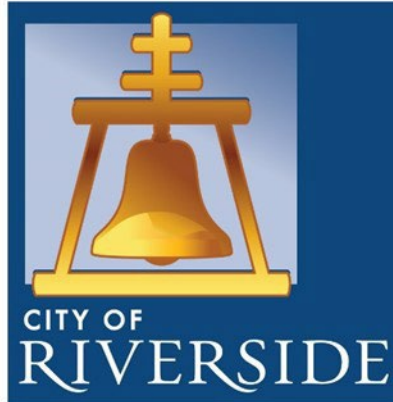


**REQUEST FOR PROPOSALS  
FOR USE OF CITY-OWNED REAL PROPERTY**

Develop, Construct, Operate, and Maintain Digital Media Signage on City-Owned Property

**\*\*DRAFT\*\* FREEWAYS AND ARTERIAL ROADWAY RIGHT-OF-WAY OUTDOOR DIGITAL MEDIA  
SIGNAGE PROGRAM**

**RFP No. (Number)**



*City of Arts & Innovation*

**Issued By:**

The City of Riverside Finance-Purchasing Division for:

Community & Economic Development Department  
3900 Main Street, Riverside, California 92522

**Proposal DUE**

(Date) BEFORE (Time) PT

**Non-Mandatory Pre-Proposal Meeting**

(Date), AT (Time) PT

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## 1. Introduction/Purpose

The City of Riverside ("City") is seeking a qualified entity or individual ("Company") to create a comprehensive Freeways and Arterial Roadway Right-of-Way Outdoor Digital Media Signage Program (Program). The City anticipates selecting one company to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

## 2. Schedule of Events

It is the goal of the City to select and retain a Company by (DATE TBD). In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	TBD	TBD
Non-Mandatory Pre-Proposal Meeting	TBD	TBD
Final Questions Due	TBD	TBD
Responses to Questions Released	TBD	TBD
<b>Proposals Due</b>	TBD	TBD
Interviews, If Needed	TBD	TBD
Notification of Tentative Selection	TBD	TBD
Tentative Financial Performance and Budget Committee (Note: Include only if applicable)	TBD	TBD
Tentative City Council Meeting to Consider Awarding Contract	TBD	TBD

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

## 3. Background

As part of its efforts to advance the Envision Riverside 2025 Strategic Plan (Strategic Plan - Exhibit J), the City of Riverside (City) seeks proposals to create a comprehensive Freeways and Arterial Roadway Right-of-Way Outdoor Digital Media Signage Program (Program), by entering into an agreement with an outdoor advertisement company or team to develop, construct, operate, and maintain Freeway and Arterial Roadway Right-of-Way Outdoor Digital Media Signs (Signs).

The Program will serve multiple purposes, including generating revenue for the City, reinforcing the City of Riverside brand, promoting the City's community events, and providing

Public Service Announcements (PSAs). In addition, it is anticipated that the Program will add value to the City's urban landscape and image and stimulate economic investment in the City by supporting the local business community and other organizations while maximizing productive uses of City-owned properties. As the City welcomes more visitors, and as residents traverse their community, the new Signs will enhance the visitor and resident experience on many levels.

The City anticipates receiving revenue from advertisement on the Signs, while also requiring a minimum of 10% of all programming time for City PSAs, including real-time alerts, traffic, events, programs, and parking availability information. The Signs must honor the character, design, and architectural heritage of Riverside's distinct districts and neighborhoods with materials and palettes that represent Riverside as the "City of Arts and Innovation".

This Request for Proposals (RFP) solicits proposals from respondents (also referred to herein as "proposers" or "company") that may require an expanded team of urban designers or other design professionals that can design a comprehensive Program in the context of the RFP prior to any construction and installation of the Signs. The Program may include: 1) City-owned land abutting freeways and 2) arterial roadway rights-of-way, including medians and parkways.

This RFP aligns with the City's Envision Riverside 2025 and, more specifically, Strategic Priority No. 3: Economic Opportunity and Strategic Priority No. 5: High Performing Government. The RFP also aligns with several of the Cross Cutting threads in the Strategic Plan, including, but not limited to: 1) Fiscal Responsibility: potential revenue from the Citywide Outdoor Digital Media Signage Program demonstrates that Riverside is a prudent steward of public funds and ensures responsible management of the City's financial and property resources; 2) Innovation: Riverside is being innovative by reinforcing the Riverside image and identity, and implementing Outdoor Digital Media Signage on City-Owned property to generate revenue for the City; and 3) Community Trust: the Outdoor Digital Media Signage Program will provide conduits for public information which serves the public interest.

#### **4. Prerequisites**

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least five (5) years of experience, within the past five (5) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "A").
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have registered as a "Prospective Bidder" on the electronic Current Prospective Bidders List. Companies can register at:

#### **[PlanetBids Vendor Portal](#)**

- Once registered, Companies must download this RFP by clicking "Place eBid" under their name in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.
- If applicable, Company and/or its key personnel shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

## **5. Scope of Services**

The City is seeking a qualified outdoor advertising company, including an urban designer or other design sub-consultants, or supplemental outdoor advertising company, if necessary, to design and implement the Program. The Company will then be responsible for the construction, maintenance, and operation of Signs at the following locations: 1) City-owned land abutting freeways and 2) City arterial roadway rights-of-way. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

## **6. General Terms and Conditions**

The successful company will be required to execute a Standard Professional Agreement ("Agreement"). A sample is attached as Exhibit "E". The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term of the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

## **7. Inquiries**

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP must be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be on or before (Date) before (Time). To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed, and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated herein, prior to award of a contract by City Council, is strictly prohibited. Any Proposer who violates this provision shall be immediately disqualified from consideration as a vendor under

the terms of this RFP.

## **8. Completion of Proposal**

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

## **9. Delivery/Submission of Proposals**

### **Proposal Due Date/Time: (Date) BEFORE (Time)**

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

## **10. Alternative Proposals**

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

## **11. Proposal Format and Content**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing/Revenue
- Disclosures

### **a. Cover Letter**

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

### **b. Statement of Understanding and Approach**

This section must demonstrate an understanding of the Services. It should describe the general approach, organization, sign location and design, and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

### **c. Company Information**

This section shall include contact person information, address, and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

#### **d. Company Personnel**

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

#### **e. Experience and References**

Company will provide at least three (3) references, within the past five (5) years of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years of experience, within the past five years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

#### **f. Evidence of Insurance**

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit E).

#### **g. Pricing/Revenue**

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs/revenue.

#### **h. Disclosures**

All proposals must include a response to the Disclosure Questionnaire utilizing the form in Exhibit "H." Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of



any current Riverside elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the company from consideration.** Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

## **12. Examination of RFP and Sites of Work**

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

## **13. Addenda**

Any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

## **14. Withdrawal of Proposal**

All proposals shall be company offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

## **15. Public Records**

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

## **16. Evaluation of Proposals**

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all proposals that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Selection Criteria: The following criteria will be used for initial scoring purposes and to determine a proposer interview list (please note, the City may choose to interview the top two responsive proposers – at a minimum).

Consultants will be evaluated based on the following criteria:

1. Projected Revenue/Public Service Announcement Time (40%)
2. Proposed Sign(s) Location(s) and Design (15%)
3. Agreement Terms and Conditions & Proposal Requirements (20%)
4. Company/Team Experience (15%)
5. Project Timeline/Schedule (10%)

**If needed, interviews will be scheduled on TBD.**

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

## **17. Rejection of Proposals**

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

## **18. Protest Procedures**

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

Revenue is to remain as negotiated for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all revenue modifications.

## 19. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City **without exceptions to the City's standard agreement**. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "E". **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict between documents, the following order of precedence shall apply:

- Agreement
- City of Riverside's Request for Proposals
- Company's Response to the Request for Proposals

## 20. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Signature Authority Documentation showing who is legally authorized to enter into agreements on behalf of the Company.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

## 21. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the

Agreement to the next qualified Company.

## **22. Cancellation**

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

## **EXHIBIT A Scope of Services**

### **SCOPE OF WORK**

The City is seeking a qualified outdoor advertising company including an urban designer or other design sub-consultants, or supplemental outdoor advertising company, if necessary, to design and implement the Program. The Company will then be responsible for construction, maintenance, and operation of Signs, at the following locations: 1) City-owned land abutting freeways and 2) City arterial roadway rights-of-way.

This RFP also requires a preliminary analysis to determine the optimal number of locations along freeways (I-215, SR-60, and SR-91) and within arterial roadway rights-of-way, including medians and parkways. The projected annual revenue from all new Signs along with the proposed percentage of City public service announcement time shall also be provided by the proposers.

The City intends to contract with one Company exclusively, including any necessary design sub-consultants that specialize in outdoor advertising. Where two or more companies desire to submit a single proposal in response to this RFP for work associated with the Signs, they should do so on a prime / sub-consultant basis.

#### **1. PROGRAM GOALS/SIGN DESIGN GUIDELINES**

Key goals of the Program include implementing a suite of contemporary, durable Signs for placement on 1) City-owned land abutting freeways and 2) City arterial roadway rights-of-way. The design program must focus on the harmonization of the design, aesthetics, scale, materials, maintenance, and placement of Signs and the following objectives:

- Promote ease and safety of vehicular movement and accessibility through the placement and design.
- Establish the basis for an ongoing maintenance and renewal program.
- Achieve attractive streetscapes and gateways through a high standard of civic design.
- Follow [City of Riverside Design Guidelines](#) and City of Riverside Brand Standard Manual as required.
- Promote and enhance City event programming and other relevant information.
- Relate to their location and local distinctiveness and reinforce a sense of place.
- Be positioned in locations that do not compromise special site lines or landscapes.
- Relate to each other in terms of design, scale, and location parameters.

The Program and design of all Signs should result in cohesive design language and should recognize the unique character and scale of the potential locations that the City has identified. The Program must offer opportunities for customized elements that can tie into the City's brand, logo, and signature slogan: "City of Arts and Innovation". The selected company is required to use the "City of Riverside Brand Standard Manual" & Design Examples (Exhibit I) as the basis of the design of the Signs.

The Program should beautify the City wherever Signs are located and create interesting and compelling advertising options in unique designs. Because the Program will touch varying locations that differ in scale and visibility, the selected Company will be required to show how the Program is coordinated at all the various locations. Materials with timeless structural

design are preferred while the Program ensures cohesive design, form, scale, materials, and placement.

The Digital Technology & Scale to be considered under this Program include:

- Technology
  - Automobile oriented - large format
    - Static LED mode only
  - Automobile oriented – small format
    - Static LED mode only
- Scale
  - Automobile oriented - large format (Billboard) style
    - Large format for City-owned land abutting freeways
  - Automobile oriented – small format (monument sign) style
    - City arterial roadway rights-of-way

### **Freeway Design Standards**

Inspirational sign examples are included as Exhibit D. The City has design requirements (Exhibit I) for any sign on City-owned land abutting Freeways which includes:

- At a minimum, the words "City of Riverside" and the Riverside Raincross logo shall permanently appear on the structure in a size large enough to be visible to freeway motorists (see Exhibit D). The precise location, size, and font of the words shall be determined and approved by the City.
- All ground-mounted equipment shall be screened from view at street level. The entire site occupied by the Signs shall be appropriately landscaped with groundcover, shrubs, and (as appropriate) trees, as well as permanent irrigation and associated landscape lighting, to the satisfaction of the City per the Riverside Municipal Code.
- Each Sign must be oriented primarily for viewing from the freeway and shall be oriented, and adequately shielded, if necessary, to prevent the trespass of light and glare upon any residential land use, including those in mixed-use districts, as exists on the date of building permit issuance per the Riverside Municipal Code.
- The Signs shall utilize an innovative design and be creatively formatted to use the latest in technology to ensure digital image quality and use innovative architectural features and materials.
- Signs shall relate to their location and local distinctiveness and reinforce a sense of place.
- Signs and their locations shall not compromise special site lines or landscapes.

### **Design Standards - Arterial Roadway Rights-of-Way**

Specific design requirements for any sign on City arterial roadway rights-of-way:

- The digital outdoor advertising signs will incorporate the City's identity into its design, and at a minimum, include the Riverside Raincross Logo and the words "City of Riverside".
- The design shall reflect and respond to the characteristics of the neighborhood, scale,

and site conditions.

- A design for the location shall consider the existing conditions, and the potential new landscaping, site improvements, and proximity to the face of curb, edge of pavement, or sidewalk.
- Designs, including proposed locations, dimensions, illumination/luminosity, orientation, and other characteristics shall not compromise traffic safety or otherwise impede safe roadway conditions to the full satisfaction of the City Traffic Engineer.
- Signs shall relate to their location and local distinctiveness and reinforce a sense of place.
- Signs and their locations shall not compromise special site lines or landscapes.

## **2. POTENTIAL CITY-OWNED LAND ABUTTING FREEWAYS LOCATIONS**

The City has identified two (2) City-owned sites as potential freeway locations for the Signs (Exhibit B). The ultimate locations for the Signs should ensure optimum return on investment and rapid results based on an effective marketing strategy.

The proposers will be responsible for evaluating City-owned sites for potential freeway locations for the Signs. The evaluation and the determination of freeway locations shall consider the determination of the sites with maximal revenue generating potential, based on visibility along the freeway and dwell time of the Signs. Sign selection decisions must also consider environmental and aesthetic impacts and assure adherence to the City's requirements and compliance with all rules and regulations for electronic signs adopted by the Federal Highway Administration, and the California Department of Transportation (Caltrans); <https://dot.ca.gov/programs/traffic-operations/oda>.

The selected Company will be required to prepare a preliminary analysis for locating the Signs and any subsequent environmental documentation, site selection, utility easements if any, and any other encumbrance responsibilities. The City will determine the level of environmental review required in compliance with the California Environmental Quality Act (CEQA). The selected Company will be responsible for all costs associated with such review and compliance, if any, including noticing costs, filing fees, staff costs, and consultant fees.

## **3. LOCATION-SPECIFIC CONSIDERATIONS**

### **Specifications – City-owned land abutting Freeways:**

Current best available digital-billboard technologies:

- Light-Emitting-Diode (LED) digital display
- Remote diagnostic and maintenance capability
- "Amber Alert" capability
- Automatic brightness adjustment to ambient lighting conditions
- Color calibration to ensure consistent image quality
- Remote shutdown capability
- Screen sizes and pixel dimensions
- Unless otherwise specified in the proposal, it is assumed that each digital billboard will be double-sided or multiple-sided
- The ability to collect data, including but not limited to: air quality, gunshot monitoring,

temperature, traffic volumes & classification is highly desired.

### **General Requirements:**

- Full compliance with the specified design requirements stated in Section 1 above
- Regularly scheduled onsite maintenance
- Internal service access for safety and improved appearance (no visible catwalks)
- Constructed to comply with all applicable Caltrans codes
- Engineered foundation, anchoring mechanism, and support system

### **Maintenance Requirements:**

- The selected Company will be required to maintain, repair, and upgrade the Signs as needed to provide the best available digital-billboard technologies.

### **Application Requirements:**

- Every application for the construction of the new Signs will be filed with the written consent of the City on forms required by the Community & Economic Development Department and shall be, at a minimum, accompanied by the following information:
  - A pictorial representation of, and other information about, the proposed digital billboard, disclosing overall dimensions, dimensions of letters and figures, colors, materials, copy, and illumination characteristics.
  - A plan of the site on which the proposed Signs will be located, indicating the precise location of the Signs, existing and proposed landscaping, other site improvements, and proximity to the edge of pavement of an adjacent freeway.
  - Documentation of the non-classified or declassified status of the adjoining freeway segment furnished by the California Department of Transportation.

### **Regulatory Requirements:**

- All Signs shall comply with standards established by Caltrans that are in effect at the time the permit is issued.
- Among other provisions, these standards may prohibit the construction of digital billboards in landscaped areas and/or in zones where residential uses are permitted, may limit the size and height of digital billboards, and may require separation between billboards.
- It shall be the sole responsibility of the selected Company to obtain any required permits, approvals or other authorization from any entity having jurisdiction over the project or the site.

### **Lighting and Display Requirements:**

- The following lighting and display requirements apply to the Signs:
  - The display brightness shall be controlled by a photocell or light sensor that adjusts the brightness to the required level based on ambient light conditions without the need for human input. Use of other brightness adjustment methods, such as timer- or calendar-based systems, shall only be used as a backup



system.

- All signs shall be equipped with a control system that, in the event of a display or control malfunction, "freezes" the display on either a single, unchanging message, or a blank screen.
- All Signs must comply with all applicable laws and regulations concerning brightness, including, without limitation, California Vehicle Code Section 21466.5, and as amended.

### **Maintenance and Monitoring:**

- All Signs shall be equipped with immediate shut off functionality to allow the sign to be disabled in the event of a malfunction. The selected Company shall not allow any Sign to remain in a condition of disrepair for more than fifteen (15) days. A Sign shall be deemed to be in a condition of disrepair if it needs replacement of defective or missing parts, has a broken or damaged sign face, or needs repainting or cleaning in order to be brought into a reasonably sightly and legible condition.
- The selected Company shall submit a Lighting Monitoring Report to the City of Riverside upon installation, and at three-year intervals thereafter to ensure company conformance with the lighting requirements, herein.
- Complaints about lighting will be investigated by the City, and if determined necessary by the Director of Community & Economic Development Department, the selected Company shall provide an updated Lighting Monitoring Report within 72 hours of the notice from the City. The City shall reserve the right to conduct Sign lighting measurements. If the measured luminance and/or illuminance exceed the data presented in selected Company's Lighting Monitoring Report, the findings of the City report shall prevail. All costs shall be borne by the selected Company.

### **Specifications – Arterial/Roadway Rights of Way**

The City also desires City/Neighborhood monument Signs on City arterial rights-of-way. The Signs in the arterial rights of way may be in raised medians or parkways to target automobile traffic. The Signs must reflect the neighborhood character and will be designed as both a gateway/identity statement and for advertising.

There are three types of gateways that the City could consider. These include Regional Gateways, Local (Neighborhood) Gateways, and Local Activity Nodes, as defined in the General Plan 2025 Executive Summary (Exhibit F). Each type of gateway would have its own characteristics related to the size, location, number, and type of signage in both the median and near pedestrian pathways. This requires a comprehensive Program to be developed for the identified locations. Additional locations not included in the General Plan 2025 could also be considered based on more current patterns of local activity or requests from the community.

The selected Company will be requested to select the locations for the installation of eye-catching and attractive digital Signs that provide responsive communication through the display of messages in real time. The arterial locations identified by the selected Company for the Signs should ensure optimum return on investment and rapid results through an effective marketing strategy.

In selecting the arterial street locations for the Signs, the evaluation and the determination by

the selected Company shall not be limited to a determination of the sites with maximal revenue generating potential based on visibility along City streets and dwell time near the Signs. Location selection shall also take into consideration environmental and aesthetic impacts, assurance for the adherence to City's requirements and compliance with all rules and regulations for electronic signs adopted by the Federal Highway Administration and the California Department of Transportation (Caltrans), as applicable.

In addition, the Company shall take into consideration any input and address any concern from local associations and special interest groups for the proposed locations of the Signs and work cooperatively with area stakeholders including, but not limited to, Business Improvement Districts, merchant associations, owners of adjoining properties, and neighborhood or community-based organizations.

The selected Company will be responsible to provide an analysis in association with the Signs and any subsequent environmental documentation, site selection, utility easements if any, and any other encumbrance responsibilities. The City will determine the level of environmental review required pursuant to the California Environmental Quality Act (CEQA). The selected Company will be responsible for all costs associated with such review and compliance, if any, including noticing costs, filing fees, staff costs, and consultant fees.

## **Specifications**

Current best available digital advertising/gateway signs technologies are required, including but not limited to the following:

- Light-Emitting-Diode (LED) digital display
- Remote diagnostic and maintenance capability
- "Amber Alert" capability
- Automatic brightness adjustment to ambient lighting conditions
- Remote shutdown capability
- Screen sizes and pixel dimensions
- Color calibration to ensure consistent image quality
- The ability to collect data, including but not limited to: air quality, gunshot monitoring, temperature, traffic volumes & classification (including bicycles and pedestrians) is highly desired.

## **Construction and Operation Requirements**

- Full compliance with the specified design requirements stated in Section 1 above
- Strict adherence to City cybersecurity requirements
- Regularly scheduled onsite maintenance
- Internal service access for safety and improved appearance (no visible catwalks)
- Constructed to comply with all applicable City codes
- Engineered foundation, anchoring mechanism, and support system

The Agreement will require the Company to maintain, repair, and upgrade the digital advertising/gateway signs as needed to provide the best available digital banner technologies during the term of the Agreement.

## Development Standards

Section 1 above outlines the minimum design expectations for digital advertising/gateway signs on arterial roadway rights-of-way. In addition, the proposed designs shall comply with the applicable provisions of the [Citywide Design Guidelines](#) for freestanding signs:

- The sign structure should be architecturally design and incorporate architectural themes, design details, materials, and colors predominant in the surrounding neighborhood.
- Sign panels and display faces should be limited in size to the width of the architectural support elements of the sign.
- Freestanding signs may be internally illuminated; however, the sign copy and digital display faces are the only portions that should be illuminated. The sign background field should be opaque. Signs with individual letters or stenciled panels with push-through graphics are encouraged.
- Freestanding signs must be situated within landscape planters, and accent plantings at the sign base are strongly encouraged.

In addition, proposers may not use the signs to display any message that in the City's reasonable judgment is:

- False or misleading;
- Promotes the sale or use of tobacco products, alcoholic beverages, or medical marijuana;
- Depicts violence or anti-social behavior or relates to illegal activity;
- Contains "obscene matter;"
- Promotes or opposes a candidate for public office or promotes or opposes a ballot Measure;
- Holds a person or group up to public ridicule, derision, embarrassment, or defamation; or
- Includes language that is obscene, vulgar, or profane, or that presents a clear-and-present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order.

### **This RFP is put forth with the following understanding:**

- The development, construction, operation, and maintenance of the Sign(s) for the comprehensive Citywide Outdoor Digital Media Signage Program proposed by the company must identify requirements related to and in compliance with the California Environmental Quality Act (CEQA) as a condition to the approval of the agreement, which shall be at the sole cost and expense of the company. In addition, the development, construction, operation and maintenance of the digital sign(s) must comply with all other applicable regulatory approvals (e.g. Caltrans), which shall also be at the sole cost and expense of the company.
- The development, construction, operation and maintenance of the Sign(s) need to provide direct revenue to the City and promote public service announcements such as City sponsored events, support the local business community, and disseminate public safety information and traffic messages (e.g. Amber Alerts) at no cost to the City.
- In addition to the minimum 10% of time for City advertising, the Proposers shall make the signs on City-owned land abutting Freeways available to Caltrans for the purpose

of displaying "Amber Alert" messages in accordance with the Amber Alert Guidelines set forth in Exhibit G to this RFP, as amended from time to time. In addition, proposers shall agree to make the signs available to Caltrans, to the City, and to other government agencies, on a space-available basis and without cost, for the purpose of displaying public-service messages (e.g., reports of commute times, drunk-driving-awareness messages, reports of serious accidents, emergency-disaster communications). Alternatively, proposers may agree to include such public-service messages in the body of commercial advertising. As used in this RFP, "space-available basis" means anytime when Proposer has not sold out the display time on the sign.

- Title 19 of the Riverside Municipal Code regulates signage in the City (see Chapter 19.620 - General Sign Provisions). Amendments to Title 19 may be required based on City Council direction and policy. If needed, the amendments will require all required applications, filing fees and submittal materials as determined by the Community & Economic Development Department and shall be submitted for processing to the Planning Division. Planning Commission and City Council consideration and approval of any necessary amendments to Title 19 shall be required prior to award of any agreement under this RFP. The amendment process will entail both Planning Commission recommendation and City Council approval and may take six to twelve months. This estimated timeframe should be considered and included in the overall project schedule.
- The selected Company should have significant experience and a verifiable track record of accomplishment. Innovative proposals that maximize the return to the City are encouraged. **Conventional, industry-standard billboard designs are not desirable.**
- All City-owned property shall be offered in "as is" and "where is" condition, and the City does not make any representations and/or warranties as to the suitability of any City-owned property for any proposed digital sign. Each company is encouraged to perform its own feasibility analysis of any particular City site and the requisite regulatory approvals associated therewith for the use of said City site for a Sign.

#### 4. PROPOSAL REQUIREMENTS

The City welcomes responses to the RFP in a format that the company believes best expresses its qualifications. Concise yet comprehensive proposals are preferred.

All submittals shall include the following:

- **Design Guidelines:** All proposals shall include three (3) different preliminary design concepts for each of the following categories: 1) City land abutting freeways and 2) City arterial roadway rights-of-way, in accordance with the Design Guidelines and the City of Riverside Brand Standard Manual. Proposals must also include the following drawings indicating the proposed design, scale, site placement, and materials:
  - Site Plan
  - Elevations
  - California Vehicle Code Section 21466.5
  - 3-D renderings are preferred, but not required
  - A pictorial representation of, and other information about, the proposed Arterial Signs shall be provided disclosing overall dimensions, dimensions of letters and figures, colors, materials, copy, and illumination characteristics.

- All three (3) design concepts shall show daytime and night-time conditions for the City to review.
- **Permitting Requirements & Approvals**
  - The Company shall work with the City, as necessary, to submit and obtain necessary permits to construct the Signs.
  - All final artwork and display sign designs will be subject to approval, in writing by the designated City staff before publication of each digital Sign and Billboard advertisement.
  - The Company shall work with Caltrans, if necessary, to submit and obtain necessary State permits to construct the Signs.
  - Demographic Data Map identifying the location of proposed signs.
- **Relevant Experience:** Prospective bidders must have at least five (5) years of experience, within the past five (5) years under the same legally registered business name, in providing services of a similar type and scope as described in the Scope of Services and must not have filed for bankruptcy under any business name over the past five (5) years and must also include the following:
  - Proposal should identify a description of at least three (3) similar projects completed within the last five (5) years by the prospective bidder; the proposal should include the date of completion and/or teams that comprise the company, key staff resumes, which clearly demonstrates the requisite expertise in the development, construction, and operation of Sign(s). Relevant experience may also include:
    - Being a direct party to a similar contractual obligation with the public sector and/or governmental entity for a similar project.
    - Preparation of applications and related documents pertaining to the California Environmental Quality Act (CEQA) or other similar or comparable environmental review process for a similar project.
    - A similar project as a lessee or party to a long-term ground lease or similar real property right or interest with a public sector and/or governmental agency.
    - Experience with California cities and California Department of Transportation should be highlighted.
- **Construction and Maintenance Requirements:** Include a detailed description of the Sign(s) that will be developed, constructed, and operated on each particular City site, as applicable. The detailed information should describe specifications of the Sign(s) (e.g. remote diagnostic capabilities, Amber Alert capabilities, automatic brightness adjustments, UL and IEC criteria, color calibration, and remote shutdown capabilities) and compliance with applicable federal, state, local, and other regulatory laws and ordinances. In addition, a detailed description of the regularly scheduled onsite maintenance, internal services access for safety and improved appearance, and proposed upgrades to the digital sign during the term of an agreement will also need to be provided.

- **Timeline:** Development and Construction Schedule: An overall proposed development and construction schedule including the anticipated time periods needed to negotiate the agreement, approval period for any further entitlements to execute the development; period of time to obtain financing (if any), construction of the Sign(s), and any other conditions in order to complete the development and construction of the Sign(s).
- **Agreement Terms and Conditions:** The proposed business terms of an agreement shall include but are not limited to:
  - The length of the lease term together with any options (if any)
  - The proposed lease terms and compensation to the City (e.g. upfront payments, annual payments, type of payment (percentage of gross revenue, including any definitions, other considerations)
  - Percentage of all advertising time allocated for public service announcements, including real-time alerts, traffic, events, programs, and parking availability information (10% of total advertising time minimum)
  - Permitted and prohibited material to be advertised
  - Type of advertising desired (e.g. static)
  - Criteria for promoting community events, local businesses, disseminating public safety and traffic related messages, and any percentage of advertising time that will be allocated to the City
  - Compliance with all applicable federal, state, and local building codes; and
  - Additionally, a detailed description of the regularly scheduled onsite maintenance, internal service access for safety and improved.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City. A sample Agreement is attached as (Exhibit E). This is a sample agreement only and is subject to modifications and final negotiations with the selected Company.

- **Project Proforma:** A project development cost spreadsheet, which shall include specific line items costs (such as soft costs, hard costs, financing costs, contingency costs, etc.) in sufficient detail, a schedule as to when said costs are anticipated to occur, the development assumptions together with the rationale associated therewith, and the anticipated or projected revenue payments to the City.
- **Indemnity:** The Company will be required to defend, indemnify, and hold the City harmless from and against any claims arising from the selection of the proposed operator(s), any amendment to the City sign ordinance, approval of an agreement between the City and Company and/or and claims arising out of the Program.
- **Litigation History:** Please include a description of any litigation within the past five years involving any individuals, companies, and/or teams that comprise the Company, which is in any way associated with the development, construction, or operation of digital sign(s). If applicable, please provide any information related to said litigation, including case name and number, the venue of the case, and the outcome.

**EXHIBIT B**

**Potential Off-Site Advertisement Sites on City-Owned Property Along Freeways/Site Map**

<b>Site</b>	<b>Address</b>	<b>Zoning</b>	<b>Use</b>	<b>Department</b>
1	3575 Vine St.	CR	Parking Lot	Public Works
2	Fairmount Park Golf Course	PF	Golf Course	Parks, Recreation & Community Services

# EXHIBIT C

## Potential Off-Site Advertising on City Arterial Rights-of-Way Site Map

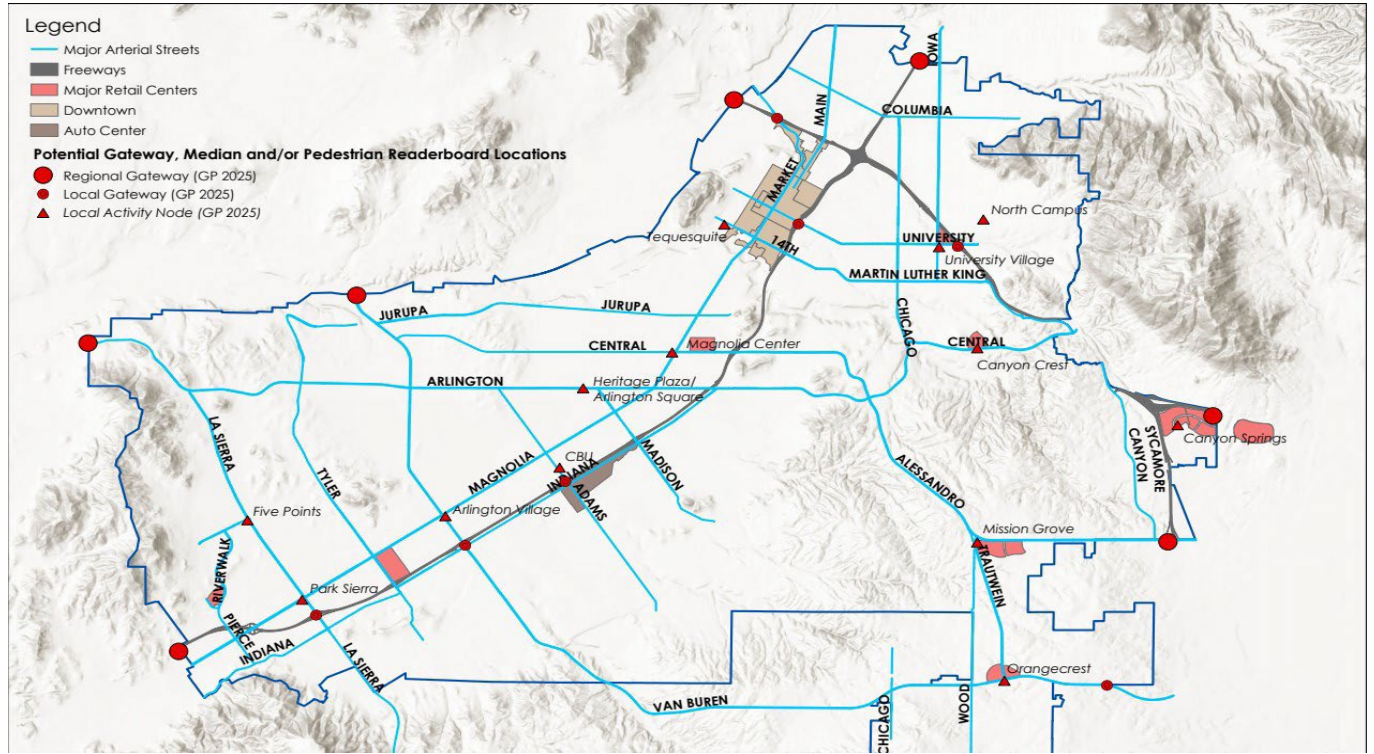




EXHIBIT D  
Examples of Freeway and Arterial Signs

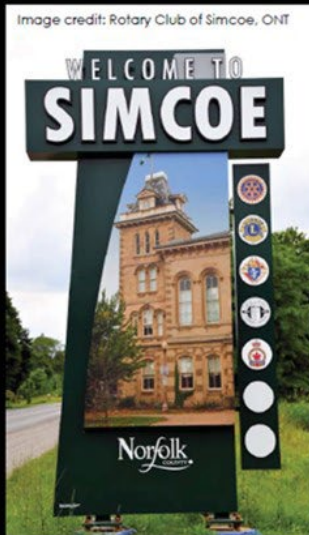
# Freeway Signs



# Arterial Signs



Digital Gateway Pylon



Static Gateway Pylon



Digital Gateway Monument