



REQUEST FOR PROPOSALS (RFP) NO. 11-24-029-00

STATION ADVERTISING REVENUE PROGRAM

IMPORTANT DATES

RFP ISSUED	January 14, 2011
PRE-PROPOSAL CONFERENCE	January 27, 2011
REQUESTS FOR CLARIFICATION DEADLINE	February 3, 2011
PROPOSAL DEADLINE	February 14, 2011
INTERVIEWS (Tentative)	March 3, 2011
AWARD DATE (Tentative)	April 13, 2011



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1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The public agency issuing this RFP is the Riverside County Transportation Commission (“Commission” or “RCTC”). The Commission was created pursuant to California state law, and is responsible for: 1) Coordinating state highway planning; 2) Adopting regional Short Range Transit Plans; 3) Coordinating transit services; 4) Allocating Transportation Development Act funds; and 5) Coordinating county highway and transit plans with regional and state agencies. The Commission is also the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Congestion Management Program, and the Measure A half-cent sales tax for transportation.

With the passage of Measure A in 1988, \$100 million was identified and committed to the development and implementation of a commuter rail system to serve Riverside County residents and, as a result, the Commission participates in the ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as Metrolink. The Commission owns and operates all five (5) commuter rail stations serving Riverside County, and it is planning to add four (4) additional rail stations and a transit center in the near future.

1.2 Background

The Commission is seeking proposals from qualified advertising sales firms to implement a turn-key advertising revenue program at no cost to the Commission. The Commission seeks to generate revenue from available advertising space at its five commuter rail stations and the Perris Transit Center located in Riverside County. The awarded firm shall plan and establish, solicit, place, administer, and manage and maintain advertisements for the space available at the stations under a comprehensive station advertising revenue program, as is further detailed in the attached Statement of Work (*see Appendix A Statement of Work*).

Accordingly, the Commission seeks a competitive solution to meet the above described requirements, and is hereby issuing this Request for Proposals (RFP) No. 11-24-029-00. Proposers are strongly encouraged to visit each station to accurately determine and maximize the available advertising space.

The Commission is planning the construction of up to three additional commuter rail stations as part of the Metrolink Perris Valley Line (PVL) extension. The PVL will be in operation in the near term future, however, these sites are not included in this solicitation. The new PVL stations may be added to the Statement of Work at the time they become operational.

2.0 GENERAL INFORMATION

2.1 Definitions

- 2.1.1 Proposer: Party or parties submitting a proposal in response to the subject Request for Proposals, hereinafter also referred to as "Offeror," "Contractor" or "Consultant."

3.0 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Thursday, January 27, 2011 at 2:00 p.m. in the Commission's Conference Room 'A', located at 4080 Lemon Street, 3rd Floor, Riverside, California 92501. Though the conference is not mandatory, all prospective Proposers are strongly encouraged to attend.

4.0 INSTRUCTIONS TO OFFERORS

4.1 Pre-Contractual Expenses

The Commission shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the Commission any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

4.2 Contract Type

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a Revenue Sharing contract for each contract year for the work set forth in the Statement of Work, Appendix A.

4.3 Period of Performance

The contract term or period of performance shall be for a five (5) year base period with a single five (5) year option to extend the agreement for a total period of performance of up to ten (10) years. The option term may be exercised by the Commission, at its sole discretion, with prior written notice to the Contractor.

4.4 Informed Proposer

Proposers shall review the Sample Contract Form (Appendix C) for a complete understanding of all terms and conditions included therein. Proposers are expected to be fully aware of the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

4.5 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 4.5.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (*Appendix A*).
- 4.5.2 Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.
- 4.5.3 Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission.
- 4.5.4 Will comply with all requirements set forth in this RFP and in the ensuing contract, if awarded.
- 4.5.5 Has reviewed the attached Sample Contract Form (*Appendix C*) and, other than through the request for clarification process described below in paragraph 4.7, will not seek to alter or revise its terms and conditions.
- 4.5.6 Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (Sample Contract Form, *Appendix C*).
- 4.5.7 Will comply with:
 - The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 *et seq.*).
 - Statutory requirements relating to “Whistleblower” requirements (California Labor Code Sections 1101 *et seq.*).
 - Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).
 - Statutory requirements related to “prevailing wage” requirements (California Labor Code, Sections 1720 *et seq.*).

4.6 Addenda

The Commission reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the Commission’s website. Since such posting of addenda on the Commission’s website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission’s website routinely for relevant postings. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render that proposal non-responsive.

4.7 Requests for Clarification

4.7.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work (*Appendix A*) or terms and conditions set forth in this RFP must be submitted in writing via fax at (951) 787-7906, email at mwallace@rctc.org, or via regular mail to the Commission’s offices listed above.

All such requests should reference the subject RFP number and title, and must be received by the Commission prior to 2:00 p.m. on Thursday, February 3, 2011.

4.7.2 Commission Response

The Commission will respond to all written questions within a reasonable time. If a change to the RFP documents is required, a written addendum will be issued. Responses to written questions and addenda will be posted on the Commission's website. Therefore, all potential proposers to this subject RFP are encouraged to check the Commission's website frequently. The Commission will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

4.7.3 Exceptions or Clarifications to Sample Contract Form

Proposers shall familiarize themselves with the Sample Contract Form (*Appendix C*). The Commission intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should a Proposer have concerns, questions, or recommended changes to the Sample Contract Form requirements, those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as set forth in paragraph 4.7.1. The Commission will review Proposer's concerns/recommendations and may post on the Commission's website Proposer's request and any comments from the Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Proposer. Changes to the Commission's Sample Contract form shall be made at the Commission's sole and absolute discretion.

4.8 Withdrawal of Proposal

A Proposer may withdraw its proposal before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to the Commission's Procurement Officer, designated above under paragraph 4.7.1.

4.9 Commission Rights

The Commission may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the Commission to issue a contract to implement this procurement.

Furthermore, the Commission reserves the right to:

- 4.9.1 Accept or reject any and all proposals, or any item or part thereof, at its discretion.
- 4.9.2 Make an award for a portion of the Statement of Work.
- 4.9.3 Award contracts to one or more contractor(s).
- 4.9.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.

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- 4.9.5 Issue a subsequent or concurrent RFP.
 - 4.9.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
 - 4.9.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
 - 4.9.8 Postpone RFP openings for its own convenience.
 - 4.9.9 Remedy or overlook technical errors in the RFP process.
 - 4.9.10 Appoint an evaluation committee to review RFPs.
 - 4.9.11 Seek the assistance of outside technical experts.
 - 4.9.12 Approve or disapprove the use of particular subcontractors.
 - 4.9.13 Establish a short list of Proposers eligible for interview after review of written RFPs.
 - 4.9.14 Negotiate with any, all, or none of the respondents to the RFP.
 - 4.9.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
 - 4.9.16 Accept other than the lowest monetary offer.
 - 4.9.17 Award a contract based upon initial offers.
- 4.10 The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.
- 4.11 Public Records Act
- 4.11.1 All records, documents, drawings, plans, specifications and other materials submitted by contractor(s) in its proposal and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this act.
 - 4.11.2 The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.
 - 4.11.3 The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including

interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

- 4.11.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the Commission in such litigation.

4.12 Protest Procedures

The Commission has on file a set of written protest procedures applicable to the solicitation. They may be obtained by contacting the designated Procurement Officer by fax at 951-787-7906. Any protest filed by a firm in connection with this RFP must be submitted in accordance with the Commission's written procedures.

4.13 Prohibited Prior Work

Any person or entity that has substantially assisted the Commission, or a consultant duly engaged by the Commission in preparing any aspect of the RFP or any cost estimate associated with this procurement, is prohibited from submitting a proposal in response to this RFP. Consultants that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified.

4.14 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the Commission, other than the Procurement Officer named in this RFP. Neither proposers, nor anyone representing a proposer, is to discuss this RFP with any consultant engaged by the Commission for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the consultant even if the contract has already been awarded.

4.15 Use of Subcontractors

- 4.15.1 The proposer awarded a contract by the Commission must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the Commission. The Commission reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).
- 4.15.2 With prior approval of the Commission, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint

participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the Commission or any obligation on the part of the Commission to pay, or to be responsible for the payment of, any sums to the subcontractors.

4.15.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the Commission will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the limitations and documentation requirements of resultant agreement.

4.15.4 Upon written request from the Commission, the contractor shall supply the Commission with subcontractor agreements.

5.0 INSURANCE REQUIREMENTS

All Consultants doing business with the Commission are required to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract Form (Appendix C). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Award and prior to the commencement of any work under the terms of the contract.

6.0 PROCUREMENT SCHEDULE

6.1 Request for Clarification(s)

Deadline for requests for clarification, pursuant to paragraph 4.7 above, is 2:00 pm on Thursday, February 3, 2011.

6.2 Proposal Deadline Date

6.2.1 Proposals must be received at the offices of the Commission prior to 2:00 pm on Monday, February 14, 2011.

Attention: Matt Wallace, Procurement and Assets Administrator
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

6.2.2 Proposals that are mailed through either regular or expedited mail service should be addressed to the Commission as listed above and must be delivered to the Commission prior to the stated deadline.

6.2.3 Proposals received after the specified date and time may be considered non-responsive and returned to senders unopened.

6.3 Contract Award

6.3.1 Tentative Contract award date is April 13, 2011. Prior to presenting this item to the Commission for award authorization, the Commission's Budget and Implementation

Committee will review the item on March 28, 2011. If necessary, please contact the Procurement Officer for further detail or updates regarding this process.

- 6.3.2 At its sole discretion, the Commission may notify proposers of award recommendation information by mail, e-mail or fax. Failure to so notify any proposer shall not impact, alter or invalidate the Commission's action.

7.0 SUBMITTAL REQUIREMENTS

7.1 Proposal Content and Format

Please utilize the boxes below ("☐") as a checklist to ensure a complete response to the RFP.

- 7.1.1 Proposals shall be typed and submitted on 8½ x 11 inch paper. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.
- 7.1.2 Revenue proposals should be clearly marked "**RFP No. 11-24-029-00**".
- 7.1.3 An original and four (4) copies of all materials are to be submitted.
- 7.1.4 Proposals must include the following tabbed sections, organized as indicated below:

TAB 1 - Proposal Letter

- Proposal Letter. The proposal letter included herein as Appendix 'E' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract. Please ensure that any addenda issued by the Commission have been acknowledged.

TAB 2 - Firm Experience and Qualifications

This section of the proposal should establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects, and supportive client references.

This section should include, at a minimum:

- Firm Profile. Provide a brief description of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Financial Condition. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

- Firm's Experience. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe the firm's top five revenue generating contracts comparable to the Commission's size, over the last five years and the amount of revenue generated per contract per year. Describe experience working with various governmental agencies.
- Identify Subcontractors. Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- References. Provide five (5) references on the attached Project Reference Form (Appendix G) from public agencies or private organizations, which demonstrate Offeror's past and present performance. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.

TAB 3 - Proposed Staffing & Project Management

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposer shall demonstrate organization and personnel resources availability to ensure a timely response to Commission requirements.

- Provide education, experience, and applicable professional credentials of project staff. Furnish brief resumes (not more than two pages each) for the proposed Project Manager and other key personnel.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignments, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written approval from the Commission.

TAB 4 - Work Plan

Offeror should provide a narrative, which addresses the Statement of Work, and shows Offeror's understanding of the Commission's needs and requirements.

- Describe the approach to completing the tasks specified in the Statement of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule. The Work Plan should include:
 - A. Proposed number and type of placements for each station;
 - B. Anticipated revenue from each placement;
 - C. Total cost of installation of asset inventory;
 - D. Total anticipated investment by Offeror and revenue for each year of ten year period of performance.
 - E. Maintenance Plan
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- Furnish a project schedule for completing the tasks described in the Statement of Work in terms of elapsed weeks from the project commencement date.
- Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- Offeror is encouraged to propose enhancements or procedural or technical innovations to the Statement of Work that do not materially deviate from the objectives or required content of the project.

TAB 5 – REVENUE PROPOSAL

- As part of the revenue proposal, the Offeror shall submit the Revenue Proposal Form included hereunder as Appendix 'I'.

The Offeror shall provide a Station Advertising Revenue Program proposal under which the Commission receives a quarterly payment based upon the gross revenues generated by the Offeror under the terms of the Agreement.

TAB 6 - REQUIRED FORMS

The required submittal forms listed above must be included with the proposal. The forms shall be prepared using the copies provided with the RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

In addition to the forms listed above, the Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal:

Appendix D – CAMPAIGN CONTRIBUTION CERTIFICATION

Appendix F – CONSULTANT INFORMATION FORM

8.0 EVALUATION OF PROPOSALS

8.1 Basis of Award

Any proposals submitted in response to this RFP will be evaluated in accordance with the stated evaluation criteria. An award will be made to the firm that provides the Commission with the best overall value, technical approach and proposed revenue plan.

8.2 Minimum Qualifications

Consultant's key staff/project manager must have provided continuous advertising services, based upon the requirements contained herein, for at least five (5) years.

8.3 Evaluation Criteria – Qualifications, Experience, Understanding & Approach, and Price

8.3.1 Award will be made to that Proposer whose proposal contains the combination of the criteria listed below offering the best overall value to the Commission. This will be determined by comparing differences in the value of the Proposers' respective approaches, relevant professional experience and differences in proposed revenue sharing plan. In making this comparison between proposers the Commission is concerned with striking the most advantageous balance between the proposers' respective approaches, relevant professional experience and proposed revenue sharing plans.

8.3.2 Evaluation Criteria – The evaluation criteria consists of individual criterion that are listed below in descending order of relative importance - Work Plan being the most important element.

➤ **Work Plan**

Depth of Proposer's understanding of Commission's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadlines; reasonableness of proposed schedule; utility of suggested innovations.

➤ **Revenue**

Reasonableness of the total revenue and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted.

➤ **Qualifications of the Firm**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strengths and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

➤ **Staffing and Project Management**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

8.4 Evaluation Procedures

An Evaluation Committee will be appointed to review all proposals received that meet the minimum qualification requirement of five years of relevant experience. Firms with less than five years of relevant experience may be eliminated from further consideration in the competitive process. The Evaluation Committee will be comprised of Commission staff and may include personnel from stakeholder agencies and other consultants to the Commission. The Evaluation Committee members will read the proposals separately then convene to receive input on reference checks, and to discuss and evaluate the written proposals. The Commission may invite the shortlisted firms to an interview, if deemed necessary, and provide additional direction as to its conduct and content. The Commission reserves the right, however, to evaluate and recommend an award based solely upon written proposals offered by qualified firms.

Following the interviews, if scheduled, the Evaluation Committee will further discuss and evaluate the presentations and responses to questions using the same set of evaluation criteria as used for the proposals. A final determination and recommendation for award will be made by the Evaluation Committee.

9.0 AWARD

The Evaluation Committee will submit, with the approval of the appropriate Committee of the Commission Board, as may be applicable, its recommendation for the Offer(s) considered to be the most advantageous to the Commission's Board for consideration and authorization.

The Commission reserves the right to not award individual elements of the requirements should the Commission believe that it is in their interest to obtain a requirement through some alternate means. The contents of the proposal submitted by the successful Proposer will become part of its contractual obligation and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Award of the contract by the Commission shall not be considered final until any and all protests have been resolved to the satisfaction of the Commission.

10.0 DEBRIEFINGS

Proposers who submit a proposal in response to this RFP shall be notified in writing regarding the results of the selection recommended by the Evaluation Committee. Unsuccessful Proposers may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers who wish to be debriefed should request a debriefing within ten (10) calendar days after formal notice of intent to award the contract.

APPENDIX A – STATEMENT OF WORK
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

1.0 GENERAL INFORMATION

1.1 Background

- 1.1.1 In establishing this Agreement, the Commission intends to generate revenue from the available space located at its five (5) commuter rail stations and the Perris Transit Center and increase vending revenue at no cost to the Commission.
- 1.1.2 Consultant shall provide all labor and labor supervision, tools, equipment, transportation, and supplies necessary to successfully provide a turn-key advertising revenue program at no cost to the Commission. The turn-key program shall include advertising graphics production, account management, design, installation, and maintenance, as described herein.
- 1.1.3 Consultant shall conform to the Commission's Commercial Advertising Policy and Content Guidelines.
- 1.1.4 Consultant shall refuse advertising of tobacco and/or alcoholic beverage products and sexually explicit copy on any advertising space.
- 1.1.5 The Commission's purpose in allowing advertising is to raise revenue, not to allow public speech. Consultant shall limit advertisements to those advertisements that propose a commercial transaction. Consultant shall refuse political advertisements or issue oriented advertisements (for example: pro choice or anti-choice advertisements, religious advertisements, etc.)
- 1.1.6. The successful Consultant will be responsible for soliciting advertisers to buy advertising in and around the Commission's commuter rail stations and the Perris Transit Center in Riverside County. The Consultant shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office serving the Southern California area including:
 - 1.1.6.1 An experienced local ad sales force with the capability of acquiring national advertising accounts; and

- 1.1.6.2 An office facility and work force capable of assuring proper installation, maintenance, and removal of advertising displays on revenue equipment.

2.0 SCOPE OF SERVICES

Consultant shall perform various advertising tasks at all Commission rail station properties including, but not limited to:

2.1 Station Advertising Revenue Program Services

- 2.1.1 Marketing and selling advertising packages. Solicit advertising in an effort to completely sell all available space authorized by this Agreement.
- 2.1.2 Create high traffic advertising placement and create secure and aesthetically attractive advertisements and points of sale.
- 2.1.3 Production of banners, floor graphics, wallscapes.
- 2.1.4 Graphics design for all advertising programs.
- 2.1.5 Management services: oversee all necessary personnel, maintenance, and installation.
- 2.1.6 Portfolio management: manage all advertiser accounts.
- 2.1.7 Increase vending revenue
- 2.1.8 No less than ten percent (10%) of available fixed advertising space at each station shall be reserved to exclusive use at the discretion of Commission.
- 2.1.9 If the Commission decides to use any such advertising space, Consultant agrees to install the Commission's advertisements at no charge within ten (10) days after receipt and to remove all advertising within three (3) days of the specified removal date.

2.2 Installation Services

- 2.2.1 Install media enclosures and fixed signage in mutually agreed locations at no cost to the Commission, including but not limited to framed, mounted advertising panels, backlighting, billboards, digital signage, and banners.
- 2.2.2 Each ad placement shall be installed: 1) free from wrinkles, blisters, or similar defects; 2) displayed properly; and 3) present a sharp, clear, and clean appearance.
- 2.2.3 No advertisement/placement will be allowed to interfere with any safety devices, signs, lights, signals, identification numbers, or distinctive logos at the commuter rail stations. This includes, but is not limited to, reflective materials, side reflectors, and other features. In addition, advertisements cannot interfere with the normal utilization of vents, glazing, ladders, windows, doors, and other equipment that may require regular preventive maintenance.

2.2.4 Production and installation of no less than one (1) vending machine enclosure capable of accommodating at least two (2) machines of current configuration at each station. (If unable to provide enclosure and Commission provides enclosure, then the Commission shall deduct \$2,027.00/year per enclosure from Consultant's annual share of gross revenue, if not included in bid). One side shall be dedicated to Commission messaging.

2.2.5 Consultant must provide the following Icon Enclosure, OR EQUAL:

- Product #: RC04-Dual Machine Enclosure/No Security Door
- Option #: ADP01 Ad Panel Kit
- Option #: BB01 Header Display

2.2.5.1 AN APPROVED EQUAL may be allowed as a substitute for the above-described unit, however, prior written authorization to substitute the Icon enclosure specified above must be received by the Procurement Officer prior to the request for clarification deadline on February 3, 2010.

2.2.6 Installation and removal of advertisements shall be done by Consultant at Consultant's sole expense. Installation and removal at the Commission-owned commuter rail station sites shall be performed by Consultant Monday-Friday between 9:00 am and 2:30 pm, unless prior approval is obtained from the Commission. Consultant shall be responsible for, at no cost to the Commission, any repairs required as a result of installation or removal of advertisements. This includes, but is not limited to, any paint damage, resulting from the removal of direct application advertisements.

2.3 Maintenance Services

2.3.1 Consultant shall maintain and repair, at its sole cost and expense, all equipment and advertising space provided by or on behalf of Consultant for the term of this Agreement in accordance with the provisions below.

2.3.2 Consultant shall maintain an attractive appearance for all of the advertisements at every station. Consultant shall maintain clean and not worn, tattered or defaced advertising displays. Each advertisement shall be free from wrinkles, blisters or similar defects and shall present a sharp and clear appearance.

2.3.3 If requested in writing by the Commission, an advertisement, shall be removed by Consultant within forty-eight (48) hours of receipt of written request at no cost to the Commission.

2.3.4 Consultant shall remove date sensitive advertisements within one (1) week after expiration. Failure to remove date sensitive advertisements within one (1) week after expiration may result in the Commission removing the advertisements and assessing the cost for removal to Consultant.

3.0 CONSULTANT OBLIGATIONS

3.1 Notifications and Response Time(s)

- 3.1.1 Consultant shall assume an appropriate level of advertising staffing and workforce capable of ensuring proper installation and removal of advertising material
- 3.1.2 An advertiser's placement, shall be removed by Consultant within 48 hours of receipt of written request from the Commission at no cost to the Commission.
- 3.1.3 Consultant and Consultant's subcontractors shall provide the Commission with 24-hour contact number(s) for Consultant's key personnel and an acceptable means of emergency "on-call" communication with the Commission's designated project manager.
- 3.1.4 Consultant's offices shall have voice, fax and e-mail capability.
- 3.1.5 The Commission's designated Project manager shall be notified, in advance, if Consultant and/or its subcontractors intend to be on or have employees on Commission-owned property at times other than regularly scheduled work times.
- 3.1.6 Consultant and/or its subcontractors are to immediately notify the Commission's designated project representative of any unsafe or questionable condition that exists on any Commission property. The designated Commission representative will then notify the necessary parties.

3.2 Reporting

- 3.2.1 The Consultant shall provide the Commission with a regular quarterly report regarding the fixed percentage of the gross advertising revenue generated by Consultant under the program.
- 3.2.2 Upon request, Consultant shall furnish to the Commission a copy of each contract entered into by Consultant for advertising space at all of the stations during the term of this Agreement. Terms and conditions of sales of advertising shall be at the sole discretion of Consultant, subject to the terms and conditions of the Agreement and the Commission's adopted advertising policy.
- 3.2.3 The Consultant shall establish a schedule of rates applicable to the sale of advertising space for various station placements. The Consultant shall forward such rates to the designated Commission project Manager within three (5) days of the issuance of the initial notice to proceed, and within fifteen (15) days of any changes during the course of this Agreement.

3.3 Advertising Asset Inventory

3.3.1 Approval of Advertising Placements

The Commission shall approve **all** advertising placements, exhibit material, announcements, or any other display and their manner of presentation prior to placement of such ads. Accordingly, all advertising displays at any time placed on any Commission equipment by the Contractor shall be deemed acceptable to the Commission only by advance written approval by the designated Commission representative. The Commission's determination to approve or disapprove advertising will be based on the guidelines set forth in this RFP, including the Commercial Advertising Policy (see Appendix H) adopted by the Commission.

3.3.2 Ownership and Title to Asset Inventory

Consultant shall retain title to all asset inventory it provides under the terms of the program pursuant to this Agreement until the Agreement expires or is terminated pursuant to the terms and conditions of the Agreement. If the Agreement either expires or is terminated, the Commission may choose to: 1) elect to have all Consultant-provided inventory and associated equipment removed and all affected areas returned to a safe, finished condition to the Commission's satisfaction at the Consultant's expense; or 2) transfer title of the assets to the Commission at which time title to the assets shall transfer to the Commission free and clear of all encumbrances through negotiated purchase from the Consultant based on the depreciated or current market value of the asset inventory.

3.4 Program Review

Consultant and Commission may meet and confer annually, or as requested by either party, regarding the operation of the Program, including the status of existing, planned and prospective placements.

4.0 COMPENSATION STRUCTURE

4.1 Revenue Sharing

Compensation by the Consultant to the Commission shall be based on the gross advertising revenue sharing structure proposed by the successful contractor and accepted by the Commission.

4.2 The term Gross Advertising Revenue means all monies and remunerations received from the sale of advertising space by the Consultant in its operations as permitted under the Agreement.

4.2.1 Gross advertising revenue shall be calculated on an accrual basis, (i.e., amounts are pro-rated to the time periods which correlate to the time periods during which the advertising is displayed).

End of Statement of Work

APPENDIX B – STATION LOCATIONS AND RIDERSHIP INFORMATION
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

STATION LOCATIONS AND RIDERSHIP INFORMATION

West Corona Metrolink Station
155 S. Auto Center Dr
Corona, CA

North Main Corona Station
250 E. Blaine Street
Corona, CA

La Sierra Station
10901 Indiana Ave
Riverside, CA

Riverside Downtown
4066 Vine Street
Riverside, CA

Pedley Station
6001 Pedley Road
Riverside, CA

Perris Transit Center
121 S. C Street
Perris, CA 92570

RIDERSHIP SUMMARY

	A.M. Peak Period Daily Ridership	Annual Ridership	Estimated Total Impressions/Year (Annual Ridership plus Bus/Carpools, Passthroughs, off peak ridership, etc.)
Riverside			
Riverside – Downtown	491	122,750	196,400
Pedley	167	41,750	66,800
Inland Empire			
Riverside – Downtown	461	115,250	184,400
Riverside – La Sierra	406	101,500	162,400
North Main Corona	580	145,000	232,000
West Corona	253	63,250	101,200
91-LA			
Riverside – Downtown	128	32,000	51,200
Riverside – La Sierra	143	35,750	57,200
North Main – Corona	233	58,250	93,200
West Corona	111	27,750	44,400
Perris Transit Center	N/A	N/A	257,500
TOTAL	2,973	743,250	1,446,700

APPENDIX C – SAMPLE CONTRACT FORM
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR STATION ADVERTISING REVENUE PROGRAM
SERVICES
WITH [__CONSULTANT__]**

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2011, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [__NAME OF FIRM__] ("Consultant"), a [__LEGAL STATUS OF CONSULTANT e.g., CORPORATION__].

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services and work required by the Commission on the terms and conditions set forth in this Agreement.

2.2 Consultant represents that it is a professional consultant, experienced in providing advertising planning, solicitation, placement, administration, management and maintenance services and work to public clients, is licensed in the State of California, and is familiar with the plans of the Commission.

2.3 The Commission desires to engage Consultant, at no cost to the Commission, to render certain services and work required to establish and fill advertising space at Metrolink stations owned by Commission ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees, at its sole cost and expense, to furnish to Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this

Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be five (5) years from the date first specified above, unless earlier terminated as provided herein. Commission shall have the option, in its sole and absolute discretion, to extend the term of this Agreement for one (1) additional five (5) year period. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Upon request of Commission, Consultant shall provide detailed schedules for the Services, and shall comply with any such schedules agreed upon in writing by Consultant and Commission. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows:

3.7 Commission's Representative. Commission hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and workmanlike manner, if performing Services related to installation, maintenance, repair or removal of advertising, and in a skillful and competent manner, if performing Services related to advertisement design, production, sale, or management, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for

all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees, consultants, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. **[Reserved.]**

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees, consultants, and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees, consultants and agents, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees, consultants and agents shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees, consultants and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Consultant or for which Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees, consultants and agents, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees, consultants and agents shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees, consultants and agents for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

(D) Railroad Protective Liability. In addition to any other forms of insurance required under this section 3.12, Consultant shall be required to acquire and keep in force railroad protective liability insurance in connection with any construction activities undertaken with respect to the Services either directly by Consultant or by its subcontractors. Such railroad protective liability insurance shall be in an amount no less than \$5,000,000 (combined single limit) and shall be kept in force during the entire period of such Services. The railroad protective liability coverage shall comply with all applicable provisions of Section 3.12 of this Agreement.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees, consultants and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees, consultants and agents; or, (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish the Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, its directors, officials, officers, employees, consultants, volunteers and agents.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. Consultant shall comply with all applicable specifications related to safety measures applicable to work conducted by Consultant. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Revenue Sharing and Payment to the Commission.

3.14.1 Revenue Sharing. Consultant shall pay to the Commission, within thirty (30) days following the end of each year within the term of this Agreement, as further set forth in Exhibit "B", the percentage of gross advertising revenue due to the Commission on a quarterly basis.

3.14.2 Quarterly Statement. Consultant shall submit to the Commission a statement with its quarterly payment, described in Section 3.14.1 above, which indicates the Services rendered by Consultant, and advertising revenue generated as a result of such Services.

3.14.3 Reimbursement for Expenses. Consultant shall not be entitled to any payment from the Commission under this Agreement, and Consultant shall not be reimbursed for any expenses under this Agreement.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and revenue generated under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. The Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, the Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information or advertisements of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Payment Due on Termination. Upon termination, Consultant shall pay the Commission the greater of: (1) the percentage of net advertising revenue due to the Commission generated through the effective date of termination; or (2) the prorated portion of the minimum amount of revenue guaranteed to be paid to the Commission through the effective date of termination, as further set forth in the attached Exhibit "B". Consultant may not terminate this Agreement except for cause.

3.16.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Attn: _____

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for the Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that the Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

The Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

3.18.2 Intellectual Property. In addition, the Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by the Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of the Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

The Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to

the related industry shall be deemed confidential. Consultant shall not use the Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. This Section 3.21 shall survive any expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of the Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees, consultants and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

As may be applicable, and in accordance with the requirements of California Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Consultant, and Consultant shall make all such records available for inspection at all reasonable hours.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 Consultant's Labor Certification. By its signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. A certification form for this purpose, which is attached to this Agreement as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Agreement.

3.33 No Waiver. Failure of the Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.34 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to the Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any subcontractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.35 No Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

3.36 Incorporation of Recitals and Exhibits. The recitals set forth above and Exhibits "A" through "C" are incorporated into this Agreement by reference as though fully set forth herein.

3.37 Personnel and Use of Site(s)

3.37.1 Consultant shall not employ on any Services any unfit person or anyone unskilled in the work assigned to him, and Consultant shall at all times keep the Project sites, including any storage areas used by it, free from accumulation of waste materials, trash or rubbish. All material shall be removed from each Project site by the end of each work day. Neither new nor used materials shall be stored on site. All materials

that are replaced shall be properly disposed off-site by Consultant in accordance with all environmental requirements. Commission's dumpsters shall not be used for this purpose.

3.37.2 Consultant shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the directions of the Commission's designated Project manager and, upon completion of work for the Commission, Consultant shall leave the work and premises in a condition satisfactory to the Commission's designated Project manager.

3.37.3 Consultant shall preserve and protect from damage all existing monuments, utilities, structures, and hardscape. Consultant shall be responsible for damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by Consultant at no cost to the Commission.

3.37.4 Any concerns expressed by Consultant, adjacent property owners or government officials regarding acceptable conditions or procedures on Commission-owned property shall be resolved by consultation with the Commission's designated Project manager, prior to work starting.

3.37.5 At the end of the Agreement's term, Consultant shall cooperatively participate in the transition of these Services to a new consultant, if necessary. If a transition to a new consultant occurs, the existing Consultant agrees to make reasonable efforts to maintain levels of Services without degradation to the Services. These efforts are to ensure a smooth transition of the Services and to eliminate any disruption of the Services.

3.37.6 Consultant shall conduct the Services in such a manner to, at all times, avoid any disruption, interference or inconvenience to Metrolink passengers and persons utilizing the Metrolink stations.

3.38 Safety

3.38.1 Consultant and any subcontractors of Consultant performing Services for the Commission are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, Consultant and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Project site area under this Agreement.

3.38.2 Maintenance activities for the advertisements at the Commission-owned commuter rail stations shall be performed in a safe and efficient manner and shall comply with all local, state, and federal requirements. Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with

such maintenance. Consultant and subcontractors and their employees will be expected to wear approved safety equipment and follow all relevant safety rules and guidelines.

3.38.3 Consultant shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc. required to adequately protect the public during the performance of Services.

3.39 Labor and Materials

3.39.1 Consultant shall provide, at its sole cost and expense, all labor, materials, tools, materials, equipment, services and work required to perform the Services, including installation, removal, repair, and replacement of all advertisements, as necessary, regardless of height. Necessary tools and equipment shall include but not be exclusive to ladders, ladder trucks, aerial lifts, scaffolding.

3.39.2 Consultant shall provide, at its sole cost and expense, all storage space needed for performance of the Services at an off- site location. Commission facilities shall not be used for the storage of any material, tools or equipment required to perform the Services.

3.39.3 All replaced material shall be made available to the Commission upon the Commission's request.

3.39.4 Unless otherwise specifically noted, Consultant shall provide and pay for all labor, materials, equipment, tools, utilities not provided by the Commission, transportation and other facilities and services needed for the proper execution and completion of the Services.

3.39.5 All materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Commission's Representative or his designee.

3.39.6 Materials being replaced shall be replaced with the same make and model or an approved equal. All "OR EQUALS" must be approved by the Commission's Representative or his or her designee.

3.39.7 Any material or equipment not conforming to the Commission's requirements or found to be damaged or defective at the time of delivery shall be replaced by Consultant, at Consultant's sole cost and expense.

3.39.8 If Consultant fails to promptly comply with any order of the Commission's designated Project manager to replace or repair damaged or defective material, equipment or work, or any damage to the Commission's property resulting from performance of the Services by or on behalf of Consultant, the Commission's designated Project manager shall provide written notice to Consultant, and the Commission may, but shall not be required to, complete such work and invoice Consultant for

the actual costs thereof. Consultant shall pay any such invoice within thirty (30) days of receipt from the Commission.

3.39.10 As may be applicable, all guarantees and warranties obtainable by Consultant from manufacturers and vendors of equipment, in the performance of this Agreement, shall be extended to the Commission to the full extent of their terms.

3.40 Workmanship

3.40.1 Consultant shall provide adequate supervision, and take necessary measures to ensure that all Services are completed in a skillful and workmanlike or skillful and competent manner, as applicable, as set forth in the Agreement. All Services performed hereunder shall be performed by qualified, careful and efficient workers. In the event of substandard workmanship or defective materials furnished by Consultant, as may be determined by inspection of the Commission, or in the event of poor working performance as may be determined by the Commission's designated Project manager, the Commission may at any time, require Consultant to expeditiously remedy such failure or defect, at no cost to the Commission.

3.40.2 Workmanship may be determined to be substandard if the work is incomplete, inadequately installed or supported, poorly fitted or sealed, damaged, improperly finished, or installed in a manner that the operation or the maintainability of the installation is impaired beyond the limits specified or indicated by the Agreement.

3.40.3 Poor working performance may be determined to exist if any of Consultant's employees fail to complete the Services within the time allocated to do so. For certain Services, particularly emergency work, Consultant shall perform the work as expeditiously as possible, with a crew sized to ensure each worker has tasks to perform and with as little lost time as allowed by conditions.

3.40.4 Claims of defective materials, inadequate workmanship or poor working performance will be first made to Consultant's job site foreman. In the event the situation cannot be remedied at the job site, a written claim will be made to Consultant's home office. Commission may, but shall not be required, to remedy any such defective work and invoice Consultant for the actual cost thereof.

3.40.5 Consultant shall employ only competent, careful and orderly employees. If the Commission determines that an employee is detrimental to the performance of the Services, not

qualified to perform the assigned Services or guilty of improper conduct, the Commission may require removal of such employee.

3.40.4 The Commission shall be entitled to inspect work for compliance with the foregoing standards. Any corrections required in order to comply with the standards, or as may be required for the safety of the public, shall be completed within ten (10) calendar days.

3.41 Key Personnel and Qualifications

3.41.1 Key personnel shall be available to the extent proposed for the duration of the Project and no person designated as “key” to the Project shall be removed or replaced without the prior written concurrence of the Commission. This includes subcontractors that are considered “key” to the successful execution of this Project.

3.41.2 Qualifications applicable to all positions:

3.41.2.1 All vehicle equipment operators must have and maintain appropriate licenses for the operation of such equipment.

3.41.2.2 Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations.

[Signatures on the following page]

**SIGNATURE PAGE TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR STATION ADVERTISING REVENUE PROGRAM SERVICES
WITH [___CONSULTANT___]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
[INSERT NAME OF CONSULTANT]**

By: _____
Gregory S. Pettis, Chair

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

APPENDIX D – CAMPAIGN CONTRIBUTION CERTIFICATION

REQUEST FOR PROPOSALS NO. 11-24-029-00

STATION ADVERTISING REVENUE PROGRAM

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Carie Covell, City of Blythe
Ella Zanowic / Jeff Hewitt, City of Calimesa
Mary Craton / Barry Talbot, City of Canyon Lake

Greg Pettis / Kathleen DeRosa, City of Cathedral City
 Eduardo Garcia / Steven Hernandez, City of Coachella
 Karen Spiegel / Steve Nolan, City of Corona
 Scott Matas / Russell Betts, City of Desert Hot Springs
 Adam Rush / Ike Bootsma, City of Eastvale
 To Be Appointed / Eric McBride, City of Hemet
 Patrick J. Mullany / Larry Spicer, City of Indian Wells
 Glenn Miller / Ben Godfrey, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Wallace Edgerton / Darcy Kuenzi, City of Menifee
 To Be Appointed / Jesse Molina, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Berwin Hanna / Kathy Azevedo, City of Norco
 To Be Appointed / Cindy Finerty, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Al Landers, City of Perris
 Scott Hines / Gordon Moller, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 Scott Miller / Andrew Kotyuk, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 To Be Appointed / Bridgette Moore, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER:

Signature of Bidder

Name

Title

Company

APPENDIX E – PROPOSAL LETTER
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

**RIVERSIDE COUNTY TRANSPORTATION AUTHORITY
4080 LEMON STREET
THIRD FLOOR
RIVERSIDE, CA 92501**

**SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM**

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Commission all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Commission prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor,

- E. Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

No.	Date	Initials

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's License No.: _____ N/A

License Expiration Date: _____ N/A

Classification Type: _____ N/A

Phone: _____ Fax: _____

_____ e-mail address :

Signature of Authorized Official

Type or Print
Name

Title

Date

being duly sworn, deposes and says

Name

That he/she is
the

of

Title

Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before _____ day of _____, 20__.
this _____

Notary Public:

My Commission
expires:

APPENDIX F – CONSULTANT INFORMATION FORM
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

APPENDIX 'F'
CONSULTANT INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Consultant Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Consultant Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

Does your firm currently carry Railroad Protective Liability Insurance Coverage?

Yes No If yes, please name the carrier and limits _____

**APPENDIX G – PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS NO. 10-45-105-00
STATION ADVERTISING REVENUE PROGRAM**

**APPENDIX 'G' - PROJECT REFERENCE FORM
 REQUEST FOR PROPOSALS (RFP) NO. 11-24-029-00
 STATION ADVERTISING REVENUE PROGRAM**

Provide experience and past performance information in the format provided below. ***LIST PROJECTS WHICH DEMONSTRATE THAT YOUR FIRM AND/OR KEY PERSONNEL POSSESSES A MINIMUM OF FIVE (5) or more years of RELEVANT professional experience.*** The Commission will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

APPENDIX H – COMMERCIAL ADVERTISING POLICY

REQUEST FOR PROPOSALS NO. 11-24-029-00

STATION ADVERTISING REVENUE PROGRAM

RESOLUTION NO. 10-011

A RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION ADOPTING A COMMERCIAL ADVERTISING POLICY AND CONTENT GUIDELINES; AN INCIDENTAL USE POLICY COVERING CONCESSION STANDS, MERCHANDISING AND INFORMATIONAL MATERIALS FOR COMMISSION OWNED FACILITIES AND PROPERTY; AND A REVISED NON-COMMERCIAL FREE SPEECH PERMIT POLICY

WHEREAS, the Riverside County Transportation Commission ("Commission") owns real property, provides bus and commuter rail service throughout Riverside County and currently operates the following five commuter rail stations: (1) Downtown Riverside Station; (2) Pedley Station; (3) La Sierra Station; (4) West Corona Station; and (5) North Main Corona Station; and

WHEREAS, Commission has designated certain spaces in its commuter rail stations for non-commercial free speech purposes, while other spaces are appropriate for incidental uses of its real property including commercial advertising and other revenue generating purposes; and

WHEREAS, for those spaces that have been authorized as non-commercial free speech zones—all leafleting, solicitation and political campaign activities shall be conducted by permit and in accordance with this Policy; and

WHEREAS, Commission has adopted reasonable permit requirements to ensure that the number and location of people involved in such leafleting, solicitation and/or political campaign activities at each station do not impede, limit or restrict optimum pedestrian traffic or intended public transportation uses of its commuter rail stations; and

WHEREAS, for those spaces that have been authorized for commercial advertising and other revenue-generating uses, such incidental uses shall be allowed only so long as the following interests of Commission are preserved: (1) a safe, convenient and pleasant environment for users of Commission property, which includes maximizing use of its commuter rail stations by attracting and maintaining the patronage of the public; (2) protection of any minors who use Commission stations; and (3) the avoidance of any potential identification of the Commission with the point of view or message of the commercial advertisement placed by a third party; and

WHEREAS, the Commission has further identified potential additional revenues sources beyond commercial advertising such as concessions and Commission-related merchandising programs to supplement existing operational and capital funds; and

WHEREAS, these new programs are intended to supplement existing revenues generated from current fare rates and non-operating subsidies; and

WHEREAS, this Policy authorizes the Executive Director to implement any reasonable time, place, manner restrictions necessary to maintain public safety, aesthetic standards and the promotion of public transportation; and

WHEREAS, the Commission adopts the viewpoint neutral and content-based commercial advertising guidelines as contained herein in order to provide direction to third parties seeking to use the Commission's designated advertising spaces; and

WHEREAS, by adopting these guidelines, the Commission does not intend or propose to permit advertising that individually or commercially would cause any real or personal property owned or controlled by Commission to become a public forum for the dissemination, debate, and/or discussion of public issues unless permitted under the Commission's non-commercial free speech policy; and

WHEREAS, the commercial advertising policy applies to advertising placed by a third party on any Commission property and does not prohibit the Commission from placing advertisements and announcements related to its own or other governmental services, programs, or events not in violation of the viewpoint neutral content-based restrictions contained herein; and

WHEREAS, the sale of newspapers, food and beverages shall be regulated under separate policies. The sale of non-Commission merchandise except for approved concession vendors is strictly prohibited at the commuter rail stations; and

WHEREAS, any advertising on bus shelters and benches within the public rights-of-way shall be governed by the then-current policies of the applicable jurisdiction. This Policy shall only apply to Commission owned real property and otherwise the commuter rail stations above.

WHEREAS, the following Policy and Guidelines will be reviewed biennially (every two years) to reflect the current policies of the Commission and to reflect changes in the trends of social and economic acceptance and appropriateness of various forms of advertising and concessions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

Section 1. The Recitals set forth above are true and correct and are incorporated into this resolution by this reference.

Section 2. Commission hereby adopts a "Commercial Advertising Policy and Guidelines" attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. Commission hereby adopts a "Incidental Use Policy" attached hereto as Exhibit "B" and incorporated herein by reference.

Section 4. Commission hereby adopts a "Non-Commercial Free Speech Policy" attached hereto as Exhibit "C" and incorporated herein by reference.

Section 5. Commission reserves the right to modify both Exhibits A, B and/or C at any time as may be required. Commission hereby authorizes the Executive Director to revise and enforce the provisions of both policies. Commission staff shall post revisions to either Policy on Commission's website at least thirty (30) calendar days before it becomes effective.

Section 6. The Chairperson of the Board shall sign this Resolution and the Clerk of the Board shall certify the adoption thereof. This Resolution shall be effective on the date of its adoption.

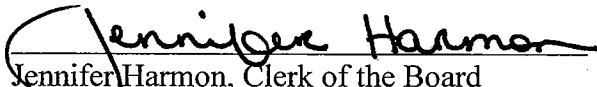
Section 7. The Board of Commissioners hereby finds that adoption of this Resolution is not subject to CEQA and authorizes and directs Commission staff as designated by the Executive Director to file a Notice of Exemption with the County Clerk of Riverside County and the State Clearinghouse within five (5) days following adoption of this Resolution.

APPROVED AND ADOPTED this 14th day of July, 2010.



Bob Buster, Chair
Riverside County Transportation Commission

ATTEST:



Jennifer Harmon, Clerk of the Board
Riverside County Transportation Commission

EXHIBIT "A"

COMMERCIAL ADVERTISING POLICY AND CONTENT GUIDELINES

A. POLICY STATEMENT

The purpose of this Commercial Advertising Policy is to establish viewpoint-neutral and content-based guidelines that govern Commission's display of acceptable commercial advertisements. The display of commercial advertising is not intended to provide a general public forum for free speech purposes but rather to retain use of Commission property in a proprietary capacity. Allowing commercial advertising in certain locations on Commission property as a means of fee generation is a responsible incidental economic use of Commission's capital investments.

Advertising placed by any third party (including vendors) on Commission property is not authorized unless permitted in accordance with this Policy and guidelines and a contract approved by the Commission. Issuance of any license agreements and related contracts must be in accordance with Commission's procurement policies. Commission reserves the right to reject any advertising based upon its guidelines for acceptable advertising content as outlined in this Policy. Locations for commercial advertising may include but are not limited to: commuter rail stations, parking structures, and fixed outdoor displays on any Commission-owned property.

This Policy also provides guidelines as to the use of information signage space. Notwithstanding, Commission recognizes that advertising on its own properties is a critical means of communication with its patrons and users—including the adequate dissemination of transit and safety related information. Some informational signage space is currently available at the stations and reserved exclusively for Commission information.

B. DEFINITION OF TERMS

Key terms are defined as follows:

- "Added Value Materials" - Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).
- "Commercial advertisements" - Advertisements that (1) have as its primary purpose the promotion of a commercial transaction, such as the sale of real or personal property, services, entertaining and/or dining, which is offered to the public generally and (2) are not otherwise prohibited under the viewpoint neutral content-based restrictions below. Such shall include services and messages of charitable, educational, government, and not for profit institutions subject to compliance with the Commercial Advertising Content Guidelines.
- "Cross-Promotion" - A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

- “Governmental Entities” - Public entities specifically created by government action.
- “Map Cases” - Fixed cases in Commission Rail stations. Used to display Commission Rail System Maps and provide information on fares, routes, safety, sales locations, service changes and other matters relevant to the use of the Metrolink System.
- “Non-Commercial Advertising” - A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction. These types of advertisements that otherwise deviate from the Commercial Advertising Content Guidelines will not be accepted.

C. COMMERCIAL ADVERTISING CONTENT GUIDELINES

1. Revenue-Generating/Commercial Advertising

In accordance with the revenue-generating purpose of this Policy, the Commission shall accept only commercial advertisements. Non-commercial advertisements will not be accepted unless it is considered informational material as described below. Any person seeking to advertise, leaflet or solicit for political purposes are not covered by this Policy. Notwithstanding the foregoing, Commission expressly reserves its proprietary right to display notices and advertisements relating to Commission’s transit operations.

The Commission may, but is not required, to contract with outside vendors to sell and display commercial advertising within the commuter rail stations and otherwise on its property for the sole purpose of generating revenue. Commission may sell or post advertising directly. Any vendors responsible for soliciting and posting commercial advertisements to third parties shall be authorized under contracts awarded by Commission through a competitive bidding process to the extent required under the Commission’s procurement policy. All such contracts shall comply with these guidelines and following requirements:

- Locations for commercial advertising on Commission property or rail right of way may include, but are not limited to: dedicated map cases, billboards, banners, bike lockers, vending machine shelters, fixed outdoor displays, electronic signage, and any other locations approved by the Commission.
- Safety, aesthetic considerations, customer convenience, and Commission’s need to convey transit-related and emergency information to passengers will take precedence over revenue generation.
- Quantity, quality, and placement of all advertising will be controlled by and subject to the specific approval of Commission.

- Commission reserves the right to review any proposed advertisement in advance and reject any proposed advertisement which does not meet the Commission's standards as set forth in this Policy. Each entity wishing to purchase advertising space shall submit an application in such form as approved by the Executive Director or his/ her designee, which shall include the proposed content of the advertisement. Such shall not prohibit contracting the sale and management of such advertising space to a third party pursuant to Commission's procurement policies and procedures. Before any advertisement is rejected, it shall be referred to the Executive Director or his/her designee for Commission for appropriate action and a final decision.

The following viewpoint-neutral content-based limitations for third party commercial advertising are established as follows:

2. Alcohol and Tobacco Advertising

Advertising of all alcohol and tobacco products is prohibited.

3. Non-Commercial Advertising

Commission does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial and deviates from these guidelines. Generally, acceptable advertising must promote for sale, lease or other form of financial benefit a product, service, event or other property interest in primarily a commercial manner for primarily a commercial purpose.

Exemption: Governmental entities, meaning public entities specifically created by government action, may purchase or negotiate arrangements for advertising space for messages that advance specific government purposes. It is Commission's intent that government advertising will not be used for comment on issues of valid public debate.

4. Other Subject Matter Restrictions

Advertising may not be displayed if its content:

- Promotes, condones or relates to an illegal activity or which might be considered as derogatory toward any aspect of the law enforcement profession; or
- Contains language which is obscene, vulgar, profane, or otherwise offensive to generally accepted sensibility and taste; or
- Contains images, copy or concepts that actively denigrate or discriminate against a religious, ethnic, racial, sexual orientation, gender identity, or political group;
- Contains images, copy or concepts that actively denigrate public transportation; or

- Contains obscene matter as defined in state law, or sex-oriented material as defined in the Riverside County Municipal Code, Chapter 5.44; or
- Contains images, copy or concepts that appear to make a personal attack on any individual or upon any company, product, or institution; or falsely disparages any service or product or is defamatory in any respect; or
- Contains images, copy or concepts that portrays acts of violence, murder, sedition, terror, antisocial behavior, vandalism, or other acts of violence against persons and/or institutions; or
- Contains images, copy or concepts that depict nudity or portions of nudity that would be considered as offensive, distasteful, pornographic, or erotic, is obscene, or advertises adult entertainment. The rule of “public acceptance” should be used in such cases; i.e., if the advertisement has already gained public acceptance, then it may be considered as acceptable to Commission; or
- Contains images, copy or concepts that contains political ads endorsing a candidate, measure or proposition; or
- Contains images, copy or concepts that contains a religious message or promotes any religion; or
- Contains images, copy or concepts that implies an endorsement by Commission for any service, product or point of view; or
- Contains images, copy or concepts that are in conflict with any applicable federal, state, or local law, statute, or ordinance.

5. Display, Treatment and Maintenance Requirements

Advertising must comply with the following:

- Advertising placement or treatments will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional/traffic signs and informational material, and will not encroach on necessary sight lines (e.g., driver/operator view of waiting patrons) nor present any other safety risks or hazards.
- Advertising industry standard sizes will be used for all advertising treatments.
- Advertising treatments will be maintained in “like-new” condition. Damage to the advertisement or its housing will be corrected within forty-eight (48) hours.
- Advertising treatments (housings) will complement the architecture of the transit centers/stations and the flavor of the surrounding community. Commission plan specifications will be followed wherever applicable. Advertising treatments will

be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

- Any unsold transit center, major transit points, and station display advertising space will be allocated for graphics and/or nonrevenue-producing functions approved by the Executive Director or his/her designee. At least one full display panel per transit center and station will be reserved exclusively for transit-related items.
- Advertising space may be allowed in printed materials (e.g., timetables, maps, and informational brochures) at the discretion of the Executive Director or his/her designee.
- No advertising space shall supersede necessary transit information and/or regulations.
- At the discretion of the Executive Director or his/her designee, Commission may allocate space in printed materials to inform transit customers about private entities actively participating in transit services, e.g., pass and ticket-sales outlets.
- Advertising vendors shall maintain all commercial advertising for which they have contracted to display on Commission properties.

6. Commission's Right of Rejection

The Commission reserves the right to reject any advertisement on the stated grounds as set forth in these Guidelines. Any advertisement or other display deemed to be objectionable will be removed. No refund shall be made for the time such objectionable material was on display. Commission's vendors may review advertising content according to their own guidelines of acceptability and generally Commission will not screen individual ads submitted to its vendors prior to posting unless specifically requested to do so by vendors. Nevertheless, in all advertising vendor contracts awarded, Commission reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising shall be made by the Executive Director or his/her designee based upon the criteria in these Guidelines.

7. Informational Advertising

Commission has several unique distribution channels at its disposal for disseminating transit information that incurs no “space” cost (no fee charged for advertising space). These distribution channels include, but are not limited to: newsletter racks at Commission stations, bulletin boards and cases at select Commission Rail stations.

In addition, Commission shall have use of an allotment of advertising space at no charge by agreement with any vendor that sells all remaining advertising space under revenue generating agreements.

Acceptable information for these distribution channels is categorized as follows:

a. Regular Transit Information

Regular transit-oriented information is prepared by Commission and operators as well as upon request from other internal departments. Regular transit information includes, but is not limited to: service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

b. Cross-Promotional Information

On an occasional basis and only when space is available, Commission may use its distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote the public use of transit. Any materials distributed for this purpose must prominently include promotion of multimodal services (i.e. Rideshare, Commuterlink). Commission is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related. The outside organization involved must either bear the cost of producing such materials or, if approved by Commission, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Executive Director or his/her designee based upon the criteria in these Guidelines.

c. “Added Value” Materials

On an occasional basis and only when space is available, Commission may use available distribution channels to provide “added value” materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for station patrons (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Commission logo and other wording approved by Commission to indicate that the offer is specifically designed for Commission and transit operator customers. Commission is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Commission, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any added value programs must be approved by the Executive Director or his/her designee based upon the criteria in these Guidelines.

D. COMMISSION RESPONSIBILITIES

Commission may engage contractor(s) services for the development, implementation, management, and maintenance of advertising, concessions, and/or merchandise programs in conformance with existing Board policies and in the best interests of the Commission.

Commission prepares all information messages and materials for dissemination at stations; administers the distribution/display of transit information; tracks/coordinates the availability and use of Commission's unique information distribution channels.

Executive Director (or designee) shall review and approve/reject all cross promotions and added value programs using Commission's unique distribution channels based upon the criteria in these Guidelines; enforces Commission's right to reject and/or order removal of commercial advertising based upon the criteria in these Guidelines.

Effective Date:

Date of Last Review:

EXHIBIT "B"

INCIDENTAL USE POLICY

Any incidental use of Commission owned facilities and property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. This Policy shall permit staff to use these facilities and property for incidental uses including revenue generating purposes so long as these activities do not interfere with the Commission's primary public transportation operations and responsibilities. These new programs will supplement existing revenues generated from current fare rates and non-operating subsidies.

A. Concessions

Concession formats, quantity, and placement will be approved and controlled by the Executive Director or his/her designee. Acceptable concession formats may include: short-term rental services (i.e., videos, bicycles, beach or sports equipment), automated teller machines (ATMs), State Lottery vending machines, personal service facilities (i.e., laundry drop-off and pick-up, car detailing), beverage carts, snack or beverage vending machines, and kiosks/shops for the sale of general merchandise, newspapers, magazines, sundries, prepaid transit fares, transit related merchandise, and rider convenience items approved by the Commission. Any additional concession formats are subject to approval of the Executive Director or his/her designee.

Contracts for any concession format or related development will be awarded in accordance with existing Commission policies. During hours of business, concessionaires will provide the public with transit information materials as directed and supplied by Commission or its designated representative. Concession treatments/structures will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. Commission plan specifications will be followed wherever applicable. Concession treatments/structures will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

Concession treatments/structures will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional signs and informational materials, and will not encroach on necessary sight lines. Concessionaire contracts will include remittance to Commission or its designated operating vendor. Said remittance will be made monthly or quarterly and include a flat rate or a percentage of gross revenue, as approved by the Commission. Any and all concession on-site signing and displays will be in accordance with existing Commission policies and subject to approval of the Executive Director or his/her designee.

B. Merchandise

Any and all system-related merchandise will be of the quality that is generally available in the surrounding retail environment and will project a positive Commission transit image.

Merchandise licensing agreements and royalty payments will be made in accordance with contemporary Commission practices and in the best interests of the Commission.

C. Contractor Services

Commission may engage contractor(s) services for the development, implementation, management, and maintenance of advertising, concessions, and/or merchandise programs in conformance with existing Board policies and in the best interests of the Commission.

Effective Date:

Date of Last Review:

EXHIBIT "C"

NON-COMMERCIAL FREE SPEECH POLICY

A. RESPONSIBLE DEPARTMENT

Subject to the discretion of the Executive Director, the Commission's Rail Department will be responsible for overseeing this Policy.

B. PROCEDURE

1. Application and Lottery Process for Leafleting, Solicitation, and/or Political Campaign Activities

Individuals interested in conducting leafleting, solicitation, and/or political campaign activities at any of Commission's commuter rail stations must complete and submit a "*Leafleting, Solicitation and/or Political Campaign Activities Permit Application*" to Commission's Rail Department. Applicants shall specify the Commission commuter rail station location for which they are applying for a permit. Individuals may apply for permits at more than one commuter rail station. However, should an individual's application be selected for a permit at more than one commuter rail station for a particular permit period (according to the lottery process described below), the individual must select one station for which he or she may have a permit for the particular permit period within two (2) days of the applicant's receipt of Commission's notification, unless there are no other applications for a particular station. For the station location(s) not selected by such applicant, Commission shall select a different application for receipt of a permit.

Two locations have been designated at each commuter rail station for leafleting, solicitation, and/or political campaign activities. Each designated location shall be for one individual. Permits shall be issued for two month periods as follows (except in the case of election months and the month immediately preceding election dates as discussed in Section B below):

- (1) January and February (Permit Period #1)
- (2) March and April (Permit Period #2)
- (3) May and June (Permit Period #3)
- (4) July and August (Permit Period #4)
- (5) September and October (Permit Period #5)
- (6) November and December (Permit Period #6)

Applications for a particular permit period shall be due by the 19th day of the calendar month immediately preceding the particular permit period. On the 20th day of the calendar month immediately preceding the particular permit period, Commission shall conduct a lottery whereby two applications shall be blindly selected for each station. Commission shall notify selected applicants in writing within two (2) days of the lottery of their selection and shall enclose a written permit with such notification indicating the rail station at which they have been

issued a permit as well as the precise location at the rail station where they may conduct their designated advertising, leafleting and/or solicitation activity. Should a situation arise where a particular applicant is selected for more than one station and must forfeit another station location, Commission shall notify the alternate applicant(s) within two (2) days receipt of notice of the forfeiting applicant's selection of a rail station location.

Therefore, for example, for Permit Period #4 (July and August), applications would be due by June 19. Commission would then conduct a lottery on June 20 whereby two applications would be blindly selected. Selected applicants would then be notified in writing by June 22 of their selection.

2. Application and Lottery Process for Political Campaign Activities

For the months of February and October and the days in March and November prior to a March or November election date, one of the two permit locations at each commuter rail station shall be reserved for political campaign activities. Individuals who wish to conduct political campaign activities at the commuter rail stations must submit a "*Leafleting, Solicitation and/or Political Campaign Activities Permit Application*" to Commission's Rail Department by 10:00 am, January 20 for a March election date and by 10:00 am, September 20 for a November election date. If January 20 and/or September 20 fall on a weekend, then applications will be due on the following Monday. Individuals may apply for permits at more than one commuter rail station. Commission shall conduct a blind lottery on or about the same date applications are due whereby each applicant shall be given a three (3) working-day period to conduct political campaign activities at a particular commuter rail station location. Commission shall notify all applicants in writing within two (2) days of the lottery indicating to them which dates they have been designated for their political campaign activities and shall enclose a written permit with such notification indicating the commuter rail station at which they have been issued a permit as well as the precise location at the rail station where they may conduct their designated political campaign activities. Once each applicant has had an opportunity to conduct political campaign activities at a commuter rail station for three (3) working days, then the cycle will start over beginning with the applicant who had the first three (3) working-day period. Should more applicants apply than can be accommodated for three (3) working-day periods, then the permit period shall be decreased to two (2) working-days.

If no applications are submitted to conduct political campaign activities at a particular commuter rail station, then the permit location shall continue being designated for advertising, leafleting and solicitation activities. The leafleting, solicitation, and/or political campaign activities permittee who had been using the location shall be allowed to continue conducting such activities at the location until the end of the permit period (see Section A above) for which he or she was selected.

3. Permit Requirements

Permit recipients shall conduct their designated leafleting, solicitation and/or political campaign activity for the permit period indicated on the permit. Permit recipients must adhere to the following policies in conducting such activities:

- No leaflets, placards, signs, banners or other material shall be affixed to any Commission property.
- No material shall be distributed by leaving it unattended.
- Permission shall not be given by Commission for leafleting of cars parked in rail station parking lots.
- Permittees must have the original or a copy of the permit with them at all times while they are conducting their designated leafleting, soliciting and/or political campaign activities at the commuter rail stations.
- Permittees may not conduct their leafleting, soliciting and/or political campaign activities on the platform of a commuter rail station.
- Permittees may not set up tables or booths at the commuter rail stations.
- Permittees may not block access to ticket machines or other facilities such as newsracks or benches.
- Permittees may not conduct the designated leafleting, soliciting and/or political campaign activities on stairways leading to platforms, stairways leading up to an overcrossing or on an overcrossing.
- Permittees may not create disturbances or harass patrons.
- Permittees must follow the directions of security guards and Commission officials.
- Permits may be revoked if not used for three (3) consecutive working days (except in the case of permits issued for political campaign activities).

III. APPEAL PROCEDURE

Commission staff shall make a good faith effort to comply with the timelines set forth herein. Should events arise such as holidays or work-related events whereby slight modifications must be made to the timelines, Commission staff shall make a good faith effort to follow the timelines set forth herein as closely as possible.

Any permit recipient who does not adhere to all of the policies contained herein shall be asked by a security guard to leave the premises immediately. Furthermore, violation of any of the above policies shall result in automatic revocation of a permit.

Should an individual's application for a permit be denied, such individual may appeal the denial of his or her application in writing to the Executive Director of Commission explaining why the application should not have been denied. The Executive Director shall review the denial

and shall notify the denied applicant of his or her determination in writing within ten (10) days receipt of such appeal. The Executive Director may authorize exceptions to the above-stated policies to protect applicants' free speech rights as well as the safety and mobility of patrons.

Should the Executive Director uphold the denial of such individual's application, such individual may appeal his or her case to the Board of Commissioners by sending such appeal to the Board in writing explaining why the application should not have been denied. The Board shall review the appeal at its next general meeting and shall notify the denied applicant of its determination in writing within ten (10) days of such general meeting.

APPENDIX I – REVENUE PROPOSAL FORM
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM

**APPENDIX I – REVENUE PROPOSAL FORM
REQUEST FOR PROPOSALS NO. 11-24-029-00
STATION ADVERTISING REVENUE PROGRAM**

Enter the percentage of split gross revenue for each year.

May 1, 2011 May 1, 2012 May 1, 2013 May 1, 2014 May 1, 2015
 To To To To To
 April 30, 2012 April 30, 2013 April 30, 2014 April 30, 2015 April 30, 2016

	Year 1	Year 2	Year 3	Year 4	Year 5
Commission	%	%	%	%	%
Consultant	%	%	%	%	%
Total	100%	100%	100%	100%	100%

OPTIONS YEARS

May 1, 2016 May 1, 2017 May 1, 2018 May 1, 2019 May 1, 2020
 to to to to to
 April 30, 2017 April 30, 2018 April 30, 2019 April 30, 2020 April 30, 2021

	Year 6	Year 7	Year 8	Year 9	Year 10
Commission	%	%	%	%	%
Consultant	%	%	%	%	%
Total	100%	100%	100%	100%	100%

Company Name: _____

Authorized Signature: _____

Print Name/Title: _____

Date: _____