

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

REQUEST FOR PROPOSALS

RFP NO. 09-19-072-00

Disclosure Counsel Services for Riverside County Transportation Commission

IMPORTANT DATES

RFP AVAILABLE:	April 29, 2009
REQUESTS FOR CLARIFICATION DEADLINE:	May 8, 2009
PROPOSALS DUE:	May 28, 2009
INTERVIEWS OF SHORT LISTED FIRMS:	June 16, 2009
COMMISSION APPROVAL:	July 8, 2009

Riverside County Transportation Commission

**LETTER OF INVITATION AND INSTRUCTIONS
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**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
DISCLOSURE COUNSEL SERVICES**

LETTER OF INVITATION

April 29, 2009

Subject: **RFP No. 09-19-072-00**

**DISCLOSURE COUNSEL SERVICES FOR RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

The Riverside County Transportation Commission (RCTC) is seeking Proposals for the provision of Disclosure Counsel Services related to its anticipated issuance of 2009 Refunding Variable Rate Sales Tax Revenue Bonds and potential future sales tax and/or toll revenue financings. The estimated value of this work related to the issuance of bonds in 2009 is \$50,000 to \$75,000.

Beginning April 29, 2009, the Request for Proposals (RFP) may be obtained by downloading the document directly from RCTC's website rctc.org. Click on RFPs, then the Download Here button in the on-line advertisement. For assistance, please contact Ruby Arellano at 951-787-7932.

Proposals are due no later than 2:00 p.m. on May 28, 2009 at RCTC's offices, 4080 Lemon Street, 3rd Floor, Riverside, CA 92501.

A "Shortlist" of firms to be interviewed will be developed by RCTC. RCTC anticipates that the "Shortlisted" firms will be notified by RCTC no later than **June 8, 2009**. Interviews are tentatively scheduled for **June 16, 2009**. Please keep this date open. Failure to appear at the interview will cause the Proposer to be eliminated from further evaluation. RCTC reserves the right to postpone the interview date, or cancel an interview, in its sole and absolute discretion. Proposer shall be notified in advance of any such postponement or cancellation.

RCTC does not discriminate against, or provide preferential treatment to any individual or group on the basis of race, color, ethnicity, age over 40, religion, sex, national origin, ancestry, physical disability, disability including AIDS, mental condition, cancer-related medical condition, political affiliation, sexual orientation, or marital status in its contracting activities.

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Questions regarding this procurement, except requests for RFP documents, should be directed in writing to Matt Wallace, Procurement and Assets Administrator, FAX (951) 787-7920 or mwallace@rctc.org.

Sincerely,

A handwritten signature in black ink that reads "Matt Wallace". The signature is written in a cursive style with a large, stylized "M" and "W".

Matt Wallace
Procurement and Assets Administrator

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
INSTRUCTIONS TO PROPOSER**

Proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

1. BACKGROUND/SCOPE OF SERVICES

The Riverside County Transportation Commission (RCTC) was established in 1976 when the California Legislature, through Assembly Bill 1246, created four county transportation commissions in Southern California. The purpose of the legislation was to provide more local control and input over transportation matters. RCTC was created to: 1) Coordinate state highway planning; 2) Adopt Short Range Transit Plans; 3) Coordinate transit service; 4) Allocate Transportation Development Act funds; and, 5) Coordinate county highway and transit plans with regional and state agencies. Over time, RCTC was charged with several expanded roles including: 1) Service Authority for Freeway Emergencies; 2) Congestion Management Program; and, 3) Measure A 1/2 cent sales tax for transportation. Currently, RCTC is overseen by a 32-member Board of Commissioners comprised of an elected official of each of the county's 26 cities, all five county supervisors and an ex-officio member that is appointed by the Governor.

RCTC also serves as the tax authority and implementation agency for the voter-approved Measure "A" Transportation Improvement Program. Measure "A" was approved by the County's electorate in 1988 and imposes a half-cent sales tax to fund a specific program of transportation improvements (the "1989 Measure A Sales Tax"). In 2002 the electorate imposed a new half-cent sales tax also designated as Measure "A" commencing July 1, 2009 (with initial receipts by RCTC expected in September 2009) to fund additional improvements through 2039 (the "2009 Measure A Sales Tax").

RCTC is seeking qualifications from law firms interested in providing Disclosure Counsel services to RCTC. Qualifications will be accepted only from firms with extensive prior experience in providing disclosure counsel services related to the issuance of commercial paper and sales tax revenue bonds, as well as some desired experience in providing such services for toll revenue financings. The selected firm will be joining RCTC's finance team, which is currently comprised of the following professionals: Orrick, Herrington & Sutcliffe, LLP – Mary Collins (Bond Counsel); Best Best & Krieger LLP – Steve DeBaun (Issuer's Counsel); and Fieldman, Rolapp & Associates – Dan Wiles and Anna Racheva (Financial Advisor).

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RCTC authorized in February 2005 a commercial paper program of approximately \$200,000,000 principal amount. The initial issuance of RCTC's Commercial Paper Notes (Limited Tax Bonds) (the "Notes") occurred in March 2005. The ultimate source of repayment for RCTC's obligations under the commercial paper program will be receipts under its 2009 Measure A Sales Tax which will be received by RCTC beginning September 2009. The proceeds of the Notes have been used for funding of capital needs and accrued interest and fees on outstanding Notes. The Notes themselves were paid by amounts drawn under an irrevocable, direct pay letter of credit issued by Bank of America, N.A. (the "BofA Letter of Credit"). The BofA Letter of Credit expires on March 29, 2010.

Since the issuance of the Notes, the outstanding principal amount has been as high as \$110,005,000. In June 2008, RCTC refinanced \$110,005,000 of the commercial paper notes with the proceeds of its Sales Tax Revenue Bonds, Series 2008 (the "Series 2008 Bonds"). The Series 2008 Bonds are initially bearing interest at a long-term rate but this initial long-term rate period ends on December 1, 2009, on which date the Series 2008 Bonds are subject to redemption, at the option of RCTC.

RCTC has entered into two fixed-to-variable rate swap agreements, in a combined notional amount of \$185,000,000, which have an effective date of October 1, 2009 and expire on June 1, 2029. In order to synchronize with the effective date of the existing interest rate swap agreements, RCTC is contemplating issuing refunding bonds on or about October 1, 2009 to redeem the Series 2008 Bonds and to retire a portion of the commercial paper notes currently outstanding.

This refunding issue will be the first potential engagement for the firm that will be selected as a result of this RFP. Future engagements may include but not be limited to the issuance of additional series of sales tax revenue bonds, commercial paper notes (CP), and/or toll revenue bonds.

Therefore, it is anticipated that your response will include sufficient evidence to document your firm's capability to serve as disclosure counsel on similar transactions, such as the experience and qualifications pertinent to the requirements of this RFP. The information presented in your response should include at minimum: 1) a brief history of your firm specifying its experience as Disclosure Counsel for sales tax revenue financings, as well as CP and toll revenue bonds; 2) a list of sales tax revenue and toll revenue bond transactions (with an emphasis on sales tax revenue bond issues) completed in the last five calendar years on which personnel proposed to assist RCTC have acted as Disclosure Counsel; 3) a list of three (3) to five (5) relevant former or current clients for which Disclosure Counsel services were performed. Include agency name, the name of individual contact, their phone number and email address; 4) a proposed scope of work for Disclosure Counsel services; 5) basis and conditions of compensation including proposed fee for the anticipated refunding issue and in general,

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additional costs and expenses above the base fee. Please specify if the proposed fee is contingent upon closing. Please provide fees in an envelope separate from your main response; 6) other information you deem relevant; 7) a sample disclosure counsel letter with standard 10b-5 language.

The resultant contract to be awarded from this Request for Proposal (RFP) will be for 3 years with an option to extend for an additional two one-year periods at RCTC's sole discretion.

2. REPRESENTATIONS

By submitting a proposal, Proposer represents that it:

- a. Has thoroughly examined and become familiar with the work described in the Background/Scope of Services section.
- b. Understands the requirements of the Scope of Services, the nature and location of the work, and all other matters that can affect the work.
- c. Will honor its proposal for 120 days and acknowledges that the proposal cannot be withdrawn within that time.
- d. Will comply with all requirements set forth in this RFP.
- e. Has reviewed the attached sample contract and, other than through the request for clarification process as addressed in paragraph 5 on page 7, will not seek to alter or revise its terms and conditions.
- f. Will, if selected to perform the work, comply with all terms and conditions set forth in the contract for this procurement (sample contract is attached).
- g. 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).

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3. SUBMISSION OF PROPOSALS

Proposals must be received at the offices of RCTC on or before **2:00 p.m.** on May 28, 2009. Proposals that are hand-delivered should be addressed to:

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

Proposals that are mailed through the U.S. Postal Service should be addressed to:
Riverside County Transportation Commission
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Matt Wallace, Procurement and Assets Administrator

Proposals received after the specified date and time will be considered non-responsive and returned to senders unopened. Technical proposals and cost proposals shall be submitted in separate, sealed envelopes, one for technical proposals and one for cost proposals. Envelopes containing the technical proposals should be clearly marked **“RFP No. 09-19-072-00, DISCLOSURE COUNSEL SERVICES FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION** and cost proposal envelopes shall be marked **“RFP No. 09-19-072-00, DISCLOSURE COUNSEL SERVICES FOR RIVERSIDE COUNTY TRANSPORTATION COMMISSION Cost and Price Proposal.”** One original and five copies each of the technical and cost proposal must be submitted.

4. ADDENDA

RCTC reserves the right to revise or amend the RFP documents prior to receiving the proposals. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the RCTC website. Since such posting of addenda on the RCTC website is considered constructive notice of the document change, potential proposers are encouraged to check the RCTC website routinely for postings. Copies of such addenda will be furnished, without additional charge upon request, to all those who have previously received the RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

5. REQUESTS FOR CLARIFICATION

A. Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFP must be submitted in writing addressed to:

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

or by facsimile to 951-787-7920. All such requests must be clearly labeled "Written Questions" and must reference the RFP number and title. Requests must be received by RCTC no later than **4:00 p.m. on May 8, 2009**.

B. Commission Response

RCTC will respond to all written questions. For those which require a change to the RFP documents, a written addendum will be issued. Responses to written questions and addenda will be posted on RCTC's website. Therefore, all potential proposers to this RFP are encouraged to check the RCTC website frequently. RCTC will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

C. Exceptions or Clarifications to Standard Contract

Proposers shall familiarize themselves with the model Agreement (attached to the RFP as Appendix "B"). RCTC intends to use the attached model Agreement as the contract resulting from this RFP. Should the Proposer have concerns, questions, or recommended changes to the model Agreement requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the RCTC as set forth in Section 5. A above. RCTC will review Proposer's concerns/recommendations and may post on RCTC's website Proposer's request and any comments from RCTC regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Proposer. Changes to RCTC's model Agreement shall be made at RCTC's sole and absolute discretion.

Proposers are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Scope of Work should be submitted as part of the RFP clarification process. RCTC will not entertain alternate proposals.

6. PRE-CONTRACTUAL EXPENSES

RCTC shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by the Proposer in:

- Preparing its proposal in response to this RFP.
- Negotiating with the RCTC any matter related to the proposal.
- Any other expenses incurred by Proposer prior to the date of award of the contract for this procurement.

7. TYPE OF CONTRACT TO BE AWARDED

RCTC intends to award a negotiated fixed fee contract for the work set forth in the Background/Scope of Services section. In preparing their cost proposal, Proposers are requested to consider the described Scope of Services and justify their proposed fixed fee. In addition, should the cost proposal contain an hourly fee component, Proposers are requested to base that component on the number of hours required and the hourly rates of the staff assigned to perform the work as well as to identify and price any direct costs associated with the work. Proposers shall review the sample contract attached to this RFP for a complete understanding of all terms and conditions.

8. INSURANCE

The selected Proposer will be required to maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions.

Commercial General Liability to include Office Commercial Liability, independent Consultant, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:

1. Primary Bodily Injury Liability Limits of \$1,000,000 per occurrence and Primary Property Damage Liability Limits of \$1,000,000 per occurrence, or
2. Aggregate liability for both bodily injury and property damage liability of \$2,000,000.

Automobile Liability with the following limits:

1. Primary Bodily Injury with limits of \$1,000,000 per occurrence and Primary Property Damage with limits of \$1,000,000 per occurrence, or
2. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2,000,000 per occurrence.

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Workers' Compensation and Employer's Liability Insurance. Worker's Compensation with the limits established as required by the State of California.

Professional Liability: Errors and Omissions Liability as appropriate to their profession to be maintained during the term of the contract and for five (5) years following the completion of the services in an amount not less than \$1,000,000 per claim. For required insurance endorsements and other requirements, see paragraphs 3.12.4-3.12.7 of the draft contract.

9. RCTC RIGHTS

RCTC 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. RCTC reserves the right to:

Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.

Make an award for a portion of the Scope of Work.

Award contracts to one or more Proposers.

Cancel or withdraw the entire RFP, or any part thereof at any time without prior notice.

Issue a subsequent RFP.

Waive any minor errors or irregularities in any proposal, to the extent permitted by law.

Require confirmation of information furnished by Proposer or for the Proposer to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.

Postpone RFP openings for its own convenience.

Remedy or overlook technical errors in the RFP process.

Appoint an Evaluation Committee to review RFPs.

Seek the assistance of outside technical experts in RFP evaluation.

Approve or disapprove the use of particular subcontractors.

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Establish a short list of Proposers eligible for interview after review of written RFPs.

Negotiate with any, all or none of the respondents to the RFP.

Solicit best and final offers from all or some of the respondents.

Accept other than the lowest monetary offer.

This RFP does not commit the RCTC to issue a contract to implement this procurement..

10. PUBLIC RECORDS ACT

All records, documents, drawings, plans, specifications and other materials submitted by Proposer in its proposal and during the course of any work awarded shall become the exclusive property of RCTC and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). RCTC's use and disclosure of its records are governed by this Act.

RCTC will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. RCTC will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will RCTC 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 RCTC's discretion, be deemed non-responsive.

RCTC 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".

If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Proposer shall indemnify, defend and hold harmless RCTC in such litigation.

11. PROTEST PROCEDURES

RCTC has on file and posted on its website a set of written protest procedures applicable to this solicitation. The procedures may be downloaded from the website or may be obtained by contacting Matt Wallace at mwallace@rctc.org. Any protest filed by a firm in connection with this solicitation must be submitted in accordance with RCTC's written procedures.

12. CAMPAIGN CONTRIBUTION CERTIFICATIONS

Proposers are required to complete one or more Campaign Contribution Certification forms if, during the 12 months preceding the proposal submittal, any campaign contributions were made to any RCTC Commission Member/Alternate. The Proposer is required to submit the Certification as part of its proposal. A copy of the Campaign Contribution Certification may be found in Appendix A to this RFP.

13. PROHIBITED PRIOR WORK AND COMMUNICATIONS

Any person or entity that has assisted RCTC or a Proposer engaged by RCTC 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. Proposers that received assistance from any such person or entity or who will use the services and person or entity in performing the services will be disqualified.

No Proposer or anyone representing a Proposer is to discuss this RFP with any official or employee of RCTC, other than the Procurement and Assets Manager or Administrator. Neither Proposers nor anyone representing a Proposer may discuss this RFP with any individual engaged by RCTC to assist in the preparation of the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Proposer even if that Proposer was awarded the contract.

14. WITHDRAWAL OF PROPOSAL

The 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 Procurement and Assets Manager.

15. BASIS FOR AWARD AND EVALUATION CRITERIA

Any proposals submitted in response to this RFP will be evaluated according to this RFP's evaluation criteria. The evaluation criteria may only be modified by written addendum to the RFP. RCTC makes the final findings on the qualifications of Proposers and other determinations necessary for a contract-award decision.

Criteria

QUALIFICATIONS OF FIRM

- The professional qualifications of the firm and its experience conducting similar projects.
- Experience with sales tax revenue bonds
- Experience with toll revenue bonds

QUALIFICATIONS OF STAFF

-
- The professional qualifications of the staff who will be conducting the work.
 - Responses from references.
-

WORK SCOPE

- Analysis of information submitted in the RFP.
-

INTERVIEW

- Role of Project Manager and Other Key Team Members
 - Presentation of Project Implementation
 - Description of Work Activities/Strategies
 - Responsiveness to Questions,
-

COST

- Reasonableness of cost and competitiveness in relationship to other proposers
-

16. EVALUATION PROCESS

RCTC will use the following process in evaluating proposals:

- a. Establish an evaluation committee to review and score technical proposals, interviews, and cost proposals.
- b. The technical proposals will be worth up to 50% of the total score of each proposer.
- c. Evaluation Committee members will independently score and rank each technical proposal. The Committee members will then meet to discuss their scores and rankings.
- d. Based on the technical proposal scores and rankings, the proposers will be “short-listed” by the Committee.
- e. Conduct oral interviews with the short-listed firms. Oral interviews will be worth up to 45% of the total score of each proposer.
- f. Evaluation Committee members will independently rank the interview; then will discuss their rankings.
- g. The Committee will then combine the technical proposal and interview scores.
- h. The Committee as a whole will score and rank the cost proposal worth up to 5% of the total score of each proposer.
- i. A final score and ranking of each proposer will be compiled and one or more of the following will occur::

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1. Recommend award of a contract to the firm with the highest-scoring proposal which represents the best overall value to RCTC.
2. Negotiate with the highest-scoring firm and/or one or more other firms.
3. Require best and final offers from the highest ranking firm and/or one or more other firms and recommend award of a contract based in part or in whole on the results of the best and final offer.
4. Take any other action described in the "RCTC Rights" section of this RFP.

17. TIMING OF THE AWARD PROCESS

RCTC meets to consider award actions regularly on the second Wednesday of each month, at 9:30 a.m., local time. Commission-meeting agendas list all items involving matters that are public information, including awards, and are posted at RCTC's offices at least 72 hours in advance of regular meetings, as are any changes in the time or place of these meetings.

At its sole discretion, and if time permits, RCTC 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 RCTC's action.

18. PROPOSAL CONTENT AND FORMAT

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 criteria. **Proposals, including all attachments, graphics, and resumes shall not exceed 25 pages.**

Proposals must include the following sections, organized as indicated here.

A. Proposal Letter

The Proposal Letter, no longer than two (2) pages, shall be addressed to Matt Wallace and must, at a minimum, address the following:

1. Identification of Proposer, including name, address and telephone number.
2. Proposed working relationship between Proposer and sub-consultants or among joint venture members, if applicable.
3. Acknowledgment of receipt of all RFP addenda, if any.

4. Statement that the Proposer grants authority to RCTC to contact any and all references listed in the proposal. References will be contacted by telephone. Proposers are responsible to ensure that the information provided for named references is complete and current and that the references are prepared to be contacted by RCTC staff.
5. Name, title, address and telephone number of contact person during period of proposal evaluation.
6. A statement that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
7. Signature of a person or persons authorized to legally bind the Proposer to enter into the contract. The "Signing of Proposal Letter and Forms" section of this RFP identifies the officer(s) authorized to bind sole proprietorships, partnerships and corporations.

B. Technical Proposal

1. Qualifications of Firm

This section of the proposal should establish that the Proposer has the ability to satisfactorily perform the required work; the skill, knowledge, and understanding of the subject matter; the requisite previous experience on similar assignments; the stability and professional standing.

This section should include, at a minimum:

- (i) Provide a brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (ii) List and disclose any bankruptcy, pending litigation, planned office closures or any impending mergers. Provide any additional information about the firm's financial condition that may relate to its ability to complete the project.
- (iii) Identify and describe any:
 - Conviction or indictment of the firm or any officer of the firm within the last three years, involving alleged fraud, bribery, collusion, conspiracy or violation of state or federal antitrust law.

- Adjudication or determination by any federal, state or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
 - Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
 - Any termination of a contract for convenience or for cause.
 - Relationships or activities that might present a conflict of interest for RCTC, including financial relationships with other firms providing services that the issuer will procure for a bond issue.
- (iv) Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Scope of Services. Identify at least three clients for which these assignments were performed.
- Provide a description of the firm's experience, which addresses the qualities, requirements, and experience noted in the evaluation criteria for this section.
- (v) Describe firm experience working with financings similar in nature to those described in the Scope of Services by the issuer or comparable financings for similar issuers.
- (vi) Describe the firm's experience with and its approach to applicable federal securities laws and regulations.

2. Qualifications of Staff

This section should identify the qualifications of the individuals that will be providing services. The persons identified as this team will be those allowed to participate in the event the team is invited to an interview.

- (i) Include brief résumés (not more than 2 pages each) for the proposed project manager and other key personnel, highlighting their skill, knowledge and understanding of applicable subject matter, experience on comparable projects, education and applicable professional credentials. Résumés may be included as a part of the appendices.
- (ii) Identify the roles of key personnel in terms of specified tasks.
- (iii) Describe how firm proposes to provide a stable, trained work force.

- (iv) Describe the ability of the firm and assigned personnel to evaluate legal issues, prepare documents, and complete other tasks of a bond transaction in a timely manner.
- (v) 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 concurrence of RCTC. This includes subcontractors that are considered “key” to the successful execution of this project.

3. Work Plan

Proposer shall provide a narrative that addresses the Scope of Services and shows Proposer’s understanding of RCTC’s needs and requirements.

Proposer shall:

- (i) Demonstrate an understanding of the Scope of Services and its components.
- (ii) Provide a thorough description explaining how the Scope of Services will be implemented and monitored.
- (iii) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff-members.

4. Interview

A “Shortlist” of firms to be interviewed will be developed by RCTC. RCTC anticipates that the “Shortlisted” firms will be notified by RCTC no later than **June 8, 2009**. Interviews are tentatively scheduled for **June 16, 2009**. Please keep this date open. Failure to appear at the interview will cause the Proposer to be eliminated from further evaluation. RCTC reserves the right to postpone the interview date, or cancel an interview, in its sole and absolute discretion. Proposer shall be notified in advance of any such postponement or cancellation.

More detailed requirements will be sent to each short-listed firm based on their individual proposal or other relevant information.

5. Cost and Price Proposal

The Cost and Price Proposal shall be submitted in a separate, sealed envelope, clearly marked “**Cost and Price Proposal.**”

Proposer shall complete its Cost Proposal and submit the original and copies as directed in Paragraph 3 of Instructions to Proposers. RCTC is **not** providing forms to be completed for the cost and price proposal. Proposer is to follow the instructions provided in paragraph 7 entitled Type of Contract to be Awarded.

19. PREPARATION OF PROPOSAL FORMS

The term “**Proposal Forms**” refers to the following documents attached to these instructions:

The required submittal forms 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.

A. Proposal Letter

To be provided by Proposer.

B. Campaign Contribution Certification

The Proposer is required to submit only one copy of each Certification as part of its Proposal, and it should be included only in the original Proposal. A copy of the Campaign Contribution Certification may be found in Appendix A.

C. Proposal

The Proposer is required to prepare the proposal in accordance with the Instructions to Proposers and in compliance with the Scope of Services. There are no specific forms to be completed and returned.

D. Cost Proposal

The Cost Proposal shall be prepared by the Proposer and will be submitted in a separate envelope marked as the “**Cost and Price Proposal.**” Please refer to Paragraphs 3 and 7 of Instructions to Proposer for further instructions.

20. SIGNING OF PROPOSAL LETTER AND FORMS

The Proposal Letter and all proposal forms shall be signed by authorized individuals as described below:

- Sole proprietorship - owner of the firm.
- General Partnership - at least one of the partners.
- Corporation - two representatives of the corporation, each of whom must either be an officer or a person otherwise authorized by the firm’s Board of Directors to bind the firm. For any representative who is not an officer, the corporation must attach to the proposal a copy of the corporate authorization permitting that individual to bind the firm.

In the case of a joint venture, one or more representatives of each firm, each meeting the requirements set forth above, must sign the proposal letter and forms.

21. DEBRIEFINGS

If requested, oral debriefings will be given to unsuccessful firms after the award of the contract.

Appendix A

CAMPAIGN CONTRIBUTION CERTIFICATION

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 three (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 three (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
Roy Wilson, County of Riverside
Marion Ashley, County of Riverside
Bob Botts, / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Robert Crain, City of Blythe
Ray Quinto / Jim Hyatt, City of Calimesa
Mary Craton / Jordan Ehrenkranz, City of Canyon Lake
Gregory S. 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
Robin Lowe / 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
 Darcy Kuenzi / Scott Mann, City of Menifee
 Jesse Molina / Bonnie Flickinger, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Frank Hall / Malcolm Miller, City of Norco
 Dick Kelly / Cindy Finerty, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Mark Yarbrough, City of Perris
 Gordon Moller / Alan Seman, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 James Potts / Jim Ayres, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Scott Farnam / 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 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 B

SAMPLE CONTRACT AGREEMENT

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR DISCLOSURE COUNSEL SERVICES
WITH [__CONSULTANT__]**

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 200_, 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 required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing disclosure counsel services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the Financing Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, 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 from July 15, 2009 to July 31, 2012, unless earlier terminated as provided herein. The Commission shall have the option, in its sole discretion, to extend the term of this Agreement for two additional one-year periods through July 31, 2014. 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. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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 the Chief Financial Officer, 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 the Consultant for all purposes under this Agreement. The 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 competent manner, consistent with the standard 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 the 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 the 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 the 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 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 the 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*: \$1,000,000 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 employees, 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. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

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 and agents shall be covered as additional insureds with respect to the Services or operations

performed by or on behalf of the 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 and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the 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 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 the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the 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 and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) 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 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 and agents; or, (2) the 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 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.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed [**__INSERT WRITTEN DOLLAR AMOUNT__**] (**\$_[__INSERT NUMERICAL DOLLAR AMOUNT__]**) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be

necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of 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. 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. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information 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 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, 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: Chief Financial Officer

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 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 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 professionals other than Consultant or provided to Consultant by the Commission.

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, 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 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 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 the 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 the 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.

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 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 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 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 defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any 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 and 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 Commission or its directors, officials, officers, employees, consultants, agents and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all legal expenses and costs 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 Commission or its directors, officials, officers, employees, consultants, agents and volunteers.

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 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, 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 Commission, during the term of his or her service with 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 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 No Waiver. Failure of 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.

[signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT FOR DISCLOSURE COUNSEL SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
[INSERT NAME OF CONSULTANT]**

By: _____

ROBERT E. MAGEE
Chairman

By:

Signature

Name

Title

Approved as to Form:

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit "A"

Scope of Services

[__INSERT__]

Exhibit "B"

Compensation

[__INSERT__]