



PORTLAND STREETCAR

Request for Proposals Portland Streetcar Sponsorship and Advertising Program Management

Portland Streetcar, Inc.
June 7, 2021

Proposals Due: 4:00pm July 30, 2021
Questions Due: 5pm July 16, 2021
Late Proposals will be rejected as non-responsive

Refer All Questions to:
Dan Bower, Executive Director – PSI
503-869-0820
dan.bower@portlandstreetcar.org



PART I GENERAL REQUIREMENTS

1. Purpose

Portland Streetcar Inc. (PSI) is seeking proposals from firms qualified to provide revenue-generating transit sponsorships and advertising contracts for display on certain physical assets of the Portland Streetcar transit system in Portland, OR. The selected Proposer will be responsible for coordinating sponsorship activities to generate revenue on streetcar vehicles and streetcar shelters and manage sales and placement of sponsorships and advertising, production of materials, and other duties as described in a final contract.

2. Description of Portland Streetcar Service

Portland Streetcar is owned and operated by the City of Portland and began service July 20, 2001 with a 2.4-mile alignment (4.8-miles round trip) from Portland State University to NW 23rd Avenue. Now, after 16 years, 5 extensions, and over 55 million riders, Portland Streetcar operates three lines around 16-miles of track in Portland's Central City. The City owns seventeen (17) streetcars and is expecting delivery of three (3) additional streetcars in 2022.

The North | South (NS) Line operates on 8-miles of track from SW Lowell & Bond in the South Waterfront to NW 23rd & Marshall in the Alphabet District connecting PSU, the Central Business District, and the Pearl District along the way.

The A & B Loops operate two circular routes connecting the Pearl District, Lloyd, Central Eastside Industrial District, Central Business District and PSU in clockwise (A Loop) and counter-clockwise (B Loop) loops around the Central City.

Service is provided seven days a week from approximately 6:00 AM to 11:00 PM. For fiscal year 2020, 71,973 vehicle revenue hours of service were provided.

Portland Streetcar, Inc. (PSI) is a private non-profit (501 c3) under contract with the City of Portland to manage certain activities for the streetcar system, including recruitment and activation of sponsorships. The successful Proposer will enter into a contract with PSI for up to five-years of advertising and sponsorship program management. The contract will be assignable to the City of Portland for its duration in the event PSI is unable to fulfill contract terms (current City/PSI Contract expires June 30, 2023). PSI's standard contract template is included here as Attachment A.

3. Sponsorship and Advertising Parameters

PSI has marketed and sold sponsorship opportunities on Portland Streetcar vehicles and shelters since the system opened in 2001. The City of Portland does not allow outright advertising in the public right-of-way and sponsorships are seen as a means of generating revenue for the system while protecting the City from distasteful, or unwanted speech or content. Sponsorship language and visuals are viewed as speech owned by the City of Portland, rather than the vendor. Examples of this distinction can be seen around the system today with language such as, "This streetcar sponsored by XXX" or other examples with language that supports the streetcar system but does not have a call to action for consumers. Samples of existing sponsorships are included in this request package as Attachment B.

This program has been successful in channeling community-based support for the system into lower value sponsorships. However, the parties recognize that restricting the speech to sponsorships is

limiting potential value to the City and PSI. The City of Portland recently clarified their restriction on advertising in the public right-of-way to allow for certain advertising activities on “rolling stock” such as transit vehicles that are moving through the city, much like TriMet’s bus and light rail system.

As such, the parties are seeking assistance from a vendor to assist PSI staff in managing a program to generate revenue from sponsorships on shelters and some streetcars and to develop and manage a new advertising program on up to seventeen (17) streetcars in 2021 and up to twenty (20) beginning in July 2022.

The successful bidder will work with PSI and the City of Portland to develop guidelines for advertising content and the overall display on the vehicles and shelters.

4. Proposer Qualifications

- a. Proposer must demonstrate that it has experience in the advertising business and that Proposer has the capability of providing the necessary staff to conduct business in the Portland area. The successful Proposer will provide up three (3) references for similar or related work.
- b. Proposer must demonstrate that it has the financial capacity and ability to conduct a sales program designated to produce maximum advertising income. Experience in managing advertising sales on transit is preferred, though not required.
- c. Successful Proposer shall obtain a current City of Portland Tax Registration Number prior to initiation of contract and commencement of the work.

5. General Proposer Requirements

- a. The selected Proposer will have the exclusive right to place PSI-approved advertising on the exterior of streetcar vehicles, inside the streetcars in select locations, and to work with PSI to provide sponsorship messaging at shelters. Advertising will not be allowed at shelters and stations at this time. The Proposer will be responsible for securing all contracts, managing placement of advertisements, and coordinating with PSI staff.

The Proposer shall present PSI with a range of options to activate advertising opportunities on the streetcars including a range of ad locations, coverage, size and scale as well as a range of potential revenues and costs associated with each.

- b. The Proposer will give its best effort to sell advertising space and will operate a fully staffed business office to manage this effort. Proposer must be available to travel to Portland within three (3) days if needed.
- c. The Proposer must be familiar with the Portland area, local ordinances of municipalities in the area, and be capable of acquiring both local and national advertising contracts.
- d. The Proposer must have a work force capable of ensuring proper installation, maintenance, and removal of advertising displays without damaging the streetcars.
- e. The Proposer will comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. All advertising must be approved by the PSI Executive Director prior to installation, with at least a two work-day notice. The PSI Executive Director will be the sole

arbiter of acceptable content and will designate approval/disapproval through an email or other written communication. Determinations are final and not appealable.

f. The Proposer will remove unapproved or damaged ads within 24 hours of written notice given by PSI. It will remove all dated advertising materials within five (5) calendar days from their expiration date. (Dated materials refer to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.)

g. Any unsold spaces will become available to PSI for the purpose of inserting temporary public service announcements or for publicity of other community events.

h. The Proposer will indemnify and hold harmless PSI and the City of Portland from and against all damages and claims resulting from the Proposer's action and against all damages and claims arising on behalf of or asserted by any employee, agent or sub-Proposer of the Proposer. All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

i. The Proposer will indemnify and hold harmless PSI and the City of Portland in the event that the Proposer's ads are destroyed, defaced, or otherwise affected in any way by vandalism, accidents and other acts.

j. The Proposer assumes all responsibility for all the materials and services provided under this contract, whether those materials and services are provided by the Proposer, purchased ready-made, or provided by a sub-Proposer. The Proposer warrants that all products and/or processes utilized in production, installation, maintenance, repair and removal of all advertisement during the term of the contract shall not damage any of the display areas. In the event that damage occurs, the Proposer shall reimburse PSI for its actual costs of repairs (labor burden, parts and materials) plus a 25% administration overhead fee. Prior to undertaking any repairs, PSI will provide 72 hours-notice to enable the Proposer time to inspect the subject damage if so desired.

k. The Proposer agrees to keep complete, accurate and up-to-date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with its regular payments to PSI.

l. PSI will have the right to audit Proposer's books and accounts relevant to the contract only. If PSI elects to make such an audit, Proposer shall make all appropriate books, records and accounts, including records maintained for payments made to PSI, available within thirty (30) days of PSI's written request. The Proposer must preserve all appropriate books, records, and accounts generated during the entire term of this agreement for the current year plus three (3) years.

m. The Proposer will make monthly payments, due no later than ten (10) days after the first day of each month, to PSI for any revenue received according to the compensation structure in the contract. Monthly payments shall be accompanied by a schedule which shows the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount of revenues to be earned in the future under existing contracts. Payments received after the 10th day will be subject to a 10% penalty if paid within the same month as the due date, and a 100% penalty (all revenue generated during the time period) if paid thereafter.

Arrears of ninety (90) days shall be grounds for termination of the contract and removal of advertising materials from Portland Streetcar vehicles and shelters.

6. Specific Advertising Requirements

a. Material and Appearance of Advertisement: PSI requires that all advertising installed as part of the proposal be of a non-permanent type, i.e., “direct application.” The Proposer shall ensure that all advertisements are manufactured, installed and removed in accordance with current industry standards and in such a way as to preserve the original appearance and condition of the surface on which the advertisement is placed. Additionally, each ad shall present a sharp, clear, high-quality appearance at all times, regardless of the duration of the advertisement. No layering of one ad upon another will be permitted. PSI will be the sole determinant for judging whether an ad is in an acceptable condition.

b. Dimensions of Advertisement: The dimensions of any advertising material will not exceed the surface area of the streetcar. Ads will not protrude beyond the available space. PSI prefers to maintain at least 70% of window space with no advertising or coverage.

c. Limitation on advertisements: Proposer shall not display or maintain any advertisement that includes one or more of the following categories:

- i. The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
- ii. The advertisement or information promotes unlawful or illegal goods, services, or activities.
- iii. The advertisement or information implies or declares an endorsement by PSI or the City of Portland of any service, product or point of view without prior written authorization from PSI.
- iv. The advertisement contains an image of a person, who appears to be a minor, in sexually suggestive dress, pose or context.
- v. The advertisement or any information is directly adverse to the commercial or administrative interests of PSI, or is harmful to the morale of Portland Streetcar employees.
- vi. The advertisement contains images or information that demean an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, veteran’s status, disability, or sexual orientation.
- vii. The advertisement contains images or information that are violent, frightening or otherwise disturbing as to be harmful to minors.
- viii. The advertisement promotes escort service, dating service, or sexually oriented business.
- ix. The advertisement contains images or information that would be deemed by a significant segment of the local public to be offensive, improper, or in bad taste.
- x. The advertisement promotes the use of alcohol and/or tobacco or marijuana products or any product or service not available or open to people of all ages.

xi. The advertisement contains political information on local or national controversial subject or subjects not in accordance with the statutes, ordinances and court decisions pertaining to Portland Streetcar's service area.

7. Contract Term

a. The contract will be for a five (5) year base term with options, exercisable by PSI for an additional (5) year term. Should PSI determine to exercise each option, it will notify the Proposer of its determination, in writing, at least ninety (90) days prior to the end of the base term or option term. PSI's contract with the City of Portland expires on June 30, 2023 – should PSI be unable to fulfill its contractual duties to the successful Proposer the contract will be assigned to the City of Portland.

b. Prior to contract expiration, termination may be made by mutual agreement or immediately upon the breach of this agreement by the Proposer. Either party may give the other party ninety (90) days written notice, and upon the expiration of the ninety (90) day-time period, the agreement will be terminated. A breach of the contract may include, but is not limited to, a violation of the policies and rules of Portland Streetcar, non-performance of contractual duties, failure to pay, death of Proposer, the occurrence of a conflict of interest between the Proposer and PSI, or the making of a misrepresentation or false statement by the Proposer.

A sample contract from PSI is included here as Attachment A.

8. Compensation Structure

a. The Proposer shall pay PSI a percentage of gross advertising revenue generated on Portland Streetcar vehicles and shelters computed against a minimum annual guarantee, whichever is greater, for each year of the contract.

The respondent shall specify, in its proposal, the annual percentage of gross advertising revenue to be paid and the minimum monthly guarantee applicable during each year of the contract. Proposers may choose to present a range of compensation options from maintaining the existing sponsorship program to a program with full vehicle wraps, or anything in between. The successful Proposer will have an opportunity to present the range of alternatives to PSI for discussion and agreement.

The term "gross advertising revenue" means all monies, remuneration, and considerations of every kind received from the sale of advertising space by the Proposer in its operations as permitted under the contract. Gross advertising revenue shall be calculated on the accrual basis (i.e., amounts are prorated on time periods which correlate to the time periods during which the advertising is displayed).

PART II PROPOSAL PREPERATION AND SUBMITTAL

a. Proposer Registration and Notification

Any proposer or potential proposer is encouraged to alert PSI of intent to apply at the email address below. Any addendums, clarifications or questions to answers will be emailed to all known interested parties.

Questions and requests for clarification regarding this RFP must be directed in writing, via email, to person listed below. The deadline for submitting questions or clarifications is 5pm on July 16, 2021. An addendum will be issued no less than 72 hours prior to the proposal due date to all known parties.

Please direct all questions and proposer notification to:

Dan Bower
Executive Director, PSI
Dan.bower@portlandstreetcar.org
503-869-0820

b. Pre-Submittal Meeting

There is no pre-submittal meeting planned at this time.

c. Proposal

Proposals must be submitted electronically to the address listed above and on the cover sheet of this RFP. Proposals are due by 4pm on July 30, 2021. Proposals should be succinct, responsive to the request, and no more than 20 pages including any work samples, references, or supporting materials.

Proposal Elements

Proposers are welcome to submit a PDF proposal in any format they choose; however, the successful proposer will provide the following at a minimum on no more than 20 8.5 x 11 pages:

- a. Full legal name of the proposing business entity, name of the person authorized to represent the Proposer in negotiations and name of the person authorized to enter into any resulting contract.
- b. Project team and Proposer capabilities including names, experience and professional qualifications for key personnel to be assigned to this contract. Resumes of key personnel should be included.
- c. Statement of qualifications and relevant experience in conducting business similar to that which is required herein within the last five (5) years.

d. Project approach and understanding including a description of the proposed work product and plan, a demonstration of Proposers understanding of local rules and regulations, a quality control program and overall project approach and partnership with PSI and City staff.

e. Proposed compensation: Specify a percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the contract and for each option year of the contract. If a range of options are presented, each option should represent the minimum monthly guarantee

Beyond this minimum information, Proposers are welcome to include any additional information or any “value add” suggestions, ideas, or proposals that may work to achieve a similar outcome through different means. The basis of the review will be on the program as advertised however PSI reserves the right to pursue alternate programs if warranted.

9. Selection Criteria:

Proposals will be ranked by a committee composed of PSI staff, members of the PSI Board of Directors, and City staff along the following criteria:

CRITERIA	MAX POINTS
1. References	5
2. Professional ability/qualifications of the firm/team and their financial capacity and capability to satisfactorily perform the required services.	15
3. Project Approach and Understanding	15
3. Adequacy and completeness of the proposal regarding the information specified, i.e., compliance with terms, conditions and other provisions contained in the R.F.P.	10
4. Past performances and experience by firm/team with similar work.	10
6. Quality control program.	5
8. Proposed compensation package.	40
TOTAL POINTS	100

RFP TIMELINE

RFP issued by	June 7, 2021
Deadline for submittal of questions by potential consultants	July 16, 2021
Deadline for Portland Streetcar to answer questions	July 21, 2021
Due date for proposals	July 30, 2021 @ 4:00pm
Committee will review and rank the proposals by	August 16, 2021, 2021
Presentations to committee (if multiple firms chosen) by	Week of August 23
Contract begins (Estimated)	September 1, 2021

Portland Streetcar reserves the right, in its sole discretion, to change the above dates. Notices of changes to items directly impacting the original RFP or proposal process will be submitted to each consultant of record as having received an RFP.

SUBMISSION OF PROPOSALS:

RFP Title: Portland Streetcar Transit Sponsorship

**ALL PROPOSALS MUST BE RECEIVED IN THE VIA EMAIL OF PORTLAND STREETCAR
NO LATER THAN 4:00 P.M. PACIFIC TIME, FRIDAY, JULY 30, 2021.**

PSI will confirm receipt of all proposals within 15-minutes of delivery. Proposers may call to confirm receipt as well.

Proposal contents considered confidential/proprietary by the Offeror, shall be clearly identified and subject to confirmation by Portland Streetcar. Should the material not be deemed confidential/proprietary, the Offeror may withdraw the designated materials from consideration prior to review and the evaluation process.

Attachment A – PSI Standard Contract Template

Attachment B – Sample of sponsorships through existing program

Attachment C – Current space available to sponsor:

STREETCAR SHELTER LOCATIONS (72):

NW 23rd & Marshall
NW 22nd & Lovejoy
NW 21st & Lovejoy
NW 18th & Lovejoy
NW 13th & Lovejoy
NW 11th & Johnson
NW 11th & Glisan
NW 11th & Couch
SW 11th & Alder
SW 11th & Taylor
SW 11th & Jefferson
SW 11th & Clay
SW Park & Market
SW 5th & Market
SW 5th & Montgomery
SW River Parkway & Moody (2 shelters)
SW Moody & Meade (Southbound)
SW Moody & Gibbs
SW Moody & Gaines
SW Lowell & Bond
SW Bond & Lane
OHSU Commons
SW Moody & Meade (Northbound)
SW Harrison Street (2 shelters)
SW 3rd & Harrison (2 shelters)
PSU Urban Center
SW Park & Mill
SW 10th & Clay
Art Museum (SW 10th & Jefferson)
Central Library (SW 10th & Yamhill)
SW 10th & Alder
NW 10th & Couch
NW 10th & Glisan
NW 10th & Johnson
NW 10th & Northrup
NW 12th & Northrup
NW 14th & Northrup
NW 18th & Northrup
NW 21st & Northrup

NW 22nd & Northrup

NW 9th & Lovejoy
NW 11th & Marshall

N Weidler & Ross
NE Weidler & 2nd
NE Weidler & Grand
NE 7th & Halsey
NE 7th & Holladay
NE Oregon & Grand
Oregon Convention Center
NE MLK & Burnside
SE MLK & Stark
SE MLK & Morrison
SE MLK & Taylor
SE MLK & Hawthorne
SE MLK & Mill
OMSI / SE Water (2 shelters)
SE Grand & Mill
SE Grand & Hawthorne
SE Grand & Taylor
SE Grand & Morrison
SE Grand & Stark
SE Grand & Burnside
NE Grand & Hoyt
NE Grand & Holladay
NE Grand & Multnomah
NE Grand & Broadway
NE Broadway & 2nd
N Broadway & Ross

Attachment B

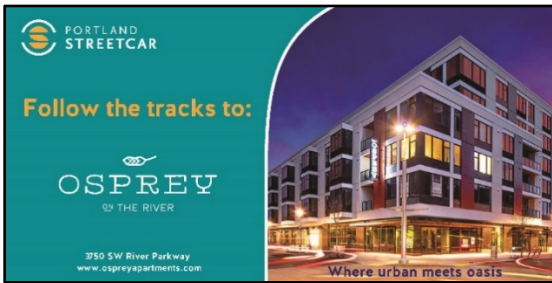
Sample of sponsorships through existing program



Vehicle Sponsor



Vehicle Sponsor



Shelter Sponsor



Community Promotion Wrap



**Location of sponsor shelter sign
"Next Adventure is a proud sponsor of
Portland Streetcar"**

“Art on Board” installations

Above: Artist, Edmund Homes

Below: Artist, Maria Cabbab