon execution by the City.
- (g) "Gross Revenue" means all money or other tangible value generated by the placement of advertising on the Billboards, without deduction for any Company expenses related to the activities required for performance of the Contract.
- (h) "Marketing Plan" means the plan negotiated between the City and the Company on an annual basis, which sets forth the goals and objectives for the following year of Contract performance.
- (i) "Net Revenues" means Gross Revenues less any applicable advertising agency commission.
- (j) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Performance Period

The performance period of the Contract shall be twenty (20) years, beginning on the Award Date.

B-3 Contract Type

The Contract provides for the Company's payment to the City of:

- (a) A guaranteed monthly amount (payable regardless of the amount of Net Revenues)(the "Guaranteed Payment");] and

- (b) A percentage of monthly Net Revenues (the "Percentage Payment").

provided, where, the payment of the Guaranteed Payment and the Percentage Payment to the City shall occur not later than twenty (20) days after the end of the relevant month.

B-4 Payments and Revenues

The Company shall submit the Guaranteed Payment and the Percentage Payment to the City in accordance with Paragraph B-3, "Contract Type." The Company shall submit the payment with a cover letter, containing a reference to the Contract, stating the amount of the payment, referencing the monthly period to which the payment relates.

- (a) The Company shall submit payments and supporting documents to:

Department of Finance and Business Services
ATTN: Accounts Receivable
City of Las Vegas
400 Stewart Avenue, 6th Floor
Las Vegas, NV 89101 - 2986

(b) A representative of the Company shall sign and certify the cover letter set forth in Paragraph B-4 above, in the following manner:

"I hereby certify, under penalty of perjury, that the stated payment is just and correct and that said payments are in compliance with the requirements of the Program Contract."

(d) The Company shall segregate in its accounting system the revenues accruing from the Program, and shall pay the City its appropriate percentage of Net Revenues. The Company shall have full responsibility for collection of revenues and shall be responsible for payments to the City, even if revenues are delinquent or not collectible.

(e) The Company may not accept in-kind payment or gratuities for services arising under the Program, and all payments for the use of City Property must accrue to the Program account.

SECTION C - Statement of Work

C-1 Scope of Services

(a) The Company shall use its experience and expertise in the outdoor advertising industry to establish, operate and manage the Program. The Company shall provide all personnel, materials and supervision required to effectively accomplish the requirements of the Contract.

(b) The Company shall be responsible for the installation, maintenance and management of the Billboards. The Company shall coordinate activities with the City and shall accomplish the activities of the Program in accordance with the Company's Proposal set forth in Attachment 2.

(c) The Company shall be responsible for the marketing and installation of all advertising on the Billboards and for the care and protection of the Sites. Upon termination of the Contract, the Company is responsible for removing advertising materials and structures and returning the Sites to their original condition.

C-2 Management

(a) The Company shall become the lessee and the City shall become the lessor with respect to the Sites, where, at the time of the award, the Company shall provide a signed lease agreement for each Site for the City's approval and signature. Any sublease agreement entered into by the Company without City approval shall be null and void.

(b) The Company is responsible for monitoring the Program for maximization of revenue generation and conformance with Contract requirements. The Company shall have the sole discretion to approve or disapprove, or to accept or to deny, any request to display any particular advertising, which is in compliance with the Las Vegas Municipal Code.

(c) The Company shall appoint an Account Manager who is responsible for coordinating Contract performance with the City, for resolving performance problems, for responding to City inquiries, and for overall performance of the Contract, but this shall not include questions concerning advertising content other than compliance with the requirements of the Las Vegas Municipal Code.

C-3 Reports

On an annual basis the Company shall submit an annual Net Revenue report to the Project Manager that contains a breakdown of annual Net Revenue per Site and a discussion of other information, including significant performance accomplishments, problems, and upcoming issues. The report shall be submitted every year within thirty (30) days after the end of the relevant year being reported.

A review of the payments will be conducted on an annual basis and the Company shall pay all deficiencies, if any, at such time.

C-4 Meetings

The Company's Account Manager shall be available to meet with the City's Project Manager at any reasonable time to discuss Contract issues.

SECTION D - Special Clauses

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of the Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of the Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Department of Public Works
Real Estate & Assets Division
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101-2986
Attention: David Roark, REAM Manager

COPY: City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101-2986
Attention: Brad Jerbic, City Attorney

FOR THE COMPANY: [TO BE INSERTED AT THE TIME OF AWARD]

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of the Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Account Manager, as appropriate.

D-2 City Responsibilities

(a) The City will designate in writing a Project Manager for the Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to the Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.

(b) Within thirty (30) days after submission of the designs, drawings and renderings for the Billboards, the City will review said designs, drawings and renderings and authorize all or part of the designs, drawings and renderings. For those designs, drawings and renderings not authorized, the City will provide a reason for disapproval.

D-3 Warranty - Services

The Company warrants that the services shall be performed in full conformity with the Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with the Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Licenses/Registrations/Zoning/Design

During the entire performance period of the Contract, the Company shall maintain all federal, state, and local licenses and registrations applicable to the work performed under the Contract and shall comply with applicable zoning requirements, including architectural and design requirements. More specifically, the size of billboard cannot exceed a maximum of fourteen feet (14') and zero inches (0") in height and forty-eight feet (48') and zero inches (0") in length, where the supporting structure cannot elevate the billboard more than forty feet (40') and zero inches (0") off the ground.

D-5 Property Rights

All deliverables produced under the Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City; provided, however, any structures used by the Company with respect to the Program, other than the footings to be installed on each of the Sites, shall remain the property of the Company. Upon the termination of the Contract, the Company shall remove from the Sites any advertising or structures used by the Company with respect to the Program, exclusive of the footing.

D-6 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of the Contract and any Attachment or Exhibit set forth in Paragraph F, the specific language in Paragraphs B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

D-7 Termination of Contract

In the event of a termination of the Contract due to Termination for Default or expiration of the performance period, all subcontracts, leases, and subleases associated with the Program shall be continued, unless terminated by the City, in its sole discretion within thirty (30) days after such termination. The Company shall ensure that all third party contracts provide for this condition, with no liability to the City.

D-8 Key Personnel

The following individuals are deemed to be "Key Personnel", and are essential to the performance of the Contract. These individuals cannot be replaced without the written consent of the City:

NAME AND TITLE	CONTACT INFORMATION
[Name]	[Street Address]
[Title]	[Telephone Number]
	[Facsimile Number]
	[Email Address]

[TO BE INSERTED AT THE TIME OF AWARD]

D-9 City Advertising Operating Principles

The Las Vegas Municipal Code, Section 10.42.050 prohibits the placement or posting on any billboard of any obscene, indecent, offensive or profane word, writing, picture, representation or drawing.

SECTION E - General Clauses

E-1 Disputes

(a) For each claim or dispute arising between the parties under the Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay

(a) Should the timely performance of the Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon

as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Default

(a) The City may, by written notice of default to the Company, terminate the Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required thereunder) within the time specified in the Contract or any extension;

(ii) Make progress, so as to endanger performance of the Contract; or

(iii) Perform any of the other provisions of the Contract.

(b) The City's right to terminate the Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of the Contract.

(c) If the City terminates the Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under the Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days.

(e) Either party may terminate the Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-4 Insurance

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of the Contract.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under the Contract in a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) in

the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

(b) The City shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars (\$10,000.00) without the prior written approval of the City.

(d) Certificates indicating that such insurance is in effect shall be delivered to the City within ten (10) days after the Award Date of the Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of the Contract. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Company and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(e) Should the Company fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Company.

E-5 Indemnification

(a) In addition to the insurance requirements set forth in Paragraph E-4, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. The City for its protection may retain any money due and owing the Company under the Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(b) It is expressly agreed that the Company shall defend the City, and each of them, against the Liabilities and in the event that the Company fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-6 Assignment

Neither party may assign their rights nor delegate their duties under the Contract without the written consent of the other party, where consent shall not be withheld unreasonably. Notwithstanding the foregoing, the Company may assign its rights under the Contract to a wholly owned subsidiary upon written notice of the same to the City. Any assignment or delegation shall not relieve any party of its obligations under the Contract.

E-7 Waiver

Waiver of any of the terms of the Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of the Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of the Contract, or to affect the right of the City to thereafter enforce each and every provision of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

E-8 Taxes/Compliance with Laws

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under the Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of the Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of the Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-9 Audit of Records

(a) The Company agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contract for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to the Contract to be retained by the City for the required period of time.

(b) The Company agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

(c) If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability of the Company is more than payments made by the Company to the Company, the Company agrees that the difference shall be paid immediately by the Company to the City.

E-10 Independent Contractor

In the performance of services under the Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill the Contract. The City shall hold the Company as the sole responsible party for the performance of the Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-11 Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of the Contract be determined void.

E-12 Conforming Services

The services performed under the Contract shall conform in all respects with the requirements set forth in the Contract. It shall be the responsibility of the Company to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of the Contract.

E-13 Modification/Amendment

The Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend the Contract shall be null and void, and may not be relied upon by either party.

E-14 Section and Paragraph Headings

The section and paragraph headings appearing in the Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Conflict of Interest (City Officials)

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving the Contract, payments under the Contract, or work under the Contract, shall not be directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the Contract, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to the Contract. Notwithstanding any other provision of the Contract, if such interest becomes known, the City may immediately terminate the Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate - Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 Integration

The Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Contract.

E-17 Public Records

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). The Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under the Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of the Contract.

E-19 Marketing Restrictions

The Company may not publish or sell any information from or about the Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

E-21 Changes - Fixed-Price Services

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

- (i) Description of services to be performed.
- (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
- (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SECTION F - List of Attachments/Exhibits

The following attachments shall be incorporated into the Contract:

IDENTIFIER	TITLE/TEXT REFERENCE	DATE	PAGES
Attachment 1	Certificate - Disclosure of Ownership/Principals [Paragraph E-15(c)]		
Attachment 2	Company's Proposal [TO BE INSERTED] [Paragraph C-1]		
Attachment 3	Sample Contract		
Attachment 4	Sample Outdoor Advertising Agreement		
Attachment 5	Examples		

SECTION G - Instructions to Applicants

G-1 General

(a) Proposals must be submitted no later than 1:30 p.m. PST, on February 20, 2004.
Late proposals will be returned to the Applicant.

(b) Submissions must be clearly marked with the RFP Number and the date/time for receipt.

- (c) Proposals must be submitted in a sealed envelope to the following address:

Public Works Department
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101-2986
Attention: David Roark, Manager
RFP: #2004-01

(d) Proposals must be submitted in the exact format specified in paragraph G-2, "Proposal Format." **Failure to follow the format instructions may result in a negative evaluation of the Applicant's proposal.**

(e) Applicants assume all costs associated with the submission of a proposal. The City is under no obligation to award a contract for the subject concessions.

- (f) Offers must be valid for a minimum of ninety (90) days.

G-2 Proposal Format

Applicants shall:

- (a) Submit the entire proposal on standard 8 1/2" x 11" paper.

- (b) Not include advertising materials or brochures.

(c) Submit one (1) Original and five (5) Copies of the proposal. The Original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam.

(d) Submit proposal information in the specific sections listed in Paragraph G-3, "Proposal Content".

- (e) Follow any page limits set forth in Paragraph G-3, "Proposal Content."

- (f) Acknowledge the receipt of any amendments to this RFP.

G-3 Proposal Content

The Applicant shall submit all proposal information in the following sections:

Section 1- Cover Page.

The Cover Page must show the Applicant's name, name of person authorized to negotiate on behalf of the Applicant, address, fax number, e-mail address, and phone number. It should include the statement:

"This proposal is submitted in response to Request for Proposal No. 2004-01, and constitutes an offer by this business entity to perform the services set forth therein."

An individual authorized to bind the Applicant should sign the statement, and the date signed should follow the signature.

Section 2 – Executive Summary.

The Executive Summary should provide a synopsis of the Applicant, the experience and expertise of the Applicant in the outdoor advertising industry and a brief statement as to the grounds that the City should consider upon reviewing the Applicant's proposal.

Section 3 - Business Information.

The following information should be provided with respect to the Applicant:

- (a) Statement on whether the Applicant is a private or publicly held corporation, a partnership, or sole proprietorship.
- (b) Date and state of incorporation or organization, corporate history and organization chart.
- (c) Number of years in Las Vegas, Nevada.
- (d) Information concerning size, financial stability and experience in the outdoor advertising industry, including:
 - Statement that the Applicant has sufficient financial stability to perform its responsibilities under the Contract and that the Applicant is able to pay debts as such debts come due;
 - Audited financial statements for the last three (3) fiscal years.
- (e) Number of employees located in Nevada and overall, including biographies of key employees, on parent level and on local level.
- (f) Description of currently held insurance, including worker's compensation, including policy limits, name of insurance carrier and coverage dates.
- (g) Certificate - Disclosure of Ownership/Principals", as set forth in **Attachment 1** of this RFP.
- (h) Copies of all required state and local licenses applicable to performance of the work covered under the RFP.

Section 4 - Personnel Resources.

In this section, the Applicant must describe the personnel to be assigned or to be made available to perform work under the Contract. The Applicant should describe the manner in which each person will contribute to the Program, how many man-hours the individual will devote to the Program and when they will be working on the Program. Key Personnel must be named; at a minimum, the Account Manager should be named. Resumes should be included.

Section 5 - Experience.

In this section, the Applicant must provide information as to the following:

- (a) Description of the services, facilities and personnel offered or available to the City, including:
 - Ability to remove billboards and supporting structures;
 - Ability to design and erect billboards and supporting structures;

- Ability to operate and manage outdoor advertising;
 - Breakdown of personnel related to design;
 - Breakdown of personnel related to sales and marketing; and
 - Statement on whether services to be provided to the City will be provided by the Applicant and its affiliates or through one or more third parties.
- (b) Experience in the outdoor advertising industry, including:
- Number of years overall and number of years in Las Vegas, Nevada;
 - Number of billboards located in the City of Las Vegas, Clark County and in the United States;
 - Summary of any other transactions involving the City of Las Vegas, the City of North Las Vegas, the City of Henderson and Clark County;
 - Current occupancy rates for billboards located in the City of Las Vegas, Clark County and in the United States.
- (c) Summary of projects during the last five (5) years, including: a description of the services, the dates performed and the organization for which the services were performed. For each organization listed, include a name and telephone number for individuals who can be contacted to verify the quality and timeliness of the services.
- (d) Extent of community involvement, such as donations of outdoor advertising to charities, civil organizations and schools, donations to charities, civil organizations and schools, etc.
- (e) List of references.

Section 6 - Work Plan. In this section, the Applicant must set forth a proposed approach to the work set forth in Section C, "Scope of Work." The Applicant should include a discussion of how the specific work stated in each Paragraph in Section C would be accomplished, with particular emphasis on how the Inventory Database would be developed and how Marketing of Inventory Items would be accomplished. **THIS SECTION MAY NOT EXCEED 20 PAGES. Reviewers will not consider any information presented in excess of this limit. Applicants are advised to be concise, and to focus on the areas of work in Section C, which would most significantly contribute to the success of the Outdoor Advertising/Billboard Program.**

Section 7 – Pricing and Financial Projections. In this section, the Applicant must provide financial projections for a five (5) year period of the costs, revenues and net income to be generated by the Program, where such financial projections should provide the following information:

- (a) Assumptions, methodology and business considerations associated with the financial projections;
- (b) Historical performance supporting the financial projections, such as revenues and occupancy rates for outdoor advertising on locations similar or comparable to the Sites;
- (c) Breakdown of projected costs and expenses related to the Program;
- (d) Breakdown of projected revenue generated by the Program per Billboard; and
- (e) Projected Guaranteed Payments and Percentage Payments to the City.

An Applicant may place a proprietary legend on those pages containing confidential financial information, with the understanding that any claim for confidentiality is subject to legal review for applicability to the Nevada Public Records Statute, and such legends may be voided. NRS 332 does provide for the protection of confidential business information. The final prices, to be set forth in Paragraph B-3, "Contract Type," will definitely be a matter of public record.

Section 8 – Alternative Pricing. See Section G4—Alternative Pricing Proposal.

Section 9 – Exceptions. List any exceptions taken to Sections A through F of the RFP.

Section 10 – Sample Agreements. Provide copies of the sample Contract with the City, to be provided as **Attachment 3** of the Proposal, and the sample agreement to be used by the Company with third parties for the placement of outdoor advertising, to be provided as **Attachment 4** of the Proposal.

Section 12 – Sample Billboards and Supporting Structures. As **Attachment 5** of the Proposal, provide no more than three (3) examples of billboards and supporting structures that have been designed, erected and operated by the Applicant, where a brief summary of each billboard and supporting structure should be provided. The summary should provide the following information: (a) the location; (b) the timeframe and date of completion; (c) the statement on whether the project was designed, erected and operated by the Applicant and its affiliates or through one or more third parties; (d) the historical occupancy rates for the project; and (e) any other relevant information that would provide the City with an understanding of the ability of the Applicant to competently provide the services required under the Contract.

G-4 Alternative Pricing Proposal

The RFP is structured to reflect compensation to a Company based upon the Company's performance in generating advertising revenue. The City, however, may consider a proposal based on a different pricing premise; such as, a monthly retainer paid by the City, with all advertising revenues accruing to the City, or any other reasonable methodology. An Applicant is permitted to propose such an alternative pricing arrangement, provided such alternative is appropriately identified and explained in the Proposal within Section 8 – Alternative Pricing. An Applicant should also identify any changes that would be required in various areas of the RFP to accommodate such a pricing alternative. Of particular concern to the City would be how maximization of revenue for the City could be achieved, without the benefit of the revenue sharing incentive to spur Company performance.

G-5 Award Criteria

(a) The City is under no obligation to award a contract(s) for these services. The basis for any potential award would be a review and evaluation of the submitted proposals. The City may award with or without further discussions. Award of any Contract will only be made upon approval of the City Council.

(b) The principal criterion for award is a Company's ability to create a Program that generates revenue for the City while complying with Contract requirements. This criterion will be evaluated by examining the entire proposal, with particular emphasis on Section 3, "Business Information," Section 4, "Personnel Resources," Section 5, "Experience," Section 6, "Work Plan," and Section 7, "Pricing and Financial Projections," or Section 8, "Alternative Pricing Proposal." The City is under no obligation to award to the Applicant submitting the highest revenue production (or lowest retainer amounts, if utilizing an alternative pricing methodology), but significant consideration will be given to the dollar amounts proposed.

(c) The City reserves the right to consider any other factors when evaluating proposals, when such consideration serves the goals and interests of the City.

G-6 Ownership Disclosure

Applicants must submit the "Certificate - Disclosure of Ownership/Principals" set forth in **Attachment 1**. Failure to submit the required information may result in immediate rejection of the submitted proposal, and no contract can be awarded if an Applicant has failed to provide the Certificate.

G-7 Inquiries

Any questions regarding this Request for Proposal should be directed to David Roark, REAM Manager, (702) 229-1020, or FAX (702) 384-0527. Applicants shall initiate all contacts with the City through the REAM Manager during the period beginning with the issuance of the RFP and ending with the award of any contracts. This will insure that all issues are appropriately coordinated and that all potential Applicants are afforded equal treatment. There will be no Pre-proposal Conference held for this RFP. **It is imperative that potential Applicants perform a timely review of the RFP and fax written questions to the REAM Manager, no later than February 10, 2004.**

G-8 Amendments

The City may make changes to this RFP through a written RFP Amendment (Addendum). An Applicant must acknowledge receipt of all amendments to this RFP in the manner provided for in Paragraph G-2, "Proposal Format."

G-9 Appeals [RFP - PC 10/01]

(a) Any Applicant (the "Appellant") who is allegedly aggrieved in connection with the source selection process or the proposed award of a contract by the City Council may file a written protest with the City provided the Appellant complies, as a condition precedent to consideration of such protest, with the procedures set forth in this paragraph. The written protest must be submitted in writing to the REAM Manager, within three (3) business days after the Appellant knows or should have known of the facts giving rise to the protest.

(b) The written protest shall contain, at a minimum, the following information:

- (i) Request for Proposal number and the subject matter of the work to be performed;
- (ii) The name and address of the Appellant and the title or position of the person submitting the protest;
- (iii) A statement describing in detail all of the issues being protested and the reasons the source selection process or award of the contract should not proceed;
- (iv) A statement describing in detail how the issues being protested adversely affect the Appellant's proposal submitted to the City;
- (v) A statement describing the relief sought by the Appellant; and
- (vi) Such other information as the Appellant deems to be material.

(c) The Appellant shall provide such additional information requested by the City, which it deems pertinent to the consideration of the protest. The written protest shall identify all of the issues and arguments which support the Appellant's claim that the source selection process or award of a contract should not proceed, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

(d) As a condition precedent to any consideration of the written protest, the Appellant must post with the City an amount in the form of a cashier's check, certified check or money order (the "Protest Security") made payable to the City. The amount of the Protest Security shall be 5% of the Appellant's total proposal price (including options) up to a maximum amount of \$50,000. The REAM Manager will hold the Protest Security until a final determination is made on the protest.

(e) Upon receipt of the written protest and the Protest Security, the REAM Manager will review the protest. If the protest is not resolved by mutual agreement, the REAM Manager will render a decision within ten (10) calendar days of receipt, unless the nature and complexity of the protest requires additional time. If the Appellant does not accept the decision of the REAM Manager, an appeal may be made to the Finance and Business Services Director provided such appeal is requested in writing within three (3) business days of receipt by the Appellant of the decision by the REAM Manager.

(f) The Director will review the protest and issue a decision within ten (10) calendar days of receipt of the appeal unless the nature and complexity of the protest requires additional time. If the Appellant is not satisfied with the decision, an appeal may be made to the City Council provided, a request is received in writing within three (3) business days of receipt by the Appellant of the written decision by the Director. No award will be made of a contract while a protest or appeal is pending before the City.

(g) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. If the City Council decision is in favor of the Appellant on the written protest (which includes the decision by the City Council to reject all proposals), the full amount of the Protest Security will be returned to the Appellant. If the City Council decision is not in favor of the Appellant, the City will return the Protest Security to the Appellant within thirty (30) calendar days of the decision after deducting therefrom the expenses incurred by the City in processing the appeal. The Appellant shall not seek any type of judicial relief until the City Council renders a determination of the Appeal.

(h) If the Appellant seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private counsel to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal.

(i) The City Council will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for any costs, expenses or damages incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation costs or bid protest costs.

APPROVED AS TO FORM:
Thomas R. Green 1-08-04
DEPUTY CITY ATTY Date

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: JANUARY 20, 2004

CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

MINUTES:

None.

(3:08)

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THE MEETING ADJOURNED AT 3:08 P.M.

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
January 22, 2004