



PROSPER
PORTLAND

Building an Equitable Economy

REQUEST FOR PROPOSALS 18-05

PROPERTYFIT CPACE ORIGINATOR SERVICES

Proposals Due: August 20, 2018

by 2:00 PM (Pacific)

Direct all questions and submit one (1) original, six (6) photocopies, and one (1) electronic proposal (on USB flash drive) to Prosper Portland's SOLE POINT OF CONTACT for this RFP:

Kristy Branson
Senior Procurement Specialist
Prosper Portland
222 NW Fifth Avenue
Portland, Oregon 97209

503.823.3688

bransonk@prosperportland.us (email)

<http://www.prosperportland.us> (www)

Prosper Portland highly encourages the participation of certified minority-owned, women-owned, disadvantaged, and emerging small businesses in this contract opportunity.

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LIST OF EXHIBITS

EXHIBIT A	Proposer Certification
EXHIBIT B	DRAFT PropertyFit Marketing Plan

1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 REQUEST FOR PROPOSALS DATA AND CONTACT INFORMATION

Request for Proposals Title: **PropertyFit CPACE Origination Services**
Solicitation Number: **RFP 18-05**
Solicitation Coordinator: **Kristy Branson, Senior Procurement Specialist**
Contact Information: **503.823.3688 (office)**
bransonk@prosperportland.us

Proposal Delivery Location: **Prosper Portland**
Attn: Kristy Branson, Professional Services
222 NW 5th Avenue
Portland, OR 97209

1.2 SUMMARY

Through this Request for Proposals (this “RFP”), the Portland Development Commission d/b/a Prosper Portland (“Prosper Portland” or “we”), the economic development and urban renewal agency for the City of Portland, Oregon, requests competitive proposals from qualified and experienced firms, individual, or teams (“Proposers” or “you(r)”) to provide Prosper Portland with assistance originating new project financing through the PropertyFit Program (“**PROPERTYFIT**” or “Program”). Details about this exciting new financing program can be found at www.propertyfitoregon.com. Prosper Portland intends to award a contract to the successful Proposer in connection with this RFP.

1.3 SCHEDULE OF SOLICITATION and CONTRACT AWARD EVENTS

Prosper Portland reserves the right to change this schedule for any reason.

Solicitation or Contract Award Event	Date*
Request for Proposals Issued	July 27, 2018
Pre-Proposal Meeting	Not Applicable
Deadline for Questions and Requests for Changes	August 13, 2018
PROPOSAL DUE DATE AND TIME (no later than)	AUGUST 20, 2018 by 2:00 PM (Pacific Time)
Finalist Interviews (<i>optional, tentative</i>)	September 5, 2018
Notice of Intent to Award, Issued (<i>tentative</i>)	September 10, 2018
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Contract Effective Date (<i>anticipated</i>)	October 1, 2018

* Prosper Portland may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of changes to this

RFP by regularly checking the appropriate RFP folder on Prosper Portland’s website at www.prosperportland.us/bids (under “Open Public Bid Opportunities”).

2.0 PROSPER PORTLAND AND PROJECT BACKGROUND

2.1 ABOUT PROSPER PORTLAND

Created by Portland voters in 1958, Prosper Portland is the economic and urban development agency for the city of Portland. We focus on building an equitable economy by carrying out a comprehensive range of economic development programs that supports small businesses, improves access to workforce training, and creates jobs for Portland residents. We work with partners to drive public attention and resources to different areas of the city which helps Portland realize capital projects – parks, streetscape improvements, community centers – that would not happen on their own, making the city a better place to live for all Portlanders.

Our work is based on four cornerstones:

- ❖ Growing family-wage jobs
- ❖ Advancing opportunities for prosperity
- ❖ Collaborating with partners for an equitable city, and
- ❖ Creating vibrant neighborhoods and communities.

We support innovative civic solutions that promote mixed-income neighborhoods with both affordable and workforce housing, and that evolve in ways that honor cultural diversity. We prioritize property ownership and real estate projects with communities of color and in low-income neighborhoods to create assets that can be passed from one generation to the next.

View our website at <http://www.prosperportland.us>

2.2 ABOUT PROPERTYFIT

Prosper Portland, Multnomah County and Energy Trust of Oregon (“Energy Trust”) have partnered to create **PROPERTYFIT**, a Commercial Property Assessed Clean Energy (“CPACE”) financing program, to provide Multnomah County commercial property owners (“Owners”) with access to a new form of financing for the installation of energy conservation, renewable energy, water conservation and seismic resiliency improvements (collectively “Building Resiliency Improvements”).

PROPERTYFIT is an innovative financing tool that enables Owners (including nonprofit owners) of commercial, industrial and multifamily residential properties (with five or more units) to obtain long-term financing for Building Resiliency Improvements to their property. Both existing buildings and new construction/major renovation projects qualify. These improvements provide public benefits that conserve energy and water, reduce greenhouse gas emissions, improve air quality, reduce energy costs and reduce life and safety risk in the event of an earthquake. They also have the added benefit of fostering economic growth, creating jobs and improving property values.

PROPERTYFIT’s structure addresses the principal market barriers to investment in building resiliency projects. It offers Owners up-front financing for up to 100 percent (100%) of the cost of building upgrades, secured by a Benefit Assessment Lien and repaid in annual assessment payments. The maximum term is set at the average weighted useful life of the proposed

improvements. In some cases, the energy and water cost savings that result from the improvements will cover all or a portion of the benefit assessment payment.

Prosper Portland is seeking a CPACE originator to raise awareness of the **PROPERTYFIT** program and to build a pipeline of **PROPERTYFIT** projects with a specific focus on the Primary Markets (e.g. existing buildings) defined in the Draft **PROPERTYFIT** Marketing Plan (see Appendix B). Prosper Portland staff will take lead on marketing to the Secondary Market defined in that plan (e.g. new construction/major renovation.)

2.3 SOCIAL EQUITY COMMITMENT

Prosper Portland's strategic plan seeks to advance social equity by increasing economic opportunity for historically disadvantaged populations and creating equitable access to living-wage jobs and wealth creation opportunities. Per its policy on [Social Equity](#), Prosper Portland defines "historically disadvantaged populations" as people who self-identify as Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, and/or first-generation immigrant populations.

In this RFP we are seeking Proposers that share these values and will commit to participating in activities designed to further that end.

3.0 MANDATORY AND PREFERRED QUALIFICATIONS

This section describes Proposers' mandatory and preferred qualifications.

3.1 MANDATORY MINIMUM QUALIFICATIONS

Proposers must:

- a) If awarded the contract, maintain a minimum of one (1) full-time employee physically located in the Portland area to originate **PROPERTYFIT** financing projects;
- b) Possess knowledge of the CPACE financing mechanism;
- c) Have a demonstrated success record of building a loan pipeline, structuring and closing commercial real estate financing projects;
- d) Possess experience assembling and financing comprehensive energy efficiency, water conservation, renewable energy or seismic resiliency projects.

Proposals that do not satisfy each mandatory requirement will be considered non-responsive.

3.2 PREFERRED QUALIFICATIONS

Prosper Portland's preferred qualification for Proposers responding to this RFP include:

- a) Demonstrated experience originating CPACE-financed projects;
- b) Depth of experience with and existing relationships in the Portland market;
- c) A depth of experience developing strategies to increase building performance;
- d) Specific knowledge of and experience reaching the Primary Markets; and,

- e) Experience working with public agencies.

4.0 STATEMENT OF WORK

This section describes, at a minimum, Prosper Portland’s expectations of the successful Proposer (the “Consultant”) under the contract awarded from this RFP (the “Contract”).

4.1 STATEMENT OF WORK

The scope of work falls into four (4) broad categories:

- Build a pipeline of projects within the Existing Buildings market;
- Develop and submit financing applications;
- Financial structuring of **PROPERTYFIT** projects; and
- Additional support services.

4.1.1 Build a Pipeline of Existing Building Projects

- a) Make a substantive and consistent investment in marketing and outreach to Primary Markets (as defined in the attached Marketing Plan) to build demand for **PROPERTYFIT** financing;
- b) Represent **PROPERTYFIT** in Prosper Portland assigned associations and networks to increase general awareness of the Program;
- c) Conduct periodic trainings for contractors and industry groups providing additional technical information about **PROPERTYFIT** and how it can benefit their business;
- d) Integrate strategies to reach historically disadvantaged populations (as defined in section 2.3 above) into the marketing and outreach efforts; and
- e) Assist the **PROPERTYFIT** program team in developing and refining marketing messages, materials and strategies to reach different and varied markets.

4.1.2 Develop and Submit CPACE financing Applications

- a) Respond to inquiries and provide guidance on both the financial and technical requirements of the program;
- b) Help Owners gather the necessary information to complete an energy audit/renewable energy feasibility analysis of their building;
- c) Coordinate with Energy Trust and others on the execution of the building audit/feasibility study;
- d) Review energy audits/feasibility studies to help inform and refine the final project scope of work;
- e) Educate and negotiate with existing lenders to obtain statutorily requirement consent to the closing of the **PROPERTYFIT** financing;
- f) Draft the equivalent of credit memos describing the transaction and conditions of closing;
- g) Troubleshoot any problems that arise throughout the process; and

- h) Serve as liaison between Owners and Prosper Portland to secure administrative approval of **PROPERTYFIT** financing.

4.1.3 Financial Structuring of PropertyFit Projects

- a) Prepare financial analyses that compares the financial impact of different improvement scopes to help Owners in their decision making process;
- b) Engage with **PROPERTYFIT** enrolled capital providers to solicit project term sheets;
- c) Assist Owners evaluate capital provider term sheets to select the offer that best meets the Owner's investment and project capital needs; and
- d) Act as liaison between Owner and capital provider to facilitate assembling underwriting documents and preparation of closing documents.

4.1.4 Additional Support Services

- a) Participate as an active member of the **PROPERTYFIT** program team and, if requested, attend weekly team meetings and take on assignments in-line with the scope of work outlined in Section 4 of this RFP; and
- b) Provide periodic reports on the pipeline of **PROPERTYFIT** projects.

Prosper Portland reserves the right to modify, add, and/or remove certain tasks or activities prior to Contract execution or through equitable amendment to the Contract after execution.

5.0 SUBMITTAL REQUIREMENTS

Proposals submitted in response to this RFP will be evaluated by comparing the quality, completeness, and competitiveness of your proposal with the following Evaluation Criteria and the needs of Prosper Portland. To facilitate evaluation, include a "Table of Contents" and organize your proposal in the order of the sections below. All submittal requirements listed as "**Mandatory**" in this section must be addressed in sufficient detail to demonstrate your understanding of the work described in this RFP.

Page Limit. Prosper Portland has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content.

5.1 COVER LETTER

Provide convincing rationale to address how the Proposer intends to meet the requirements listed in Section 3.0. Proposer should assume that Prosper Portland has no prior knowledge of their capabilities and experience. Also include the name and contact information for Proposer's primary point of contact for this RFP.

5.2 EXPERIENCE AND QUALIFICATIONS (Mandatory)

Describe the unique capabilities of your firm and the individuals assigned to meet the requirements listed in Sections 3 and 4 of this RFP. Specifically identify and provide background information about who will be managing the CPACE project origination efforts and your firm's ability to generate a high volume of successful projects. The description should include:

A. Overview of the organization including:

- a) Its history and overall qualifications, with specific focus on its experience identifying and originating building resiliency projects within the existing buildings market;
- b) A statement about how its experience and qualifications align with Prosper Portland's goals for the **PROPERTYFIT** program;
- c) Summary of the experience and qualifications of its corporate leadership team, with short bios for each member;
- d) Identification of the primary contact and key staff assigned to this project and their level of availability in the context of other commitments;
- e) Identification of any subcontractors that will work on this project, describing their experience and the scope of work they will perform;
- f) Describe the organization's role in three (3) successful building resiliency projects completed in the past two (2) years (indicating if any included CPACE financing); and
- g) Provide the name, contact information and general description of the relationship with three (3) professional references for which you've provided similar services as those described in this RFP.

B. In not more than **three (3) pages, provide a narrative that discusses Proposers::**

- a) Understanding of the Portland commercial real estate market;
- b) Understanding of facility management overall and how facility improvements are planned and executed;
- c) Experience working with property managers in their capital expense planning;
- d) Experience working with Owners through their capital improvement decision making processes;
- e) Knowledge of the contracting trades and their project development cycles; and
- f) Experience coordinating with utility incentive programs, Energy Trust of Oregon and their trade ally network.

5.3 MARKETING AND OUTREACH APPROACH (Mandatory)

Provide a clear and concise description of the approach and methods your firm proposes to complete DRAFT Marketing Plan (see Appendix B). For all phases of work, include the following:

- a) Outreach and marketing strategy and how it will help grow the **PROPERTYFIT** program;
- b) Describe which marketing and outreach activities are expected to generate the greatest return on investment through lead/originations;
- c) Strategies for reaching historically disadvantaged populations (both Owners and contractors); and
- d) Describe the volume of activity you expect to achieve over the first year and over three (3) years following contract award. Prosper Portland encourages creativity and innovation for all aspects of the proposed project approach and methodology.

5.4 CORPORATE RESPONSIBILITY (Mandatory)

Prosper Portland demonstrates its commitment to contracting with socially and environmentally responsible businesses through the adoption of its *2015-2020 Strategic Plan* and its policies on Equity and Sustainable Purchasing. We value and support diversity and are dedicated to advancing equity in public contracting by increasing opportunities for State-certified Disadvantaged Business, Minority Owned, Women Owned and Emerging Small Business enterprises (collectively, “Certified Firms”).

Prosper Portland’s Business and Workforce Equity program promotes economic growth of Certified Firms and encourages partnering and mentoring between large and small Certified Firms on Prosper Portland contracts. Therefore, Prosper Portland has established an overall aspirational goal of twenty percent (20%) in awarding contracts to Certified Firms. Proposing firms are encouraged to use Oregon’s Certification Office for Business Inclusion and Diversity (COBID) website for identifying potential Certified Firm subcontractors and partners: (<https://oregon4biz.diveristysoftware.com/FrontEnd/VendorSearchPublic.asp>)

All Proposers shall address the following in their proposals:

5.4.1 Certification Status

- a) Please indicate in your Cover Letter whether your firm is currently a Certified Firm or if you’ve recently applied to become a Certified Firm.

5.4.2 Subcontracting with Certified Firms

- a) Please list all scopes of work being performed by subcontractors, the specific dollar amount, the firm name and certification status (if any) proposed to perform that work.
- b) Evaluation points will be awarded based upon the dollars contracted with the State certified firms utilized as subcontractors. The listed dollar amounts and specific firms must flow through to the final contract.

5.4.3 Workforce Diversity and Community Involvement

- a) Describe your firm’s workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- b) Give the percentage of management to staff, including percentage of women and people of color in those areas.
- c) How do you approach internal on the job training, mentoring, technical training and/or professional development opportunities for women and people of color?

5.4.4 Sustainable Business Practices

- a) List the top three actions or ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, used of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices).
- b) Does your firm hold any third-party certifications related to sustainable business operations (e.g., Sustainability at Work, B-Corp certification)? If so, reference the name of the certification.

Prosper Portland expects thoughtful consideration of all the above Corporate Responsibility criteria in the preparation of proposals. Prosper Portland will enforce all commitments to Certified Firms under its Contract with the successful Proposer. The successful Proposer will not be permitted at any time to substitute, remove, or add a subcontractor without the prior written approval of the Contract Manager.

Prosper Portland encourages you to use one of the following websites to identify potential Certified Firm subcontractors for your projects:

- State's Certification Office for Business Inclusion and Diversity (COBID)
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
- Oregon Association of Minority Entrepreneurs
<http://www.oame.org>

Proposers must respond to this submittal requirement in some way to be considered responsive to this RFP, even if they have not previously subcontracted work to Certified Firms and/or do not intend to create any subcontractor relationships with any Certified Firm for the work described in this RFP.

5.5 COST PROPOSAL (Mandatory)

5.5.1 **Fees.** Propose the estimated cost to effectively complete the work and requirements described Section 4 of this RFP. The total estimated cost must include:

- a) What fees you would expect to charge for various service you anticipate providing;
- b) How the design of the fee structure supports and encourages a high volume of production;
- c) At what point in the origination process compensation would take place;
- d) The expected costs that would be passed on to Owners participating in the program;
- e) An explanation of how your cost proposal offers good value to the communities and Owners that will be served; and
- f) Any direct or indirect **reimbursable expenses**, including travel expenses and those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage. The maximum mark-up rate that can be applied to reimbursable expenses (including subcontractor costs) must not exceed 10%.

5.5.2 General Pricing Instructions

- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the "Statement of Work" section of this RFP
- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- Hourly rates must include all wages, indirect costs, general and administrative expenses, and profit
- All unspecified costs shall be borne by the Contractor
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

5.6 PROPOSER CERTIFICATION

Complete and return EXHIBIT A of this RFP, the “Proposer Certification,” with your proposal.

6.0 EVALUATION CRITERIA

Evaluators will use the following point system and criteria to score responsive proposals.

6.1 EVALUATION SCORING

SUMMARY OF EVALUATION CRITERIA FOR THIS RFP	
EVALUATION CRITERIA (SCORED)	MAXIMUM POINTS
➤ Experience and Qualifications	35 Points
➤ Marketing and Outreach Approach	25 Points
➤ Corporate Responsibilities	15 Points
➤ Cost Proposal	25 Points
Total Available Points	100 Points
NON-SCORED SUBMITTAL REQUIREMENTS	
➤ Cover Letter	Not Scored
➤ Proposer Certification	Not Scored

6.2 EXPERIENCE AND QUALIFICATIONS (35 POINTS)

- a) Overall qualification and past performance;
- b) Demonstrated ability to create a high volume of activity and close transactions;
- c) Demonstrated experience and knowledge of the CPACE financing mechanism;
- d) The origination tools, including project scoping analysis tools, Proposer will employ to facilitate Owner decision making;
- e) Experience working with public agencies;
- f) The quality of references and the results of Prosper Portland’s investigation of Proposer; and
- g) Demonstrated ability to establish systems and processes to develop multiple building resiliency projects.

6.3 MARKETING AND OUTREACH APPROACH (25 POINTS)

- a) How well Proposer demonstrates a nuanced and comprehensive understanding of the Portland market;
- b) The success of Proposer’s past marketing and outreach efforts;
- c) The specific marketing and sales strategies and tactics that the Proposer intends to deploy;

- d) Proposer's specific strategies to reach historically underserved markets; and
- e) How well Proposer's marketing approaches are compatible with and likely will achieve Prosper Portland's goals.

6.4 CORPORATE RESPONSIBILITIES (15 POINTS)

- a) Is the Proposer a certified firm;
- b) Proposer's use of certified firm subcontractors;
- c) Does Proposer have a diverse workforce diversity and development plan; and
- d) Scope and scale of Proposer's sustainable business practices.

6.5 COST PROPOSAL (25 POINTS)

- a) The reasonableness of Proposer's overall fee structure; and
- b) The level to which the fee structure reduces or eliminates fees paid by Prosper Portland vs. passed on to Owner at closing.

7.0 CONTRACT REQUIREMENTS

7.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the "Consultant") will be invited to enter into a Personal Services Contract with Prosper Portland (the "Contract"). The Contract will become effective upon execution by both parties; commencement of work will be ordered upon Prosper Portland's issuance of a Notice to Proceed to the Contractor.

7.2 CONTRACT TERMS AND CONDITIONS

The terms and conditions that will govern the Contract can be found on Prosper Portland's website [at this location](#).¹ **Proposers who propose changes to any contract term or condition must include their proposed changes in their proposal.** Prosper Portland is under no obligation to accept any such proposed changes. Prosper Portland further reserves the right to modify any Contract term or condition prior to execution of the Contract.

7.3 COMPENSATION AND PAYMENT

The "Not to Exceed" value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses, all of which may be subject to reasonable negotiation.

7.4 CONTRACT TERM

The initial term of the Contract will be for a period of two (2) years which may be extended upon the mutual written agreement between the parties to the Contract. The maximum duration of the Contract, including all extensions, will not exceed five (5) years.

7.5 CONTRACT COMPLIANCE

Consultant must comply with the following before Prosper Portland will execute the Contract with that firm:

¹ http://prosperportland.us/wp-content/uploads/2017/04/PSC_Template_Over-50K.pdf

- 7.5.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to transact business in the state of Oregon.
- 7.5.2 **Portland Business License.** Obtain a city of Portland Business License.
- 7.5.3 **Equal Employment Opportunity (EEO).** Certify as an EEO employer.
- 7.5.4 **Insurance Requirement.** See the following section.

Fulfilling the requirements listed in this section is not a condition to respond to this RFP and apply only to the selected Proposer.

7.6 INSURANCE REQUIREMENTS

At all times during the term of the Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance:

- 7.6.1 **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers, unless exempt under ORS 656.027.
- 7.6.2 **General Liability (GL)** insurance on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Contractor shall endorse the following as an additional insured on the GL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.
- 7.6.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, each accident, covering owned, non-owned, or hired vehicles. If Contractor does not own any automobiles, Contractor shall maintain coverage for hired and non-owned automobiles.
- 7.6.4 **Insurance Certificates.** Prior to execution of the Contract, Consultant must transmit certificates evidencing the types and amounts of insurance listed above to the Solicitation Coordinator identified in Section 1.1 of this RFP. Contractor's insurance must be obtained from companies or entities that are authorized to provide insurance in Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it.

8.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by Prosper Portland's *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at Prosper Portland.

8.1 **Reservation of Rights.** Prosper Portland, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279B.100; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates Prosper Portland to award a contract from this RFP.

8.2 **Proposal Preparation and Submission Instructions**

8.2.1 **Quantities of Proposals.** Proposers must submit the following materials which must be received by Prosper Portland at the proposal delivery location listed in Section 1.1 of this RFP no later than the "Proposal Due Date and Time" listed in Section 1.3 of this RFP:

- **One (1) original** proposal
- **Six (6) photocopies** of the same pages
- **One (1) electronic copy** on a USB flash drive in either Adobe Acrobat or MS Word

THE ORIGINAL PROPOSAL MUST BEAR AN ORIGINAL INK SIGNATURE AND MUST BE MARKED "ORIGINAL."

8.2.2 **Packaging and Labeling.** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:

- RFP Solicitation Number
- Proposer's name and address
- Date and time proposals are due
- Name and address of Prosper Portland's Solicitation Coordinator for this RFP

PROSPER PORTLAND IS NOT LIABLE FOR ANY LOST, LATE, OR IMPROPERLY MARKED PROPOSALS.

8.2.3 **Form of Proposal.** Proposals must be typewritten on 8.5" x 11" white paper in no less than 11-point typeface. NO ORAL, EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED. Proposals should address the submittal requirements of this RFP in a clear, concise, and direct manner. Unnecessarily elaborate or lengthy proposals are not desired.

8.2.4 **Sustainability of Proposal.** Prosper Portland strongly discourages the submission of corporate brochures, lengthy narratives, expensive paper and other extraneous presentation materials. **Do not use ring binders, section dividers, plastic spines or any other materials which cannot be easily recycled.** Submit your proposal in stapled sets (or otherwise securely fastened), printed on recycled paper containing 100% post-consumer waste content. Double-sided printing is strongly preferred.

8.3 **Pre-Proposal Meeting.** A pre-proposal meeting is not scheduled for this RFP.

8.4 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. Questions and requests for changes may be sent by email (preferred), mail, or fax and must contain the following:

- RFP solicitation number and title
- RFP section being questioned
- Specific question or request for change

All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 2:00 PM (Pacific Time) on the “Deadline for Questions and Requests for Changes” listed in Section 1.3 of this RFP.

8.5 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may cause the Proposer’s proposal to be rejected.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to Prosper Portland's Contract Opportunities website (www.prosperportland.us/bids) to check for any addenda that have been issued for this RFP. Prosper Portland may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by Prosper Portland and modifying their proposal accordingly.

8.6 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and Prosper Portland will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.

8.7 **Sole Point of Contact.** After this RFP has been issued and before the Contract is in effect, direct all questions, comments, and requests for changes regarding this RFP or the anticipated contract to the Solicitation Coordinator identified in Section 1.1 of this RFP.

8.8 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the Prosper Portland Board of Commissioners or any Prosper Portland employee not specifically named in this RFP, except upon invitation by Prosper Portland in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. Prosper Portland will not hold “one-on-one” meetings with any interested party during the RFP process outside of a formal interview.

8.9 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

8.10 Public Records and Disclosure

8.10.1 All proposals submitted in response to this RFP will become the property of Prosper Portland and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.

8.10.2 Any portion of a proposal that a Proposer claims to constitute a “trade secret” must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

**"This information constitutes a trade secret under ORS 192.501(2),
and shall not be disclosed except in accordance with Oregon Public
Records Law, ORS 192."**

8.10.3 If a Proposer marks every page or includes a blanket statement that the entire proposal is “Confidential” or “Proprietary,” the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed.

8.10.4 Prosper Portland will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.

8.10.5 After award, the Contract between Prosper Portland and the successful Proposer will be a public document and no part of the Contract can be designated as “Confidential.”

8.10.6 Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until Prosper Portland has issued its Notice of Intent to Award.

8.11 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and Prosper Portland is under no obligation to request additional information if it is not included within your proposal. However, Prosper Portland may request Proposers submit additional information during or after the proposal evaluation period; or overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s) in their proposal.

8.12 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between Prosper Portland and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless Prosper Portland agrees to the withdrawal or modification in writing.

- 8.13 **Method of Evaluation.** All responsive proposals will be reviewed and scored by an evaluation committee. The responsive proposals are those proposals that substantially comply with all required submittal procedures and requirements. This evaluation committee will include staff of Prosper Portland and potentially one or more external reviewers. Using the Evaluation Criteria listed in Section 5 of this RFP, evaluators will use their independent judgment to score the quality, completeness, and appropriateness of each Proposer’s written response as well as any relevant information that Prosper Portland may subsequently request or discover. Prosper Portland will then add individual committee members’ scores to produce an initial ranking. The highest-ranked Proposer(s) will be considered the Finalist Proposer(s).
- 8.14 **Interviews (Optional).** At Prosper Portland’s option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory.
- 8.15 **Best and Final Offers (Optional).** Prosper Portland may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the “best and final offers”). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If Prosper Portland elects to solicit best and final offers, Prosper Portland will do so in the following manner:
- 8.15.1 Prosper Portland will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. Prosper Portland may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring the submission of additional information in one or more sections of a Proposer’s proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
 - 8.15.2 Prosper Portland may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. Prosper Portland may terminate discussions with any Finalist Proposer at any time; however, Prosper Portland will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.
 - 8.15.3 In accordance with ORS 279B.060(6)(a) and (b), Prosper Portland will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and Prosper Portland has issued its Notice of Intent to Award a contract.
 - 8.15.4 At any time during this process, Prosper Portland may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.

- 8.15.5 If Prosper Portland requests best and final offers, Prosper Portland will establish a common date and time that proposals are due at Prosper Portland. Revised proposals shall only be submitted once; however, Prosper Portland may make a written determination that it is in Prosper Portland's best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award.
- 8.15.6 If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 8.12 of this RFP) or a revised proposal, the original proposal will be considered their best and final offer. Prosper Portland will then evaluate the best and final offer in accordance with the requirements and evaluation criteria contained within this RFP and Prosper Portland will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.
- 8.16 **Selection Process.** If interviews are not conducted, Prosper Portland will award the Contract to the highest-ranked responsive Proposer. If interviews are conducted, Prosper Portland reserves the right to either re-score the Finalist Proposer(s)' proposal(s) based on the interview(s) or use the original scores solely as the basis to determine the Finalist Proposer(s) and re-rank the proposals based on the combined strength of the Finalist Proposer(s)' proposal and interview.
- 8.17 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, Prosper Portland may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to Prosper Portland, with respect to the Proposer's successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors, and employees; and other factors described in ORS 279B.110. Prosper Portland reserves the right to use any information or reference that may be discovered. Prosper Portland may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 8.18 **Notice of Intent to Award.** After completion of the evaluation process, Prosper Portland will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by Solicitation Coordinator for this RFP.
- 8.19 **Protest of Selection Process.** Any protest of Prosper Portland's selection process must be submitted by email writing to the Solicitation Coordinator of this RFP within seven (7) calendar days of issuance of the NOIA. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used by individual review committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

8.20 **Serial Negotiations.** After Prosper Portland has issued its NOIA and resolved all protests, Prosper Portland reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. If Prosper Portland, in its sole discretion, determines that such negotiations have reached an impasse, Prosper Portland reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or Prosper Portland cancels this RFP.

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EXHIBIT A. PROPOSER CERTIFICATION

Each Proposer must complete and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.

RFP 18-05, PropertyFit CPACE Origination Services

1. You acknowledge receipt of addenda number ____ through ____ or N/A.
2. If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 7.5 of this RFP.
3. To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
4. You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over Prosper Portland.
5. You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to Prosper Portland; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any Prosper Portland officer or employee that is not clearly disclosed in your proposal.
6. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Mailing Address: _____

Proposer’s Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____



DRAFT MARKETING PLAN

OVERVIEW

PROGRAMMATIC GOALS—WHAT WE WANT TO ACCOMPLISH

PropertyFit financing improves building performance. Low cost, long-term capital enables building owners to transform capital costs into financial investments. It was created to help Multnomah County and the City of Portland impact a variety of public policy goals, including:

- Reduce carbon emissions, conserve water and improve seismic resiliency of commercial, industrial and multifamily (5+ units) properties in Multnomah County.
- Provide building owners (including nonprofit owners) with a financing tool to encourage comprehensive building resiliency that improve their overall building's performance.
- Stabilize the region's economic infrastructure through building improvements that reduce resource consumption; improve seismic resiliency; and increase property values, performance, and marketability of commercial, industrial, and multifamily real estate within the county.
- Stimulate new business development, job creation and the creation of new family wage jobs for county residents through increased number of building improvement projects.
- Develop a platform to launch new technology and leverage the region's thought leadership in the sustainable building industries.

MARKETING GOALS – WHAT WE WANT OUR MARKETING TO ACCOMPLISH.

- Drive production
- Educate owners and contractors that we offer resources for comprehensive project development
- Engage target markets in social equity conversation (learn about it, think about it, talk about it, act on it.)

PRIORITY MARKETS AND KEY MESSAGES

PROPERTYFIT'S primary markets are property owners, contractors and capital providers. Sub-sets within each of these categories are prioritized into primary or secondary markets and will receive the bulk of the outreach resources over the next year.

PRIMARY MARKETS

- Property Owners: Class B & C Buildings
- Contractors: Enrolled contractors and HVAC/lighting contractors
- Capital Providers: Enrolled firms and those with CPACE experience in other markets
- Connect with City's benchmarking program

SECONDARY MARKET

- Developers
- Architect and Engineering firms

PRIMARY MARKET – EXISTING BUILDING

PROPERTY OWNERS OF CLASS B & C BUILDINGS

KEY MESSAGE¹

PROPERTYFIT removes barriers by turning what was once a capital expenditure into a strategic investment with the potential to generate immediate cash flow and return on investment.

MARKET CONNECTIONS

- B & C Building Class - Property Managers
 - Research which firms that provide these services
 - Search CoStar for property managers
 - Purchase list of Property Managers from Building Journal
 - Check with Susan/BOMA on which folks on the list we should target
 - Cross reference with City of Portland benchmarking list
- Facility Managers
 - Research which associations B&C building facility manager participate in (Call Bruce Gier)
- Other Associations we should engage with/learn more about

¹ Key messages for each audience is more fully described in the **PROPERTYFIT PROGRAM GUIDE** (www.propertyfitoregon.com/resources)

- BOMA
- National Association of Industrial & Office Parks (NAIOP)
- Institute of Real Estate Management (IREM)
- International Facilities Managers Association (IFMA)
- Oregon Association of Professional Energy Managers (APEM)

CONTRACTORS – EXISTING BUILDING FOCUS

KEY MESSAGE

PROPERTYFIT can remove an owner’s financial barriers which will help you close more deals. And, we’ll manage the financing conversation for you.

MARKET CONNECTIONS

- Existing enrolled contractors
- Energy Trust of Oregon Trade Ally Network
 - HVAC and HVAC control systems contractors
 - Electrical and lighting contractors
- Technical Assistance Organizations
 - MCIP
 - NMAC
 - Hispanic Chamber
 - OAME

CAPITAL PROVIDERS

KEY MESSAGE

PROPERTYFIT opens new markets and adds a new tool to your product offerings, increasing your value to new and existing clients.

MARKET CONNECTIONS

- Existing enrolled capital providers
- Capital providers already active in the CPACE markets

SECONDARY MARKET – DEVELOPMENT COMMUNITY

DEVELOPERS (NEW CONSTRUCTION/MAJOR RENOVATION)

KEY MESSAGE

PROPERTYFIT is an innovative new financing tool that unlocks capital to achieve superior building performance at more favorable terms than traditional mezzanine debtor and preferred equity. It will change the make-up of a project's capital stack and significantly reduce the weighted average cost of funds.

MARKET CONNECTIONS

- Current and former clients of Prosper Portland
- Local developers
- Architects and engineering firms
- Large contracting firms
- Business Networks
 - Urban Land Institute- NW
 - NAIOP

METHODS AND TACTICS

PRIORITY MARKETING/OUTREACH METHODS

- Network development – Nurture relationships with prospective “supporters” within relevant organizations
- Event sponsorship – Sponsor and participate in external events
- Presentations – deliver presentations to strategic audiences
- Website – Actively manage website to keep it dynamic , include case studies
- Social media – Create and maintain an active social media presence including Twitter, Instagram, and/or Facebook

Other methods considered but lower priority

- Earned media
- Paid advertisement
- Events (creating our own events/trainings)
- PropertyFit newsletter
- Direct mail
- Video/Podcasts

TACTICS – HOW WE WILL CONNECT WITH OUR MARKETS

- Hire an originator to execute the marketing plan within the Primary Markets to drive production
- Develop strong network connections
- Develop social media presence
- Other Tactics already in place:
 - Create branded presentations to reach different audiences with a consistent message standards
 - Style guide (in place)
 - Website (in place, maintain, update, make dynamic)
 - Post-card (in place)
 - 1-pager (in place)
 - Event banner (in place)
 - SWAG (in place)

EXECUTION

RESOURCES—WHAT IT TAKES

- The major resources needed to execute on this plan includes a full time originator to perform:
 - Marketing and outreach, including network(s) participation
 - Project origination and deal structuring
 - Solicit term sheets from Capital Providers
 - Obtain consent from existing lenders
 - Project development and management

This individual must have very strong marketing and sales skills along with experience in real estate finance and building performance (energy, renewables, seismic.) This capacity must be located in Portland to be fully responsive to market and project needs.

- Membership dues and sponsorship of special events for the multiple networks **PROPERTYFIT** should invest in.

IMPACT/EVALUATION HOW MANY DEALS GET CLOSED

- Number of deals closed
- Sources of those deals
- Clients survey about the support they received
- Number of projects/owners that actively support equity goals

WORK PLAN (TBD)

- Tasks
- Assignment
- Start Date
- How much time will it take?