Sunset Strip Spectacular City Response to Questions Submitted Regarding Request for Proposals November 23, 2016

No.	Submitted By	Question	Answer
1	BIG Outdoor Group, LLC	The City clarified its position on the 30 day cancellation provision in item 9 of the Q&A Summary. However, building on that, would the City also consider modifying Section 7.1 (Termination for Convenience) to provide that, in the event the City exercises its discretionary termination right, the City would return to the Licensee Licensee's amortized capital costs or some portion thereof?	It is not the City's intent to have the selected respondent design and build the Spectacular, then cancel the contract and take ownership and operation of the sign. The intent is to develop a mutually beneficial pilot project to test cutting edge display technology as well as design standards and regulations for the broader off-site sign program through the development and operation of the Spectacular. Contract amendments may be proposed in responses to the RFP and are subject to review and approval by the City Attorney. However, the City will consider removing section 7.1, Termination for Convenience.
2	BIG Outdoor Group, LLC	The City clarified its position on ownership of proposals in item 10 of the Q&A Summary. However, building on that, the City's ownership of the proposals implies that the incorporated designs, plans, etc. may not be used elsewhere. Is that the City's intent? If so, would the City consider allowing use of such designs, plans, etc. elsewhere by those who are not awarded the project? Significant funds will be invested during the design process that will not be recouped by those not awarded the contract.	The City reserves the right to use any or all "ideas" in a proposal but not the design itself. The City will not retain permission to use the designs of those Proposers that are not selected as the finalist. Proposals not selected by the City may be used elsewhere by those teams not awarded the project. The City will not be paying for any design-related expenses as all costs of proposal preparation shall be borne by the Proposer as indicated in the RFP.

3	BIG Outdoor Group, LLC	Page 19 of the RFP states that "[t]he Spectacular may be situated anywhere on the site but may not: Result in minimal net loss of parking spaces". Could the City please clarify this restriction? What is a range (percentage or hard number) of acceptable loss of net parking spaces, if any, at the site? Is the City open to re-striping or other redesign of the lot to most efficiently incorporate the project?	This is an error in the RFP document. The text regarding parking spaces only should read: "the Spectacular may be situated anywhere on the site and may result in only minimal net loss of parking spaces." The intent is to preserve as much of the existing space count as possible. The primary use of this site is for public parking, and as such, a loss of more than 5 spaces would be unacceptable. However, the City's preference would be to maintain the existing parking count. The City will consider allowing the applicant to propose restriping of the existing lot if necessary, as long as all parking and access regulations can be met.
4	BIG Outdoor Group, LLC	Page 19 of the RFP states that "[t]he Spectacular shall not incorporate driver interaction features or other elements which cause adverse impacts on vehicular traffic", but on page 20 encourages "[c]ontrol systems which possess the ability to allow for social media/mobile device interaction between pedestrians and the sign". These two mandates seem contradictory. Would the City consider deleting the interaction mandate from the RFP? As long as there are interactive features on the Spectacular, it seems likely drivers will also attempt to participate and put themselves and others at risk by doing so.	Interaction with social media is not mandated, just encouraged. The intent of this clause is to allow for interaction between pedestrians and sign content, but not to encourage active interaction between drivers and sign content. Any interaction would be required to meet the driving design-speed (35 MPH) determined by the City's traffic engineering report. For instance, the Spectacular might allow for a component whereby a pedestrian could initiate a change in display, but the display would be required to change at a specified safe driving design-speed. Avoiding driver distraction is a high priority, and will not be compromised.
5	BIG Outdoor Group, LLC	Is the City open to including in the contract a right of first refusal or other right whereby the current Licensee, at the end of the term, may have the opportunity to match any other offers made for operation of the Spectacular?	Contract amendments may be proposed in responses to the RFP and are subject to review and approval by the City Attorney. However, the City may consider a right of first refusal at the end of the initial term.

6	BIG	Will City employees and consultants be	As indicated on page 29 of the RFP, all proposals submitted
0	Outdoor		, -
		bound by confidentiality requirements in	are public records pursuant to the California Public Records
	Group, LLC	connection with the RFP and review of	Act. However, the Public Records Act exempts from
		proposals? Is the City willing to consider	disclosure trade secrets and related confidential
		entering into (and/or causing its employees	information whose disclosure would result in loss of a
		and advisors) to enter into a non-disclosure	competitive advantage to the proposer. If such information
		agreement with respect to the proposals	is contained in the proposal, it must be labeled as such. No
		submitted?	supplemental non-disclosure agreements will be
			considered.
7	BIG	Would the Licensee be permitted to (i)	Static branding, if proposed, will be considered as part of
	Outdoor	display its static brand imprint on the	the design. Use of the spectacular for any type of
	Group, LLC	Spectacular and/or (ii) use the Spectacular	advertising branding or other promotion of the Licensee
	, ,	for its own branding purposes (provided	will only be considered within the context of the final
		such usage is reasonable and market to the	approved project. However, standard identification (as
		industry)?	seen at the bottom of most billboards) should not be an
			issue.
8	BIG	The RFP stipulates the use of "creative off-	The intent of the pilot project is to showcase creative
	Outdoor	site advertising" as indicated on the first	advertising. The sign should provide a one-of-a-kind
	Group, LLC	bullet point on page 15. However, creation	advertising display that raises the bar for outdoor off- site
		of advertisers' content is not in control of	advertising, and is distinctly different from the existing
		outdoor advertising companies. Will you	types of digital signage in the Los Angeles region. The City
		please clarify "creative content"?	expects that the outdoor advertising company will
		please clarity creative content:	
			encourage its advertisers to provide outstanding content
			for this unique display. As the project will be on City owned
			property, the City will reserve the right to reject advertising
			content that conflicts with the adopted values of the City of
			West Hollywood, as explained in section 2.1 of the RFP.

9	BIG Outdoor Group, LLC	Since the city will be approving and disapproving all advertising content which directly affects projected advertising revenue, will you please provide examples of types of advertising categories the city would disapprove?	The only advertising that will not be allowed would be in direct conflict with the adopted values of the City. As stated in the proposed contract language (section 6.5) if the City does not disapprove any content within 5 days of review submittal, the advertising can be displayed. It is not possible to provide a specific list, but generally speaking,
			advertising that is discriminatory against groups listed in section 13 of the contract, or promotes violence, would be examples of content that may not be consistent with the City's core values.
10	BIG Outdoor Group, LLC	Will you please elaborate on "the brand of both the Sunset Strip and City of West Hollywood" as it relates to elements included on the spectacular?	The legendary Sunset Strip is a world-class destination for eclectic entertainment and culture. Home to legendary music venues, the Strip has an iconic and storied history. West Hollywood is known as "the creative city". The City is known for fashion, design, entertainment, and a progressive spirit, which should be reflected in the design of the Spectacular.
11	BIG Outdoor Group, LLC	The design guidelines specify the structure "shall be a 3-D structure". Will you please define a 3-D structure?	3D means that the display will not be a standard flat billboard design. It may have design elements on multiple faces, design elements that wrap around corners, or non-rectangular extensions.
12	BIG Outdoor Group, LLC	We do not believe there is ample time to both evaluate the site and conform to all of the RFP guidelines to design the most optimal creative structure. In addition, the proposal will rely heavily on 3rd party design professionals schedules which are unpredictable as you move closer towards the holidays. Nevertheless, we strongly urge the proposal deadline to be pushed back until after the holidays. Can the city please consider extending the proposal deadline to a later time?	The time for response to the RFP will not be extended. Design may continue to evolve and be refined as part of the final approved proposal.

13	JCDecaux North America	Please confirm our understanding (based on the City's response regarding Section 5.3 of the RFP) that the City will own the proposal itself, excluding any IP that is incorporated in the RFP and identified as owned by respondent or its Architect, e.g., schematic drawings, renderings, or CAD files that may accompany the proposal and are clearly marked to indicate that such items have been copyrighted, patented, or otherwise protected under IP laws.	That is correct. The City will own the proposals for the installation at the subject site, but will not own any Intellectual Property identified in the proposal that would normally be considered the property of the designer.
14	Clear Channel Outdoor	Will non-conforming proposals be accepted?	Proposals deemed to be outside an acceptable or competitive range will be rejected, as indicated in page 27 of the RFP. A conforming proposal will include all the required elements indicated by "shall" or "required" in section 4 of the RFP. A non-conforming proposal is one which does not include all of the elements required in the RFP. "Encouraged" items do not contribute to a proposal's conforming or non-conforming status. But the inclusion of "encouraged" items may contribute to a higher score in a proposal's evaluation in the category labeled "creativity and innovative approach to performing project." (See page 26 of the RFP.)
15	Clear Channel Outdoor	Can proposal due date be extended?	See response #12
16	Clear Channel Outdoor	Section 6.5, 2nd paragraph. Is this possible 6 month test period part of the 5 year term?	Yes, the 6-month test period is considered part of the initial 5-year term.

17	Clear Channel Outdoor	Agreement - Section 6.5, Advertising Content – how would approval process work? Would each ad need to be approved by Manager of Communications?	All content should be submitted to the City for approval at least 5 business days prior to display. If no objections are raised, then the advertisement can be displayed. As part of the final agreement, the City will define the appropriate approval submittal and review timeframes process.
18	Clear Channel Outdoor	Agreement – Section 7.1 – if agreement is terminated for convenience is cost of spectacular prorated and paid by the city?	No. See response to question #1.
19	Clear Channel Outdoor	Who will maintain trees? What is the standard of maintenance and visibility of Spectacular?	The trees on the site and in the public right of way will be trimmed based on the City's regular tree maintenance cycle (once per year for canopy trees, twice per year for palms). It is possible that the trees onsite could be further trimmed, but they will not be removed. If the proposer desires to relocate or trim trees on the subject property during installation of the Spectacular, that should be explicitly stated in the proposal.
20	Clear Channel Outdoor	Can City provide historical revenue on the existing sign? What is the city's share of revenue?	The City's annual revenue amounts from the existing sign for the last five years are as follows: FY 14-15 \$420,000 FY 13-14 \$385,000 FY 12-13 \$464,647 FY 11-12 \$420,000 FY 10-11 \$420,000 The contract with the existing operator will be made available on this website.
21	Clear Channel Outdoor	Can the 30-day cancellation be removed? As it is currently written the agreement is effectively a month to month contract.	Please see response to question #1.

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22	Clear	Who owns the existing sign at the end of the	The existing sign is owned by the City, and must be
	Channel	existing agreement? Is there an obligation	demolished at the proposer's expense.
	Outdoor	for proposer to purchase existing board?	
23	Clear	Is the beginning of the 5 year term at full	Yes, the 5-year term begins when the display is operational.
	Channel	operation of the sign?	However, the 6-month test period is considered part of the
	Outdoor		initial 5-year term.
24	Clear	Will the City consider a revised agreement	No. Please see response to question #1.
	Channel	to include a clause that would allow for	
	Outdoor	unamortized capital cost if the right to	
		terminate early is exercised?	
25	Clear	Will the City consider a lease vs. a license (as	Contract amendments should be included in the response
	Channel	stated in the RFP)?	to the RFP and are subject to review and approval by the
	Outdoor		City Attorney. However, the City will consider a Lease vs.
			Licensee as part of the agreement if mutually beneficial
			terms can be agreed to.
26	Clear	Will City execute a standard ad contract(s)	Yes. The City reserves the right to buy time for its own
	Channel	(including payment terms, indemnity, etc.)	content on the Spectacular on an as-needed basis at a pre-
	Outdoor	prior to posting any ad?	negotiated rate.
27	Clear	Is the City intending to own all submitted	Please see response to question #2 and question #13.
	Channel	designs, or merely to own the proposals	
	Outdoor	themselves while retaining permission to	
		use the designs? Will city be paying for	
		submitted designs should they decide to use	
		a design.	

28	Clear Channel Outdoor	RE: Animation. The RFP requires that the sign be 3-D with integrated static and/or animated display screens. (pp.19, 21) Animated ads are currently restricted under the City code, but are permissible under certain circumstances for "creativelydesigned" billboards. Also, there is a time limitation of 2 years for the operation of animated signs, but the City may extend that limit. How will the code be applied considering the various code limitations to this project?	The spectacular will be a pilot project to test the existing and proposed policies related to animation and digital displays. As it is a City–owned project and consistent with the General Plan, the zoning code regulations for signs will not apply pursuant to West Hollywood Municipal Code Section 19.01.040(K).
29	Clear Channel Outdoor	Social Media Interaction: The City suggests that the sign be able to support social media interaction. (p.20) Allowing the public to post media directly to the sign without moderator review, could incur potential liability for the messages posted, including copyright or trademark infringement, defamation or other, similar claims. Will the City provide indemnity?	No. Content is the responsibility of the operator. Further, social media interaction does not necessarily mean that the public would be able to post media directly to the sign without moderator review.
30	Clear Channel Outdoor	Existing Billboard, according to the RFP, current agreement expires on March 31, 2016, and then converts to month-to-month. The schedule in the RFP indicates that contract award will be made around April 18, 2016 (p.8). Will awardee have the ability to enter the property prior to the expiration of the lease for surveys, due diligence or other activities?	The awardee will be given all reasonable access to the subject site.
31	Clear Channel Outdoor	Cure Period. Contractor will have only 5 days to cure breaches. (p.36) This is unusually short. Will City consider an exception for a longer period?	Proposed contract amendments should be included in the response to the RFP and are subject to review and approval by the City Attorney.

32	Clear	Indemnity. Will City consider requiring	Proposed contract amendments should be included in the
	Channel	vendor approval of any settlement reached	response to the RFP and are subject to review and approval
	Outdoor	by City's counsel if vendor is required to	by the City Attorney.
		reimburse?	
33	Clear	NO ASSIGNMENT. Will City consider an	Proposed contract amendments should be included in the
	Channel	exception permitting assignment to vendor	response to the RFP and are subject to review and approval
	Outdoor	successors by merger and affiliates, and any	by the City Attorney.
		entity acquiring substantially all of vendor's	
		assets in Southern California market?	
34	Bulletin	As part of the percentage revenue share	The revenue plan and any expectations about the return on
	Displays LLc	located in the Development Agreement, will	investment should be clearly stated in the submittal,
		the City allow the Billboard Company to	including if the initial revenue stream is prioritized for the
		recoup its Cap Ex from revenue received	recoupment of the initial investment. The City will consider
		prior to distribution to the City and	final revenue share language as part of the executed
		Company? Attached is an example of	agreement. As shown in the RFP, "economic value to the
		another city that allowed the	City" accounts for 30% of the rating criteria. The proposer
		Operator/Billboard Company to recoup its	should submit their best revenue sharing plan to the City as
		investment prior to distribution of revenue	part of their proposal, since it accounts for a substantial
		share over a five (5) year period.	portion of the evaluation criteria.

35	Bulletin	Both the trees on the public right of way	Please see response to question #19.
	Displays LLc	and the on-site trees have created a	·
	, ,	visibility problem for the current billboard.	
		The city is non-committal for allowing a	
		maintenance program to trim the trees as	
		part of the Development Agreement to help	
		maximize revenue. Is the tree trimming	
		maintenance cycle the same as the	
		trimming cycle on Santa Monica Blvd? If so,	
		we can see that visibility to the Spectacular	
		Billboard is not a priority. Yet, the city is	
		committed to keep the visibility of existing	
		billboards unobstructed by this new sign.	
		We believe that the city should be as	
		committed to their Spectacular billboard	
		visibility as they are everybody else. Please	
		explain why the city will not commit to a	
		trimming maintenance program that keeps	
		visibility as a priority as part of the	
		Development Agreement?	
36	Bulletin	In Summary of Questions and Responses	No additional details on the City's financial expectations will
	Displays LLc	Nov 4, 2015," the city believes that the	be provided. The decision as to which proposals become
		respondent should make a reasonable	finalists and/or the final selection will depend, in part, on
		return. Please share with us your estimate	the financial benefit to the City over the course of the
		on Cap Ex so we know that the City	agreement.
		understand the investment that the	
		Billboard Companies are making in design,	
		construction, purchase and installation of	
		the Spectacular Billboard, along with the	
		percentage that the city believes is a	
		reasonable return. This will help us	
		understand the City's position on creating a	
		financially challenging and restrictive RFP. "	

37	Bulletin Displays LLc	If the city wants to be indemnified, then it should allow the Licensee to recoup its money from revenue generated by the sign. If legal action causes the nonuse of the electronic sign prior to its final inspection then the city should be responsible for its own legal defense. No rent should be due if the digital sign is turned off. What is the City's stance on indemnification?	The proposer should provide the most advantageous revenue plan to the City as they believe is possible, but so specific revenue terms are required as part of the RFP. The proposer could incorporate a wide range revenue mechanisms including base guarantees, revenue sharing, etc; again, the proposer should include the best revenue plan they believe is possible. Proposed contract amendments should be included in the response to the RFP and are subject to review and approval by the City Attorney.
38	Bulletin Displays LLc	Approval of advertising copy prior to going up on the board is very difficult for our advertisers. This should be amended.	Please see responses to questions #9 and #17.
39	Bulletin Displays LLc	6.6 Maintenance and Operations in the RFP, with updates to the ordinance the digital display could become illegal and be turned off. There should be a statement by the City that the sign can be legal nonconforming and still maintain its digital status. How would the City protect the rights of the billboard company to maintain the digital status?	Proposed contract amendments should be included in the response to the RFP and are subject to review and approval by the City Attorney.
40	Bulletin Displays LLc	If the structure belongs to the City at the termination of the lease, does the digital and computer products leave with the billboard company?	The digital and computer products are part of the Spectacular and will remain with the structure, unless otherwise agreed to.
41	Bulletin Displays LLc	In the proposal and at the meeting it is stated that the city would only grant a five (5) year extension if financial minimums were achieved. What are the city specified minimums that we have to reach to get the five (5) year extension?	This will be negotiated as part of the final agreement.

42	Bulletin	The proposals and creative aspects of the	Please see response to question #2 and question #13.
72	Displays LLc	sign should remain the property of the	Trease see response to question 72 and question 715.
	Displays LLC	outdoor company. The city's ownership of	
		our ideas and designs limits our effort to	
		_	
		design the most creative sign. Our design	
		plans and structural plans state that they	
		are copyrighted and are the property of the	
		billboard company. What is the city's	
		justification for wanting the billboard	
		companies to release our designs to them?	
43	Bulletin	Why is the city only allowing 1000 square	This sign is a pilot project, intended, in part, to test possible
	Displays LLc	feet of digital? The standard in the industry	regulations for future signs that may be allowed elsewhere
		is 672, this restriction leaves 328 square feet	on Sunset, which would also be limited in size. Further, the
		for a second side. By decreasing the ability	Spectacular is intended to be a unique, non-standard sign
		to sell a standard size billboard to the	that may or may not have traditional 'sides'.
		advertising community the City is limiting	
		the maximum revenue potential of the sign.	
		Can the City add an addition 344 square feet	
		to the total overall square footage?	
44	Bulletin	As stated in the previous meeting by many	Please see response to question #12.
	Displays LLc	of the Outdoor Companies, the November	
		23rd date when the answer to our questions	
		comes back from the city, to December 15th	
		RFP due date, this is not enough time to	
		complete this project. We believe that many	
		of our resources that need to provide	
		information and drawings will not be able to	
		answer in a timely manner. Can the City	
		extend the deadline to mid January?	

45	iKahan media, Inc.	Will union labor be required for installation, maintenance and repair service? If so, is there a specific trade we must use?	Any contract entered into for construction of the Spectacular will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of West Hollywood, 8300 Santa Monica Boulevard, West Hollywood, California 90069, and are available to any interested party on request.
			Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, or handicap will also be required.
46	iKahan media, Inc.	Will permits need to be pulled for service calls that require a truck to access the sign?	If the truck can be stationed on the subject site, then no permit would be required. If, however, the truck will be positioned on the street, then encroachment permits would be required.
47	iKahan media, Inc.	What hours will the supplier be required to perform maintenance and repair?	No particular maintenance hours are specified. If there are preferred hours, this should be included in the proposal.
48	iKahan media, Inc.	Other than the description in the RFP, are there brand guidelines for the City of West Hollywood (Fonts, colors, etc.)?	The City is looking for creativity and integration with the Street Media project and other public graphic initiatives, but no particular fonts are colors have been determined for this or related projects.
49	iKahan media, Inc.	Does the sign location have to remain in the exact same footprint as the existing billboard, or can the structure be located elsewhere within the designated lot?	The new sign may be relocated on the property. Regarding the number of parking spaces, please see response to question #3

50	iKahan media, Inc.	Are there minimum uptime requirements for the Sunset Boulevard Spectacular electronic video displays?	No.
51	iKahan media, Inc.	Are there any design requirements regarding physical integration of electronic video displays in the sign? (ie., all electronic video displays should face North on Sunset Boulevard)	No.
52	Interstate Outdoor Advertising, LP	Will the City consider trimming of existing vegetation on its property or, in the alternative, the removal and relocation of vegetation so that there is no net loss of vegetation on the site?	Please see response to question #19.
53	Interstate Outdoor Advertising, LP	On page 36, Section 7.1 of the agreement, it provides that the City can terminate its agreement on 30-days' notice without cause. Will the City consider eliminating this termination right? Alternatively, will the City agree that if it terminates the agreement without cause, that the Licensee will receive its unamortized capital expenditures for the Spectacular, that Licensee shall retain owner ship of the Spectacular with the right to relocate elsewhere and that no sign shall be allowed at the subject property for the remainder of the initial 5-year term and the 5-year option term whether or not the option term is exercised?	See response to questions #1 and #21.
54	Interstate Outdoor Advertising, LP	Because the City is seeking an iconic, one-of- a kind Spectacular digital display that requires substantial design efforts, will the City consider extending the deadline for submittal of responses to January 15, 2016?	Please see response to question #12.

55	Interstate Outdoor Advertising, LP	On page 36, Section 6.5 of the agreement, it provides that the City will pre-approve content on the Spectacular and that if the City does not disapprove the content within 5 days after receipt, it is deemed approved. Will the City consider providing guidelines regarding content that is unacceptable that the Licensee must follow so that there is not a 5-day waiting period and if the posted content violates the guidelines, it must be removed immediately?	Please see response to question #9.
56	Interstate Outdoor Advertising, LP	On page 32, Section 6.5, the City indicates that it may require a six (6) month test period for City-directed experimentation with motion, brightness and other parameters". Will the Licensee be able to have minimum annual guarantee and revenue split adjustments if the current parameters in the RFP are altered and negatively impact the Spectacular's revenue generating capacity?	Any expectations for revenue during this testing period should be included in the revenue plan required as part of the submittal.
57	Interstate Outdoor Advertising, LP	On Page 35, Section 4, the agreement provides that The Licensee shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction." Typically, the outdoor advertising company collects advertising revenue from a display and distributes the revenue in accordance with terms of an agreement. Can the City elaborate what process it is envisioning here? "	This provision of the City's standard contract relates to payments required of the City, such in the case of invoices submitted. This provision would not apply in this case, and is expected to be removed during contract negotiations.

58	Interstate Outdoor Advertising, LP	On page 31, Section 6, the City indicates that the agreement will have a five (5) year term with the option for the City to extend the Term for an additional five (5) years. The City is seeking an iconic, one-of-a kind Spectacular digital display. This will involve substantial investment to achieve. Will the City consider a 10-year term? If the City is unwilling to agree to a 10-year term, will the City allow the Licensee to recover its capital expenditures out of first revenues from the sign before payments of the minimum annual guarantee and revenue split to the City?	With the understanding that designing, building, and maintaining the Spectacular will be a significant expense, the City is seeking a development and operational partner to provide a high-quality Spectacular as a pilot for the broader off-site sign study, with the understanding that the project is financially viable. That is the primary reason that the revenue plan for at least the first year is required. The City expects that the selected respondent will make a reasonable return on investment with the project. The revenue plan and any expectations about the return on investment should be clearly stated in the submittal.
59	Interstate Outdoor Advertising, LP	On page 21, Section 4.2, the RFP provides for a 6000 nit maximum day brightness. Will the City consider increasing this to 7500 nits?	No.
60	Interstate Outdoor Advertising, LP	On Page 31, Section 6.2, the City is reserving the right to make design changes to the proposed Spectacular. If the City makes design changes, will the Licensee be able to have minimum annual guarantee and revenue split adjustments if the design changes negatively impact the Spectacular's revenue generating capacity?	The final version of the revenue plan will be part of the negotiated agreement.
61	Interstate Outdoor Advertising, LP	On page 21, Section 4.2, the RFP provides for digital sign operating times of 6am to 2am. Will the City consider 24 hour digital sign operation?	No.

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62	Interstate Outdoor Advertising, LP	On page 19, Section 4.1, the RFP states that the Spectacular may not block other existing billboards. Will the City consider proposals where there is only some partial or minimal blockage?	The design criteria for the Spectacular include a provision that no existing off-site signs be blocked by the new display. The sightline studies will show how this goal is being achieved. The City recognizes that the view of existing billboards may be hard to preserve from every view angle possible, but the design goal is to minimize this impact on existing billboards, especially from primary viewing angles.
63	Interstate Outdoor Advertising, LP	On page 9, Section 1.3, the implementation schedule is described as follows: The target date to begin operation of the Spectacular is within 12-18 months with the Spectacular completed within four (4) months." This description is confusing because it indicates that the Spectacular is built in 4 months and then will not be operational for 12 to 18 months thereafter. Please clarify.	The reference to a four-month time frame is an error. The intended 12-18 month time frame will allow for completion of any required environmental review process and all permitting, as well as construction. However as soon as all permits have been secured and the sign is built and operational, the sign can begin operation. It is the City's stated desire to have the spectacular operational as soon as possible.
64	Interstate Outdoor Advertising, LP	On page 18, Section 4, the RFP requires photo simulations and 3-D renderings. Can the City explain what the differences are between these two requirements?	Photo simulations are renderings which use an actual photograph as background, with images added to it to show future conditions, such as the new sign structure. Renderings are typically completed stylized depictions that may or may not include photography
66	McCarty Holsaple McCarty, Inc.	Please elaborate on the determination of the aggregate maximum of 1000 Sf for all digital display elements/500 sf for non-digital elements. This is questioned as a concern that this area limitation may not be able to achieve the outcome as described in the RFP which may require considerably more to be financially viable.	Please see response to question #43.

67	McCarty Holsaple McCarty, Inc.	When will a shortlist be determined and published?	Based on the current schedule, the short list will be determined the week of January 11, 2016. The proposers on the short list will be asked to prepare public display materials and the list will be published thereafter in order to prepare the public presentation of finalists on February 9 and 10, 2016.
68	Becker Boards	Is there a renewal option at the end of the five (5) year term?	Yes, an extension for an additional 5 years is available at the City's discretion, per page 31 of the RFP. Please see response to question #58.
69	Becker Boards	Is the 1,000 square foot for digital sign area for both faces combined or for each face individually?	Please see response to question #43. The total sign area for advertising is 1500 square feet, of which up to 1000 SF is allowed for digital display, and the remainder (500 SF) for non-digital display. This is the advertising display total for all signage, regardless of the number of signs or sign faces proposed.