

AN ORDINANCE 2011-10-06-0830

SELECTING WISCONSIN ENERGY CONSERVATION CORPORATION, DBA ENERGY FINANCE SOLUTIONS, AND AWARDING A CONTRACT IN AN AMOUNT UP TO \$2,500,000.00 FOR A TERM OF EIGHTEEN MONTHS, FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 THROUGH THE DEPARTMENT OF ENERGY AND THE BETTERBUILDINGS PROGRAM.

* * * * *

WHEREAS, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA) into law on February 17, 2009, which provides a total of \$787 billion in spending and tax cuts to preserve and create jobs, and make investments in infrastructure, energy and science, unemployment assistance, and State and local stabilization; and

WHEREAS, Ordinance 2010-06-17-0505 authorized the acceptance and appropriation of \$10,000,000.00 in ARRA funds from the U.S Department of Energy for the Retro-Fit Ramp-Up/BetterBuildings Program and this project is authorized under that grant; and

WHEREAS, the City issued a Request for Proposals on July 25, 2011 for “Energy Efficiency and Renewable Energy Financing” (RFP 6100000467) to provide loan incentives to help homeowners increase the energy efficiency of their homes; the response was evaluated and scored by a committee consisting of representatives from CPS Energy, Finance Department and the Office of Environmental Policy; staff recommends awarding a contract to Wisconsin Energy Conservation Corporation, dba Energy Finance Solutions, as the most responsive firm; and

WHEREAS, this ordinance authorizes the selection of, and a contract with, Wisconsin Energy Conservation Corporation (WECC), dba Energy Finance Solutions (EFS), in an amount up to \$2,500,000.00 for a term of eighteen months, to provide loan incentives to enable homeowners to increase the energy efficiency of their homes; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Wisconsin Energy Conservation Corporation (WECC), dba Energy Finance Solutions (EFS), is hereby selected for “Energy Efficiency and Renewable Energy Financing” (RFP 6100000467) to provide services for the City of San Antonio as the most qualified respondent to the Request for Proposals.

SECTION 2. The City Manager, or her designee, or the Director, Office of Environmental Policy, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Agreement with Wisconsin Energy Conservation Corporation (WECC), dba Energy Finance Solutions (EFS), in an amount up to \$2,500,000.00 to perform “Energy Efficiency and Renewable Energy Financing” (RFP 6100000467), for a term of eighteen months. A copy of the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days from the effective date.

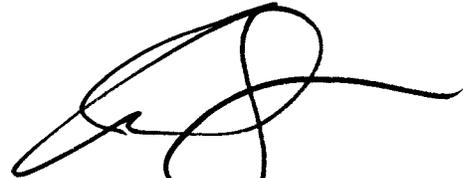
SECTION 3. Fund 2301455003 entitled "RRU - ARRA" and Internal Order 155000000067, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract.

SECTION 4. The sum of up to \$2,500,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5202020 "Contractual Services". Payment is authorized to Wisconsin Energy Conservation Corporation, dba Energy Finance Solutions, and should be encumbered with a purchase order.

SECTION 5. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 6th day of October, 2011.



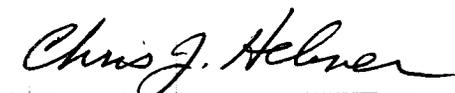
M A Y O R
Julián Castro

ATTEST:

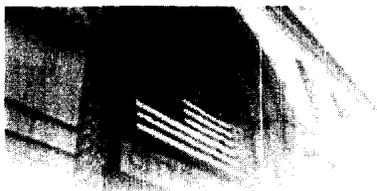


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 26

Name:	4, 5, 6, 7, 8, 9, 10, 11A, 11B, 12, 13, 14A, 14B, 15, 16, 18A, 18B, 19, 20, 21, 22, 23, 24, 26, 27						
Date:	10/06/2011						
Time:	09:38:01 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance selecting Wisconsin Energy Conservation Corporation, dba Energy Finance Solutions, and awarding a contract in an amount up to \$2,500,000.00, for a term of eighteen months, funded by the American Recovery and Reinvestment Act of 2009 through the Department of Energy and the BetterBuildings Program. [Edward Benavides , Chief of Staff; Laurence Doxsey , Director, Office of Environmental Policy]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
WISCONSIN ENERGY CONSERVATION CORPORATION (WECC) DBA,
ENERGY FINANCE SOLUTIONS (EFS)
FOR
“ENERGY EFFICIENCY & RENEWABLE ENERGY FINANCING” (RFP 11-067)**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the “Agreement”), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as “City”), pursuant to Ordinance No. 2011-09-29-_____, passed and approved by the City Council on September 29, 2011, and

Wisconsin Energy Conservation Corporation (WECC) dba,
Energy Finance Solutions (EFS)
431 Charmany Drive
Madison, Wisconsin 53719

a non-profit organization incorporated under the laws of the state of Wisconsin (hereinafter referred to as “EFS”), acting by and through Mary Woolsey Schlaefer, President and CEO, WECC.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposal for “Energy Efficiency & Renewable Energy Financing” (RFP 11-067), issued by the City on July 25, 2011;
2. Exhibit II, Addendum I, dated August 4, 2011;
3. Exhibit III, Addendum II, dated August 5, 2011;
4. Exhibit IV, Addendum III, dated August 11, 2011;
5. Exhibit V, Sample Invoice
6. Exhibit VI, Sample Reporting Formats: (Subject to Change between the parties)
 - a. FTE-Hours Worked;
 - b. Quarterly Report;
7. Exhibit VII, Workflow Narrative (dated June 6, 2011, subject to change between the parties)
8. Exhibit VIII Copy of Enabling Ordinance No. 2011-09-29-_____

ATTACHMENT I

Referenced Documents: Further, EFS's responses to the RFP and its addenda are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFP and its addenda govern EFS's responses; this Integration Agreement governs both the RFP and responses; the Enabling Ordinance adopting the contract governs all in case of conflict.

This Agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Scope of Work: The City has selected the proposed *Front-Weighted Flat Interest Rate* interest rate buy-down option as a credit enhancement to induce participation in the program. The City will buy-down the first 400 loans to a 3.99% interest rate, provided, however, that the maximum market interest rate shall not exceed 19%. Prior to the 401st loan, the City and EFS will meet to renegotiate terms. The Parties agree that the RFP Scope of Services (section 004 in the RFP) will be replaced, as applicable, by the Proposed Plan submitted by EFS in their response to the RFP (EFS Response, RFP Attachment A, Part Three, pages 24 to 38) with the exceptions and inclusions noted below.

- 1) The interest rate buy down calculator in the RFP will not be used by EFS. Pricing for buying down the interest rate of the Fannie Mae product EFS has proposed to use for the City program shall be provided to EFS by Fannie Mae. EFS will build its administrative percentage into the rate, and provide the rate schedule to the City. When a change in the loan discount rate schedule is made, EFS will forward the then effective loan pricing to the City no later than the effective date of the change.
 - a. Fannie Mae interest rates are subject to change weekly.
 - b. Pricing is effective for loans approved during each pricing period.
 - c. Pricing and administrative cost information will be held in confidentiality between the City and EFS.
- 2) EFS will issue a pre-approval notice to applicants who are eligible for the loan, which will be valid for 60 days. The City of San Antonio agrees to honor the interest rate in effect at the time the customer was pre-approved, unless such pre-approval has expired. The City is seeking, and EFS agrees to provide, retro-fit, residential financing for the following:
 - a. Applicants seeking a loan for as little as \$2,500, or as great as \$20,000;
 - b. Applicants with FICO credit scores of 640 or greater;
 - c. Applicants who meet the Fannie Mae underwriting guidelines; and
 - d. Applicants whose work scope has been approved as eligible by the City Public Service Energy Utility.
- 3) The interest rates charged on loans closed may not fall below a 3.99% APR, and will not exceed 19% APR. Pricing suggested in EFS' RFP response was based upon the following assumptions:
 - a. An average loan amount of \$7,800.00;

- b. A 'take rate' for the loan of approximately 30% of program participants;
- c. A weighted average of applicant credit quality; and
- d. Pricing in effect at the time of response for the discount rates offered by Fannie Mae.

The City reserves the right to periodically review actual progress concerning each of the four criteria listed above and to adjust the interest rate buy down on EFS loans accordingly. The actual effective interest rate the City will offer shall be provided to EFS in writing prior to the commencement of services. Changes to the program interest rate shall be sent in writing to EFS, and will be effective for all new credit applications received on and after the effective date.

- 4) EFS will provide the City with monthly reports of program activity, including loan closings. Total expenditures (i.e. interest rate buy down amount to be paid by the City and the administrative fee charged per loan closed) shall be disclosed to the City as part of the invoices EFS shall provide to the City.
- 5) Consistent with the Proposed Plan, Attachment A, page 26 of the RFP Response, EFS reserves the right to charge a higher administrative fee as necessary to recover periods where elevated resources are required. To recover costs for the development and customization of the monthly and quarterly reports to the specifications required by the City and the Better Buildings Program, EFS shall charge a 3% administrative fee on closed loans until such costs are recovered. EFS will reduce the administrative percentage to 1.5%, or the most lean rate that may be charged to cover routine administrative services when not engaging in the development of new or enhanced program requirements. Further consistent with the Proposed Plan, at no time will these charges exceed three percent, unless approved by the City.

From the EFS Response to the RFP, the Credit Application forms (RFP Response page 79) and the Loan Underwriting details (RFP Response pages 58 to 59) are also adopted for use in this contract. A Customer Service Workflow Narrative (Exhibit VII) is also adopted and subject to modification upon agreement of the parties.

The Parties agree that all exceptions proposed by EFS in their RFP Response, incorporated into this agreement as Exhibit I, to any other provisions or requirements of the RFP, Exhibit I, are denied, including specifically the Indemnification provisions, which remain as in the original RFP.

Compensation: In consideration of EFS's performance in a satisfactory and efficient manner, as determined solely by the City's Director of the Office of Environmental Policy (OEP), of all services and activities set forth in this Agreement, City agrees to pay EFS an amount not to exceed Two-Million Five-Hundred Thousand dollars (\$2,500,000.00) as total compensation. Provided, however, that Two-Hundred and Fifty-Thousand dollars (\$250,000.00) shall be available for interest rate buy-downs upon contract execution with additional funds in increments of Two-Hundred and Fifty-Thousand dollars (\$250,000.00) to be made available in whole or in part, based on performance as determined solely by the Director of OEP. Total funds awarded shall not exceed the total value of the contract. The funds described in this paragraph include

payment for interest rate buy down expenses, EFS' administrative fee, and any other time and materials expenses incurred by EFS. EFS may only invoice the City for time and materials expenses that are approved by the City, in writing, prior to being incurred.

- 1) It is understood and agreed by the Parties that EFS will be paid for actual work performed and for allowable expenses within 30 days of invoice submission, provided that EFS shall present City with an accurate invoice for all expenses and services. Invoices may be submitted weekly, bi-weekly, or monthly utilizing the agreed invoice format in Exhibit V
- 2) Invoices submitted by EFS to the City will disclose the administrative fee on total loans closed as a separate line item.
- 3) Invoices submitted by EFS to the City will disclose the interest rate buy down percentage, or factor, per customer, based upon the applicable pricing tier.

As authorized by the Ordinance, total budget sums shall not exceed Two-Million Five-Hundred-Thousand dollars (\$2,500,000.00) unless City Council action is taken to amend the enabling Ordinance.

This Agreement is funded by the American Recovery and Reinvestment Act of 2009 (ARRA), from the U.S. Department of Energy (DOE), as a "Green Retrofit" grant. If this grant is terminated or funding is not provided by DOE during the term of this Agreement, City retains the right to terminate this Agreement with no liability to the City.

Work Start Date: Work shall start immediately upon instruction to EFS from the Director of the Office of Environmental Policy or his designee, but no sooner than September 29, 2011, for performance of various City projects described in the RFP's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: Contract shall commence after approval by the City Council, on or about September 29, 2011 and shall terminate on or about June 13, 2013, unless terminated earlier.

Termination: In addition to any other provision of this Agreement, City may terminate this Agreement, in whole or in part, for any of the below listed reasons. For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions hereof.

This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for termination of not less than 30 (thirty) calendar days from the date of such notice. EFS shall cease to accept or underwrite new customer applications in accordance with the termination date specified in such notice. The City shall equitably compensate EFS in accordance with the terms of this Agreement for the services properly performed prior to the date specified in such notice, following inspection and acceptance of same by City. EFS shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate. Services performed prior to the specified termination date, and for which EFS shall be compensated, include all loans for customers who have been granted pre-approval or approval

prior to the effective date of termination, EFS shall continue to submit a monthly invoice for loans closed after the effective date of termination for loans pre-approved or approved prior to the effective date of termination, until all loans have been closed or expired. The City shall be responsible for payment of invoices received after the effective termination date for loans identified as in process prior to the effective date of termination.

City reserves the right to terminate this Agreement in whole or in part immediately upon breach of any term or provision of this Agreement by EFS. If at any time during the term of this Agreement, EFS shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, City shall have the right, if EFS shall not cure any such default after thirty (30) calendar days' written notice thereof, to terminate this Agreement in whole or in part and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the agreement sum, which has not heretofore been paid to EFS hereunder, EFS shall be liable for and shall reimburse City for such excess.

EFS reserves the right to terminate this Agreement in whole or in part immediately upon breach of any material term or provision of this Agreement by City. EFS shall have the right, if City shall not cure any such default after thirty (30) calendar days' written notice thereof, to terminate this Agreement in whole or in part.

By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Election Of Remedies - Termination Not Sole Remedy. In no event shall City's action in terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies. Nor shall such termination limit in any way, at law or equity, City's rights to seek damages from or otherwise pursue EFS for any default hereunder or other action.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Office of Environmental Policy
PO Box 839966
San Antonio, Texas 78283-3966

If intended for EFS, to:

Energy Finance Solutions (EFS)
Attn: Nancy O'Brien
Program Director
431 Charmany Dr.
Madison, Wisconsin 53719

Reporting

Quarterly Reporting

(a) EFS will provide the Quarterly Reports within two weeks of the end date of each quarter (quarter end dates are 3/31, 6/30, 9/30, and 12/31), listing the Loan activity in that Quarter. The Quarterly Report shall, at a minimum, list all new Energy Efficiency Loans financed by EFS for the preceding quarter, assign each Loan a unique identification number related to this program, and indicate the original principal amount of each Loan.

(b) Within thirty (30) business days of receipt by City of each Quarterly Report, if the City does not communicate its disapproval of the Quarterly Report, in whole or in part, the Quarterly Report is considered final. The quarterly report will be sent as a separate attachment in order to ensure that the program metrics required by the DOE are met. The Department of Energy is primarily interested in the data on the loans that are originated. If EFS is unable to track subsequent defaults due to loans being sold to secondary market. This will be acceptable with the contingency that loan information is provided aside from that which is in the possession and control of the secondary lender.

(c) In the event DOE requires the City to submit additional information or revised Quarterly Reports, EFS agrees to provide such data within 15 days of the City's written request, provided that EFS can reasonably obtain the requested data, as shall be determined by EFS, and shall not be unreasonably upheld.

Resolution of Quarterly Reports If the City disapproves in writing of a Quarterly Report within the thirty-day period following its receipt of a Quarterly Report, then:

(a) the City shall immediately state to EFS its reasonable cause for such disapproval and request from EFS such additional information as needed to resolve the matter in question;

(b) EFS shall provide additional information as requested by the City to support and document its Quarterly Report; and

(c) EFS and City shall immediately use their best efforts to complete the mutually acceptable corrected Quarterly Report.

Use of Quarterly Reports City may use aggregated information, not specific individual loan information, contained in the Quarterly Reports to report on any aspect of the BetterBuildings Program.

Assignment and Subcontracting: EFS shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of EFS. EFS, its employees or its subcontractors shall perform all necessary work.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of EFS. City shall in no event be obligated to any third party, including any subcontractor of EFS, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, EFS may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, EFS shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor EFS, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should EFS assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of EFS shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by EFS shall in no event release EFS from any obligation under the terms of this Agreement, nor shall it relieve or release EFS from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power,

privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Independent Contractor: EFS covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that EFS shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and EFS, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and EFS. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the EFS under this Agreement and that the EFS has no authority to bind the City.

Source of Funds – American Recovery & Reinvestment Act: Funds for this contract come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”). EFS and any subcontractors, as subrecipients of ARRA funds, must comply with all terms, conditions and requirements of the Act as it currently exists and as they may be changed or supplemented during the term of this contract. EFS and any subcontractors shall comply with all special provisions as specified in the Act and current and future Department of Energy guidance.

Job Creation and Retention: Pursuant to section 1512c of the ARRA, not later than 5 days after the end each calendar quarter, you must submit a report to the City that contains an estimate of the number of jobs created and the number of jobs retained as a result of your receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or your existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. “Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. “Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Records Retention: EFS shall retain all records owned by or to which the City has the legal right of access to satisfy the City’s obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of

litigation or claims, whatever additional time is necessary to resolve all litigation or claims. EFS may retain these records in electronic format.

City shall be notified immediately by EFS of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the Agreement. As such, EFS understands and agrees that City will process and handle all such open records requests.

Right of Review and Audit: EFS and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Agreement and shall make such materials available to City, at the City's Office of Environmental Policy, 111 Soledad, Suite 725, San Antonio, Texas, or successor local address, at all reasonable times and as often as City may deem necessary during the Agreement term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by City, and any of its authorized representatives. Further, EFS acknowledges that it is potentially subject to Single Audit should the funds awarded under this contract exceed \$500,000.00.

Access to Contractor Records: Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of the contractor regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515. You acknowledge this requirement and agree to grant such access to these entities and the City, if requested. You shall maintain documentation of your purchases of materials or goods furnished hereunder that are sufficient to demonstrate that they are U.S.-made. You must retain this documentation for the duration of this Agreement, and for four years after the expiration or termination of this Agreement. You shall permit inspection and copying of such documents to these parties and the City at no cost.

Anti-discrimination and Equal Opportunity Provisions: All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. You shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. Generally applicable civil rights laws apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. You agree that you will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and EFS, and signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits, as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

Agreed, Consented to, and Executed this ____ day of October, 2011.

WISCONSIN ENERGY CONSERVATION CORPORATION (WECC) DBA,
ENERGY FINANCE SOLUTIONS (EFS)

BY: Mary Woolsey Schlaefer
Printed name: Mary Woolsey Schlaefer
Title: President and CEO, WECC

CITY OF SAN ANTONIO

BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or her designee

APPROVED AS TO FORM:
Office of the City Attorney
Michael D. Bernard, City Attorney

By: _____
Assistant City Attorney

Exhibit I

Request for Proposal (RFP) for “Energy Efficiency & Renewable Energy Financing” (RFP 11-067)

Exhibit II

Addendum 1, dated August 4, 2011



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Energy Efficiency and Renewable Energy Financing Request for Proposals, (RFP 11-067),
Scheduled to Open: August 8, 2011; Date of Issue: July 25, 2011

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: August 4, 2011

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. Add: Exhibit 4, "Energy Efficiency and Conservation Block Grant Eligibility Guidance", is posted as a separate attachment.
2. Add: Exhibit 5, "Response to Questions 12, 13 and 14", is posted as a separate attachment.
3. Add: Exhibit 6, "IRB Calculator", is posted as a separate attachment.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

- Question 1:** Under the section entitled "Roles of the Program Partners", subheading, "The Homeowner will provide:", the proposal states that, "In some cases, residential homeowners will need to make non-energy efficiency repairs on their homes in order to facilitate installation of the energy efficiency measures." Will a customer be able to finance these non-energy repairs? If so, will there be limits on the amount of non-energy repair costs that may be financed at an interest rate that is subsidized by the \$2.5M in program funding? What is this limit?
- Response:** Yes, a customer is allowed to finance if non-energy repairs are necessary to complete/install the energy efficiency (EE) or conservation improvements. The EE and/or conservation improvement must be the primary focus of the loan. Up to 25% of the total cost of the loan can be utilized for those non-energy repairs and must meet the conditions in the guidance language. Please refer to Exhibit 4, Energy Efficiency and Conservation Block Grant Eligibility Guidance, attached separately to this addendum.
- Question 2:** Because lenders may have their own approval requirements for contractors performing the program-eligible energy installations when they are financed, in addition to the contractor list provided to Homeowners by City Public Service (CPS) through the Better Business Bureau (BBB), there will likely be an additional (subset) list of contractors approved by each lender to offer each particular type of financing. Will CPS also provide customers this list, so that the customer is well-informed about how they may need to select their contractor?
- Response:** Yes, CPS will provide customers with a list. The Better Business Bureau will not provide a list because it is too large. However, it may be accessed and printed at any time according to industry from www.sanantonio.bbb.org or any individual may call the office directly to speak with a staff member who will provide immediate guidance and tips.

- Question 3: Based upon the CPS website (<http://www.cpsenergy.com/Residential/Rebates/>), rebates are only available to customers who choose their contractor from the list on the City's website. Is this list different from the BBB list described in #2, above?
- Response: No, the Better Business Bureau, has already cross referenced the City's list with the Better Business Bureau contractors list. Essentially, all consumers need to do is go to the Better Business Bureau site to search reports, grades and submit eQuotes. The City's website is for licensed and bonded contractors, the Better Business Bureau has additional customer ratings. The contractors must be licensed and bonded to work in San Antonio.
- Question 4: Under Section 003, BACKGROUND, Roles of the Program Partners, The Energy Service Provider (CPS Energy) will provide, *Initial Point of Contact for customers*, it is noted that, "if the homeowner chooses their own contractor, they will need to have experience in performing energy efficiency projects". Does this mean that a homeowner will be able to choose a contractor that is not on the BBB list provided by CPS to complete work through the program? If a homeowner with energy efficiency project installation experience wishes to select themselves (self install) to perform the improvements, are they eligible to do so, and are they expected to be eligible for financing?
- Response: Yes, we will only advise them to use the Better Business Bureau and give them tips on selecting a contractor. The work must be installed by a contractor with all licensing and certifications to perform that type of work. Yes, participants will be eligible for financing based on the lending institution's parameters.
- Question 5: Is there a remediation process for contractors who do not perform installations to the standards established by the City and/or CPS?
- Response: If a contractor does not perform the installation properly or if there are any issues related to service provided by the contractor, the Better Business Bureau may step in at either party's request to act as a neutral agent. In addition, the Better Business Bureau can offer mediation and arbitration for a very low cost.
- Question 6: It is stated that the financial institution will collect loan payments via normal collection procedures. Is it acceptable to utilize a 3rd party to service and collect loan payments? (Provided the 3rd party servicer is willing/able to provide the required reporting information)
- Response: If the financial institution chooses to outsource their billing to a third party servicer, this will be acceptable if all documentation being requested by the City of San Antonio (i.e. required reporting) be provided by the financial institution that contracted with the City of San Antonio for this program.
- Question 7: Under section 004- SCOPE OF SERVICES, A., Energy Efficiency and Renewable Energy Loans, Loan Application Process, Step VI, Program Fees, it is stated: "Under this Program, the partner Financial Institution(s) will not pay any fees to the City to encourage participation from the Financial Institution(s)". Can you please clarify the intent of this statement?
- Response: The profits earned for fees charged by the financial institution for the cost of doing business will not be paid to the City of San Antonio.
- Question 8: Under Section 005 - ADDITIONAL REQUIREMENTS, Ownership and Licenses, it states that, "Respondent acknowledged and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract". Please explain these expectations as they may relate to proprietary and confidential credit data obtained in the course of making loans through and for this program.
- Response: All required reporting is to be provided to the City of San Antonio via a Program Identification Number to ensure that private information (i.e. credit data) on the customer is maintained confidentially, since the customer only authorized disclosure of their credit information to the financial institution and not to an outside third party.

Question 9: Under Section 004, SCOPE OF SERVICES, Section B., Use of Grant Funds, it states, "ARRA grant monies will be used to pay Financial Institutions directly without having the Financial Institutions involved in the management account process". Please explain this statement.

Response: Financial institutions will invoice the City of San Antonio for the payment of loan fees, application fees, etc. on loan closings submitted monthly. Through direct invoicing, the financial institution avoids having to incur additional monitoring and tracking of depository account balances that would have been required in a Loan Loss Reserve Program. The direct invoicing method establishes a simpler process for both the grantee and the Financial Institution.

Question 10: Please verify if the incentives to be offered by the City (and independent of those available through CPS) will reduce the \$2.5M in grant funds available through this RFP, or if the \$2.5M will solely be available to utilize in leveraging participation through financing mechanisms.

Response: The \$2.5 million will solely be available toward leveraging participation through financing mechanisms.

Question 11: In several places in the RFP there is reference made to investors' "target goals". Based upon the anticipated number of 4,500 improved homes, the \$2.5M in grant funds results in approximately \$556 per household for a lender to utilize (assuming incentives referenced in number 10, above, will be funded from a separate source). We submit the following questions related to the target goals and \$2.5M budget:

- a. Is the objective to divide the lending incentives equally across all participants?
- b. Is 4,500 the target number of participants in the program, or strictly the target number of program projects to be financed?
- c. If, after a period of time, program targets are not on track to be met, is there an opportunity to revisit the offer/structure and adjust the incentive/financing offer (perhaps then in a non-equally distributed manner) to drive more participation, though possibly for a fewer number of homes?
- d. What are the implications for the lender of a shortfall in the number of anticipated homes?
- e. While recognizing the value of the energy efficiency initiatives, is the number of homes or the expenditure of the grant funds ultimately a greater driver for the program? Do penalties apply if funds are not spent?

Response:

- a. How the lending incentives will be distributed across all participants will be dependent on the proposals submitted and the experience and qualifications of the lenders.
- b. The 4,500 target number is for the participants in the program and not the target number of program projects to be financed.
- c. Yes, establishing meetings with the lenders once they are selected will enable close monitoring of the progress of the program and its goals. Also, it will further determine what areas need to be addressed to effectively meet program expectations. There will be an ability to reprogram funds from one lender to another to ensure that program goals are being met or exceeding expectations. Thus, the benefit of working with more than one lender will enable program goals to be shared collectively and will lessen the burden of one financial institution to have to meet the program expectations on an individual basis.
- d. The implication for the lender of a shortfall in the number of anticipated homes would be their inability to build their revenue base.
- e. Both of these items (number of homes and expenditures) are key driving factors; however, it should be noted that there may be individuals who pay for these energy efficiency implementations without financing and contribute to the overall household target of the program. If funds are not spent as forecasted then the funds will be reallocated within other program areas to ensure that the program is successful.

Question 12: How many homes are currently improved annually through the current CPS program? Since the program launch in June, 2011, how many projects have been completed? Of the customers who have expressed

- interest in the program since June, how many or what percent have indicated they would be interested in a financing option?
- Response: Please refer to Exhibit 5, Response to Questions 12, 13 and 14, attached separately to this addendum.
- Question 13: What is the average pre-rebate project cost for customers who have received rebates from CPS during the past year?
- Response: Please refer to Exhibit 5, Response to Questions 12, 13 and 14, attached separately to this addendum.
- Question 14: What is the average total CPS rebate awarded per customer?
- Response: Please refer to Exhibit 5, Response to Questions 12, 13 and 14, attached separately to this addendum.
- Question 15: What will be the City's payment terms (days) for invoices submitted by the lender?
- Response: This will be dependent on the terms negotiated and executed via a contract between the Financial Institution and the City of San Antonio.
- Question 16: The RFP indicates that the average loan size is expected to be \$7,800. Is this based upon the existing CPS program, a national average, or anticipated loan sizes as they may be influenced by the new incentives?
- Response: The \$7,800 loan amount is based on a national average and is subject to change depending on the market being served. The national average is based only on the project costs; however, the CPS rebate will be provided after the loan closing. Please note that the CPS rebate is being provided by CPS Energy and not through stimulus grant funds.
- Question 17: Must a customer apply any CPS rebates and/or City incentives they are eligible for to reduce their principal loan amount so as to eliminate "double-dipping" (for example, benefitting from a reduced interest-rate loan covering the full cost of a project while also collecting a cash rebate for the same work that is being financed)?
- Response: All rebates will be paid to the customer upon completion of the project.
- Question 18: If there is a fixed amount of the \$2.5M allocated for leveraging financing that can be applied on a per customer basis, could a customer elect to forego the incentive they may be eligible for through the City and apply it to reduce the interest rate or further incent their loan, if it would allow them to complete a greater amount of energy efficient improvements?
- Response: The amount of funding distributed to each financial institution will be determined based on the final selection of lenders. The method of how funding can be applied to a customer will depend on the proposed plan (i.e. interest rate buy down, subsidizing fees, etc.) to be submitted to the City of San Antonio from the financial institution. Ultimately, the financial institution will be able to advise the customer on what options will benefit their best interest in terms of evaluating the cost and benefit of implementing energy efficiency measures and/or increasing their leverage position.
- Question 19: The RFP indicates that at the end of 2013 the City will evaluate the success of the program, and that the City shall have the option to renew for an additional one (1) year period under the same terms and conditions. If ARRA funds are exhausted by the end of 2013, are there additional funds available to continue to support a similar program incentive/financing offer, or is the incentive/financing offer subject to change based upon the availability of additional incentive resources?
- Response: Funding is limited to the term of the program; a similar program will continue to be provided through CPS Energy. CPS Energy would be able to further advise you on how their program will be established.

Question 20: Are there any flow-down ARRA requirements that shall be assumed by a selected Respondent?

Response: There are no flow-down ARRA requirements for Respondents.

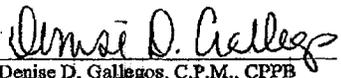
Question 21: Under SCOPE OF SERVICES, A., Energy Efficiency and Renewable Energy Loans, there is a chart and description related to eligible residences, which shows that the Davis Bacon Act does not apply, and also those as many as 100 units, when an individual owns all, may be eligible to borrow under this program. Please clarify: 1) are non-owner occupied properties, even though owned by an individual, expected to be eligible for financing? 2) Is the program (also) seeking financing for commercial properties through this RFP? 2) How would the Davis Bacon Act impact the eligibility of a property (Davis Bacon having to do with prevailing wages) 3)Is there a responsibility under this ARRA funded program to comply with or ensure compliance with the Davis Bacon Act, 4) And if so, what is the anticipated responsibility of the Financial Institution?

Response: Yes, non-owner occupied properties that are individually owned are considered residential rather than commercial properties per the Department of Energy standards. Commercial financing is available, but not through this RFP. DBRA (Davis Bacon & Related Acts) will not affect the eligibility of properties provided that they meet the strictures of being 100 units or less. Yes, but DBRA will only apply to multifamily projects of greater than 100 units. DBRA is otherwise not applicable to single-family or multi-family of 100 units or less. The only requirement would be to provide coordination between the borrower, the City, and the borrower's contractor.

Question 22: Under SCOPE OF SERVICES, B., Use of Grant Funds, the DoB Excel calculator which demonstrates the appropriate manner in which interest rate buydowns shall be calculated and paid to lenders is described. We would be interested in reviewing this calculator.

Response: Please refer to Exhibit 6, IRB Calculator that is attached as a separate Microsoft Excel worksheet to this addendum.

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Purchasing & General Services Department

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

Exhibit III

Addendum II, dated August 5, 2011



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM II

SUBJECT: Energy Efficiency and Renewable Energy Financing Request for Proposals, (RPP 11-067, 6100000467), Scheduled to Open: August 8, 2011; Date of Issue: July 25, 2011

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: August 5, 2011

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II- TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. **THE RFP OPENING DATE IS HEREBY EXTENDED TO FRIDAY, AUGUST 12, 2011, 2:00 PM LOCAL TIME.**

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE RFP PACKAGE****

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Purchasing & General Services Department

Date _____
 Company Name _____
 Address _____
 City/State/Zip Code _____

Signature

Exhibit IV

Addendum III, dated August 11, 2011



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM III

SUBJECT: Energy Efficiency and Renewable Energy Financing Request for Proposals, (RFP 11-067),
Scheduled to Open: August 12, 2011; Date of Issue: July 25, 2011

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: August 11, 2011

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

- Question 1: Delinquency reports. We don't have the ability (systematically) to track the originations of this project once they are passed to the collections system.
- Response: Providing delinquency reports are needed as part of the data collection being requested by the Department of Energy. In the event the Financial Institution sells the loans to the secondary market, they are exempt from having to provide past due information. Further information in relation to your Financial Institution's collections system will need to be provided in your proposal to gain a further understanding of the problems encountered in generating delinquency reports for this program.
- Question 2: Since our consumer loans, do not offer a rate buy-down feature, the only incentive to the consumers would come from loan fees that will be subsidized by the program. We will need the fee reimbursement to go directly to the borrower from the City of San Antonio. We don't have the ability to bill the City Of San Antonio for each loan fee.
- Response: The City of San Antonio is accepting proposals from Financial Institutions to encourage them to utilize stimulus funds toward interest rate buy down features or through subsidizing loan fees. However, if you would prefer to utilize stimulus funds via another viable method that helps assist residential customers through this program, please address this within your proposal. The ability for the City of San Antonio to provide the funds directly to the Financial Institution as a direct payment of loan fees to each borrower's account at each loan closing can be a staff-intensive issue. Based on the information provided by the respondent, the City of San Antonio is unable to provide a response until the Financial Institution further clarify the amount of loans generated per branch based on past experience to further determine the City of San Antonio's ability to determine the resources needed to process these transactions.
- Question 3: We can offer the SLOC for smaller requests (\$2,000 to \$15,000+/-) and the consumer loan home improvement for loans in higher amounts.

Response: Both secured and unsecured loan products are being accepted in this RFP solicitation and the greater the range of loan products available to residential households; this will directly impact the overall success of the program.

Question 4: In response to question below, the transaction fee for the unsecured smaller loans will be 3% of the amount advanced with a minimum of \$10. On the larger home improvement loans, closing fees vary based on the transaction. The average range of fees is as follows:

Appraisal Fee	325
Deed Tracking Fee	20
Flood Zone Svce. Fee	4
Recordation	34
Lien/Title Search	65
Processing Fee	25
Total	473

Other fees apply to unusual property types and loans secured by first liens.

Response: Any information that the Financial Institution can provide to further support their proposal is acceptable.

Question 5: For application tracking purposes, we will issue a program number to these loans that will need to be included on every application by the branch employee when the application is filled out. Input of this code at application becomes key element of this program since that is the only way to identify these loans.

Response: If this method further contributes to a more efficient method of reporting data collection on loan closings than it will be acceptable. For your reference, a Project ID number will be provided per customer if you would like to maintain the same Project ID numbers as those generated by CPS Energy. However, if the Financial Institution generates their own internal Project ID number, it will be necessary to ascertain that the customer is registered as a CPS Energy Savers Customer to ensure their participation in the program. This item can be further delineated in the contract negotiations between the City of San Antonio and the Financial Institution.

Question 6: I will need to get the CLC management involvement in the added procedures that incorporate a "Completion Certificate" for these loans.

Response: The Completion Certificate can be provided as an addendum to the contract of what loan forms will be provided by the respondent during the time of contract negotiations.

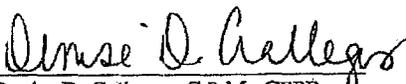
Question 7: As it is the case with other similar programs, we will ask that applications be taken in person by branch employees.

Response: The form of how applications will be implemented will be dependent on the Financial Institution's preference and if the Financial Institution prefers to have loan applications to be taken in person by the branch employees, this method will be acceptable.

Question 8: Further approval of this program will be necessary from our Risk Policy group and the Legal & Compliance departments. Both legal and compliance will have to weigh in heavily on the "essay questions" required.

Response: It is understandable that the Financial Institution submitting a proposal will perform due diligence to ensure compliance with their internal policies.

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Purchasing & General Services Department

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

Exhibit V

Sample Invoice
(Final format to be determined by EFS and OEP)

Exhibit VI

Sample Reporting Forms

- A. FTE – Hours worked**
- B. Quarterly Report**

[Forms may be amended as required by the Department of Energy.]

A. FTE – Hours Worked

TIME DISTRIBUTION RECORD				PAYROLL PERIOD: _____	
NAME: _____		DIVISION: _____		START: _____	
POSITION TITLE: _____		ID#: _____		END: _____	
Project ID	Project Name	Project Name	TOTAL	Specification of Work	
Sat	5/8		0.00		
Sun	5/9		0.00		
Mon	5/10		0.00		
Tue	5/11		0.00		
Wed	5/12		0.00		
Thu	5/13		0.00		
Fri	5/14		0.00		
Total	5/8-5/14	0.00	0.00		
Sat	5/15		0.00		
Sun	5/16		0.00		
Mon	5/17		0.00		
Tue	5/18		0.00		
Wed	5/19		0.00		
Thu	5/20		0.00		
Fri	5/21		0.00		
Total	5/15-5/21	0.00	0.00		
Total	5/8-5/21	0.00	0.00		
% Per Project	0.00%	0.00%	0.00%		

I certify that this is a true and accurate record of my work hours for this period.

EMPLOYEE'S SIGNATURE _____ DATE _____

SUPERVISOR'S SIGNATURE _____ DATE _____

Record hours in 15-minute increments, i.e.: 3.25, 2.75, 4.00, 5.30

B. Quarterly Report

Energy Efficiency Loan Program Agreement

ANNEX A
QUARTERLY REPORT to the City of San Antonio
Pursuant to Energy Efficiency Loan Program Agreement dated
, 2011

Reporting Period: [], 2011 to [], 2011

New Loans Added to Segment during Period

Loan #	Borrower	Location	Project Description	Net Sales Price	Customer Down Pmt.	Loan Principal	Closing date	Maturity date	Interest Rate
1									
2									
3									
4									
Example 00123	Stellar, Jane	[]	Roof insulation + roof	\$20,000	\$4,000	\$16,000	11/15/10	11/15/15	24.00%
etc.									
Total						\$16,000			

Loan #	Borrower	Location	Outstanding Loan Principal	Accrued Interest*	Loss Amt.
1					
2					
3					
4					
Example 00012	Schmoe, Joe		\$12,000	\$240	\$12,000
etc.					
Total					\$12,000

*not greater than two months accrued interest

Portfolio Data

1	Total Loans in Segment, prior Quarterly Report	<input type="text"/>
2	Total # New Loans Added, this Quarterly Report	<input type="text"/>
3	Total # Loans as of this Quarterly Report	<input type="text"/>
4	Total Original Loan Principal, all Loans in Segment, with prior Quarterly Report	<input type="text"/>
5	Total Original Principal, all New Loans, this Quarterly Report	<input type="text"/>
6	Total Original Principal, all Loans in Segment, this Quarterly Report	<input type="text"/>
7	Total Outstanding Principal, all Loans in Segment, as of	Mar 31, 2010 <input type="text"/>
8	# Loans current	<input type="text"/>
9	# Loans past due 30 days	<input type="text"/>
10	# Loans past due 60 days	<input type="text"/>

11 Total Outstanding Principal, all Loans in Segment past due 60 days
12 Total outstanding principal of Loans in default



Fully Matured Loans

Total # Loans that were paid in full during Quarterly Report
1 period

Prepared By: _____

Approved By: _____

Manager

[] EFS

Exhibit VII

Workflow Narrative

Exhibit VIII

Copy of Enabling Ordinance No. 2011-09-29-_____