

REQUEST FOR PROPOSALS (RFP)
WISCONSIN ENERGY CONSERVATION CORPORATION
Energy Efficiency Residential and Non-Residential
Retrofit Financing Programs in the City of Milwaukee, Wisconsin
Date: xx/xx/2010
RFP Response Due Date: xx/xx/2010

I. General Information

The Wisconsin Energy Conservation Corporation (WECC) is soliciting proposals from qualified financial and other institutions to fund and/or develop, administer, and promote energy efficiency retrofit financing product(s) that will provide loans to residential homeowners and non-residential businesses in the City of Milwaukee, Wisconsin. The program intends to use \$5,350,000 for a loan loss reserve to support financing programs for the purchase and installation of energy efficiency measures for City of Milwaukee residential, commercial, and industrial buildings.

This Request for Proposals (RFP) seeks qualified providers for two key program tasks: (1) funding to provide financing for the energy efficiency retrofit loan programs to residential and non-residential customers in the City of Milwaukee; and (2) loan origination and servicing administration for the energy efficiency loans made by the programs.

WECC seeks the submission of proposals from qualified professional service providers that may form the basis for negotiation of a professional service contract. *This RFP is not an offer to contract.* Specific terms and requirements in this RFP may be waived or modified by WECC as it deems necessary or appropriate. WECC and the City of Milwaukee have no liability for any costs incurred by a prospective provider for the preparation and production of a proposal or for any work performed prior to the issuance of a contract. Minority and women-owned businesses are encouraged to apply.

There will be pre-bid conference held on xx/xx/xxxx at [time].

WECC reserves the right to reject any or all proposals and to solicit additional proposals if determined to be in the best interests of the program.

II. Project Description

WECC, a national leader in the design and implementation of energy efficiency and renewable energy programs, on behalf of the Cities of Milwaukee, Madison, and Racine, Wisconsin, filed an Application for and received a grant for \$20 million from the United States Department of Energy (DOE) in Funding Opportunity Announcement Number DE-FOA-0000148 Recovery Act: Energy Efficiency and Conservation Block Grant, Competitive Solicitation: Retrofit Ramp-up and General Innovation Fund Programs (currently called the "BetterBuildings" program). [Information about WECC is available at www.weccusa.org. Information about the BetterBuildings grant is available at <http://www1.eere.energy.gov/wip/eecbg.html>] The grant funds will be used to develop and implement energy efficiency retrofit programs for a three (3) year pilot project that may continue after that period. The City of Milwaukee (City) will receive approximately \$12 million of these

grant funds to conduct a three (3) year Me2 energy efficiency retrofit program within the City. The City will use approximately \$5,350,000 of this award to create loan loss reserves for the Me2 financing products.

Projects completed under this RFP will be funded, in whole or in part, with funds appropriated by the American Re-investment and Recovery Act (ARRA) for the BetterBuildings grant program. The goals established for the BetterBuildings grant are to increase energy efficiency, preserve and create jobs, and promote economic recovery. The DOE is encouraging cities to use their BetterBuildings funding not only to support current energy efficiency projects, but also to establish sustainable programs and put in place long-term financing mechanisms that will provide lasting benefits and lead to long-term market transformation.

WECC is seeking proposals from qualified applicants to fund and/or develop, administer, and promote energy efficiency retrofit financing products in the City of Milwaukee, Wisconsin as part of the Me2 program. These energy efficiency retrofit financing products will stimulate the creation and retention of jobs, as well as improve energy efficiency, and increase the number of energy efficiency retrofits by providing low interest rate loans for the installation and the implementation of energy efficiency measures for existing businesses and residences. It will provide access to low cost capital for borrowers who might not have other available resources. The target audience for the loan product(s) is moderate income homeowners and small to medium size business owners to help them overcome the first cost barrier when implementing cost-saving but sometimes costly energy efficiency measures. [Information about the Me2 program can be found in Appendix D and at <http://www.city.milwaukee.gov/greenteam/MilwaukeeEnergyEfficiencyMe2.html>.]

The energy efficiency financing products will extend the scope of federal recovery funds and ensure that these funds continue to support the City of Milwaukee's commitment to energy efficiency well into the future by providing an ongoing source of revenue to implement energy efficiency measures in the City. Further, establishing and administering these loan products demonstrates commitment by a financial institution to meeting the Community Reinvestment Act, (12 U.S.C. 2901), implemented by Regulations 12 CFR parts 25, 228, 345, and 563e. The Me2 financing products are expected to commence in conjunction with the Me2 program launch, currently planned for November, 2010, and continue to the end of June, 2013. It is an objective of the Me2 program to continue after the end of the grant period. All funds received through the BetterBuildings grant for program use must be expended by June 2, 2013. Funds are considered expended for purposes of complying with this deadline when they have been loaned for the first time to a specific borrower.

Allowable expenditures for loan funds will include equipment, equipment installation, labor costs for energy-efficient fixtures, and retrofits installed on property owned or leased by the loan applicant. Eligible energy efficient fixtures and retrofits may include, but will not be limited to, mechanical systems and components including HVAC and hot water, electrical systems and components including lighting and energy management systems, doors and windows, insulation, and refrigeration. Eligible measures will be in the nature of fixtures or non-portable. Funds recaptured through loan payments must be used for the same purpose (energy efficiency retrofits) unless an amendment is approved by the WECC, the City, and DOE redirecting its use.

III. Term

The term of the resulting Contract will run commensurate with the subject project. The grant term that is the funding source for this project ends June 2, 2013, so all program activities must be complete and reporting information needed to WECC by that date. It is the intent of WECC and the City to find resources to allow this program to extend beyond the end of the grant period.

IV. Desired Energy Efficiency Retrofit Financing Program Attributes

WECC is seeking an entity to provide financial backing to allow for approval of and disbursement of funds to qualified borrowers on an as-needed basis. The loans will be used to finance cost-effective energy efficiency retrofits in which the customer's energy bill savings exceed the cost of the project. For residential energy efficiency work, the program will require pre- and post-completion audits by qualified independent energy consultants certified by the Business Performance Institute (BPI) to determine the scope of work. The work will be performed by qualified contractors and consistent with the consultant recommendations. The program will conform to the requirements of the current Focus on Energy Home Performance with ENERGY STAR[®] Program so that customers will be able to receive financial incentives for measures offered through Wisconsin's Focus on Energy statewide program. For more information on the Focus on Energy Home Performance with Energy Star program go to www.focusonenergy.com/residential/home-improvement/) Financial incentives shall be deducted from the overall project cost to determine the borrowing amount. Similarly, Focus on Energy business programs protocols are required for non-residential energy efficiency retrofit work. For more information on Focus on Energy Business Programs, go to www.focusonenergy.com/business. The funding to allow the approved financing will be repaid through the loans paid by the borrowers.

The key attributes of the desired RESIDENTIAL loan framework are:

- No required initial cash payment by a customer to receive financing
- Fixed interest rate loans only with no prepayment penalty
- Unsecured loans with a term not to exceed ten (10) years
- Residential loans between \$1,200-\$15,000 repaid on a monthly basis
- The loan proceeds may only be used for qualified energy efficiency improvements with no cash-out option

NOTE: Some of these loans may be the result of a sale solicited at a home and therefore are subject to appropriate Wisconsin Statutes.

The Me2 program may also charge 1% of total loan to the contractor as a participation fee within the program. This fee will be disclosed to customers. Prior experience with loan defaults in the United States with similar programs indicates that loan defaults have not exceeded 1-1/2 percent of the total loan amounts financed.

The key attributes of the desired NON-RESIDENTIAL loan framework are:

- Non-residential loans may be unsecured or secured, including through use of the Property Assessed Clean Energy (PACE) model

- Unsecured loan terms up to 10 years
- PACE secured loan terms up to 20 years
- Non-residential loans between \$2,500-\$150,000 repaid on a monthly basis (the maximum loan amount is subject to negotiation)
- Loan proceeds may only be used for qualified energy efficiency improvements with no cash-out option
- Applicant should propose the term of any secured (other than PACE) products that you would be willing to promote.

The Me2 program's loan loss reserves will be available to the lender through a negotiated Loan Loss Reserve Agreement. The residential program loan loss reserve is expected to be \$1,500,000. The non-residential program loan loss reserve is expected to be \$3,850,000. The exact amount of the loan loss reserve may be less than these amounts and will be finalized as part of the negotiation process. It is the objective of the Me2 program to provide at least approximately \$60,000,000 towards the financing mechanism(s). It is anticipated that over the three (3) year term of the grant that approximately 4,500 residential homes will be audit-based comprehensive retrofit. Non-residential loans would be committed up the point supported by the loan loss reserve. Neither WECC nor the City shall be responsible for loans beyond the amounts established in the loan loss reserves agreement.

WECC prefers an entity that would provide financing funds as well as performing the loan origination and servicing functions for the financial program in a cost effective and efficient manner. However, this RFP also seeks an entity that only offers to provide funding for the financing programs or to provide loan origination, servicing, and related functions. These latter tasks would include borrower and contractor outreach, the processing of borrower loan applications, verification of eligibility and disbursement of loan funds to the borrower or the contractor authorized by the borrower, and collection of the loan payments. If a Property Assessed Clean Energy (PACE) model is used, the entity must be able to interface through the use of information technology with the City of Milwaukee Property Tax Department to ensure loan information may be transferred to city property tax records.

While WECC reserves the right to select a proposal for either finance funding or loan administration alone, or neither, WECC's objective for this RFP is to select a proposal or proposals that, taken as a whole, would allow the City to satisfy both its financing and administrative needs. Proposers are welcome to provide responses to either or both tasks. WECC encourages proposers to partner with other firms or parties if necessary to cover all of the elements of this RFP.

IV. Contractor Key Tasks and Responsibilities

The Contractor key tasks are separated for those firms that only wish to provide funding for the financing programs and those that only wish to provide loan origination/servicing and related functions. A contractor that wishes to provide a full-service complement of funding and loan origination/servicing would be expected to meet all of the key tasks and responsibilities enumerated in this section.

Key Tasks for Funder of Financing Programs

- A. Provide funding for the financing programs that will allow a lending rate lower than existing private unsecured loans available for energy efficiency retrofit loans supported by underwriting criteria that allows the broadest number of homeowners and businesses the opportunity to participate in the programs.
- B. Provide funding for the financing programs that allow unsecured loan terms up to at least 10 years for residential loans, up to 15 years for non-residential loans, and up to 20 years for commercial PACE loans.
- C. Provide sufficient funds to allow the programs to leverage the loan loss reserves to achieve an overall financing capability of at least \$60 million over the program grant period.

Key Tasks for Loan Origination/Servicing and related functions

- A. The Contractor will assist WECC and the City in developing specific goals and objectives for the Me2 loan products in accordance with the BetterBuildings grant requirements and guidance.
- B. The Contractor will be responsible for the development of forms for use in the loan application process, loan disbursement and reporting, and will work with WECC and the City to develop the loan application and define a matrix for project selection. The Contractor will track and monitor progress toward program goals, offer assistance to borrowers, and be responsible for communicating the success of the program. On-going monitoring and reporting will be a requirement of the program. Along with a narrative discussion of monthly financing program activity, the DOE requires that on a quarterly basis the Contractor shall assess, verify, and report residential loans (NOTE: these are subject to change):
 - Number of loan applications received
 - Administrative cost incurred
 - Credit enhancement
 - Loan Type
 - Building type
 - Source
 - Loan ID (unique)
 - Loan originator
 - Name
 - Address
 - Property parcel number (if applicable)
 - Annual Income (\$)
 - Credit Score (FICO)
 - Property Valuation
 - Property Valuation Source
 - Origination Date
 - Total project price (\$)
 - Amount financed (\$)
 - Interest Rate (%)
 - Compounding Period (number of times per year)
 - Period
 - Loan Term (months)
 - Outstanding Mortgage debt? (\$)

- Outstanding Home equity line? (\$)
- Outstanding other debt? (\$)
- Existing liens on property? (\$)

Along with a narrative discussion of monthly financing program activity, the DOE requires that on a quarterly basis the Contractor shall assess, verify, and report non-residential loans (NOTE: these are subject to change):

- Credit enhancement
- Loan type
- Building type
- Source
- Loan ID (unique)
- Loan originator
- Business Name
- Address
- Property parcel number
- Tenant occupied building? (yes/no)
- Earnings (\$)
- Property Valuation
- Property Valuation Source
- Origination Date
- Date of loan sale (for loans sold to secondary investors)
- Total project price (\$)
- Amount financed (\$)
- Interest Rate (%)
- Compounding Period (number of times per year)
- Period
- Loan Term (months)

Along with a narrative discussion of monthly financing program activity, the DOE requires that on a quarterly basis the Contractor shall assess, verify, and report residential and non-residential loans (NOTE: these are subject to change):

- Date payment due
- Date of actual payment
- Payment due (\$)
- Actual payment (\$)
- Date of charge-off
- Charge-off (\$)
- Date of pre-payment
- Number of months prepaid
- Prepayment Penalty Assessed (\$)
- Pre-payment (\$)
- Date of foreclosure
- Foreclosure (\$)

- Lender Loss Experienced (\$)
- Amount of financing (\$)
- Source of financing
- Amount of rebates (\$)
- Source of rebates
- Amount of tax credit (\$)
- Source of tax credits

Note that the DOE considers these reporting requirements "standard." For pieces of this information that are not usually collected, the date point reporting requirement is open for negotiation.

- C. The Contractor shall propose the fee structure for program administration costs that will allow the financing product(s)' capital base to remain intact. Administrative costs should be reasonable to perform the necessary tasks, but should be kept low in order to maximize the benefits of the program.
- D. The Contractor will verify that applicants and projects selected for loans comply with the Me2 eligibility program requirements. The Me2 program has a strong preference for a customer to be able to find out whether their loan application meets the customer and program eligibility requirements as soon as possible (e.g. within minutes).
- E. The Contractor will obtain necessary information to approve that a borrower is eligible for a loan, disburse funds only to eligible borrowers upon approval by the Me2 program, and collect such payments including when payments are past due in a manner that protects the interests of the loan fund. Appropriate credit underwriting procedures shall be developed with WECC and the City and utilized to ensure the credit worthiness of loan applicants.
- F. The Contractor will be expected to aggressively market the Energy Efficiency financing product(s) to City of Milwaukee residents and businesses in cooperation with other Me2 marketing activities, and should develop a plan to effectively reach the target audience of moderate income homeowners and business owners.. The Contractor will be expected to include the City of Milwaukee name, along with their own name and brand in all communications related to the loan product(s). The relationship between the Contractor and the City will be expressed as a partnership. Add federal funding acknowledgement and disclaimer language as a requirement for any publications, if this is required by the BetterBuildings grant.
- G. The Contractor will be required to carry errors and omissions insurance covering negligent acts or omissions that will cover the Contractor's actions under the contract with WECC.
- H. The Contractor shall comply with the requirements of all applicable Federal, State, and local laws, codes, regulations, DOE policy and guidance, and instructions in this RFP, unless relief has been granted by the DOE and the City. The Contractor shall ensure flow down of the requirements of applicable Federal, State, and local laws, regulations, DOE policy, and guidance and instructions in this RFP to sub-recipients at any tier to the extent necessary to ensure the Contractor's compliance with the requirements, attached in Appendix E, "Special Terms and Conditions."

V. Site Visits

WECC or the City of Milwaukee authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Contractor must provide, and must require loan applicants to provide, access to facilities with reasonable notice. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

VI. Submittal Requirements

Each proposal submitted must contain one (1) original and three (3) copies of the following documents:

A. Letter of Transmittal

The letter of transmittal must include the following:

1. A brief statement of the work to be performed (i.e. whether your proposal is for capital funding only; loan origination & servicing functions only; or for both funding and loan origination & servicing functions). This statement should note whether the proposal is for residential loans, non-residential loans or both.
2. A summary of your cost proposal to provide the funds for financing and/or the cost of the loan origination/servicing and related functions proposed.
3. A statement assuring that the person signing the letter is authorized to bind the offer presented in the letter and accompanying proposal.

B. Cover Page

Name of Offeror's organization, local address, telephone number, email address, name of contact person(s), and date submitted.

C. Proposal Narrative

The proposal narrative section is divided into sections that are either applicable only to entities that wish to provide capital funding for the financing programs and those entities that wish to only provide loan origination/servicing and related functions. Only address the section that reflects your proposal. An entity that wished to provide both funding and loan origination& servicing functions should address all of the sections below in its proposal narrative.

Capital funding only

- Describe the proposed cost of funds or the lending rate at which unsecured loans would be provided to a) residential customers; and b) non-residential customers (if your proposal differentiated between small, medium or large non-residential customers please briefly define each category and provide the appropriate cost or lending rate for each customer segment); and for non-residential borrowers for a PACE loan product. Note: Per Milwaukee Common Council Resolution, the lending rate to the consumer must be within 500 basis points of the Wall Street Journal Prime Rate.
- State the total amount of funding that you would be willing to provide for: a) residential financing; and b) non-residential financing.
- State the loan term over which you are willing to provide funding for financing for: a)

residential unsecured loans; b) non-residential unsecured financing; and c) PACE secured non-residential financing.

- Describe the underwriting criteria required level of loan loss reserve and other assumptions that you used to determine the proposed rates and terms above for each customer segment.
- Describe any standard contractual or other requirements that would be required of WECC to enter into an agreement for funding.

Loan Origination & Servicing and related functions

The proposal narrative should outline a solid strategy for development and implementation of the energy efficiency financing programs. Include a detailed statement of the methodology to be utilized to carry out each task and address each of the following elements:

- Describe experience in the implementation of residential and commercial loan financing products.
- Discuss details for each step of the loan process including the loan application, the application review, loan closing procedures, project construction and completion, loan repayment, and tracking and monitoring of loans.
- Discuss plans to coordinate with WECC and the City throughout the development implementation, and maintenance of the energy efficiency financing products.
- Discuss proposed criteria for screening and ranking loan applications in order to maintain the financial security of the program and to accomplish the objectives of the BetterBuildings grant for maximizing benefits in terms of jobs created/retained, energy saved, renewable energy generated, and Greenhouse Gas emissions reduced.
- Outline proposed methods for data collection and monthly reporting of product metrics as specified in Section III. Key tasks, B..
- Provide suggestions for covering product administration costs through interest and fees and/or securing additional funding sources so that the fund's capital base remains intact. Proposed startup costs and projected annual management costs shall be broken out and identified separately.
- Describe a marketing plan for the loan product(s) and proposed methods for reaching the target audience of moderate income homeowners and small business owners to ensure that eligible loan candidates submit applications for appropriate projects
- Outline major tasks and services to be provided. Include a timeline for task completion.
- The Project Budget should outline the expenditures for the project and should include a reasonable fee for the administration of the energy efficiency financing programs. Any additional funds and/or in-kind services provided to the energy efficiency loan programs by the proposing organization or others should be shown in column two as leveraged funds.
- Proposal preparation costs are not reimbursable.

D. Firm Qualifications: MUST BE ANSWERED BY ALL PROPOSALS

Provide acceptable evidence of the organization, experience, qualifications, skills,

and capabilities of the Offeror to perform the services requested in this RFP. The following information should be included:

1. Describe the organization and services provided.
2. Provide brief resumes and statements of qualifications for key staff assigned to this project. Identify the role of each in regard to the energy efficiency product(s) being proposed. Include contact information for the individual who will serve as the program manager. Describe the experience of the organization and personnel, especially in regard to the implementation of loan programs, energy related programs, and/or federal or state grant programs.
3. Describe contractual work that will be needed and qualification requirements for subcontractors. Persons who are not full time employees of the proposer shall be considered subcontractors.

E. Financial Capability : MUST BE ANSWERED BY ALL PROPOSALS

Provide your entity’s overall capitalization and its long term credit rating by Moody’s Standard & Poors and Fitch as well as whether your entity is under a credit watch, review or negative outlook by any rating agency or regulatory institution.

VII. Submittal Process

Quantities: Four copies

Due Date:

Time: .

Mail to:

E-mail to:

Note: Dates are preliminary and subject to change.

VIII. Selection Process

A two-step process will be used to select the successful contractor. WECC will select an applicant(s) to interview based on the quality and experience presented in the proposals. During the interview of the short-listed applicants, the applicant will be evaluated on the quality and experience presented in the proposal and the ability to coordinate and complete the project.

Upon review and evaluation of all proposals, WECC will make a recommendation to the City of Milwaukee determined to best meet the needs of the City. Upon selection of the Contractor, WECC will initiate negotiations for contract terms and conditions, including fees.

Selection for a proposal limited to an offer to provide capital to fund the financing programs will be based upon the following criteria:

- Overall cost of funds and related underwriting criteria 200
- Amount of capital to be available and required loan loss 150

- reserve commitment
 - Funding terms for capital and repayment obligation 150
- Total Possible Points: 500

Selection for a proposal limited to an offer to provide loan origination and servicing functions will be based upon the following criteria:

Energy efficiency product development strategy, description of proposed loan application process and procedure for screening applicants	50
Qualifications and experience of organization and key personnel	30
Proposed methods for data collection and monthly reporting of program metrics	25
Proposed plan to disburse loan funds in a timely manner. Detailed description of deliverables and timelines for task completion	25
Marketing Plan	20
Compliance with solicitation requirements	10
Cost to provide loan origination & servicing and related functions	140
Total Possible Points	300

Selection of a proposal to provide funding and loan origination and servicing functions will be based on the use of all of the criteria and points above for a total of 800 points.

VIII. Terms and Conditions

- A. WECC reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP’s, and to either substantially modify or terminate the Project at any time prior to final execution of a contract.
- B. WECC or the City shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the RFP or to the interview process.
- C. Nothing contained herein shall require WECC or the City to enter into exclusive negotiations and WECC reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
- D. WECC reserves the right to request clarification of information submitted and to request additional information from a respondent.
- E. WECC will not accept submittals after the time and date specified on the RFP.
- F. The qualifications of each member of the team are important criteria in the selection process. The selected consultants will not be allowed to substitute any members without prior approval by the City. WECC, at its sole discretion, reserves the right to accept or reject proposed changes to the team. Team members may participate in multiple team submittals.

WECC and the City of Milwaukee encourage submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

IX. Proprietary Information

- A. The information contained in the proposals will be public information unless a specific request is made to keep specific information confidential. If a proposal contains any information that the Offeror does not wish to have disclosed to the public or used by WECC or the City for any purpose other than evaluation of the offer, each sheet of such information must be clearly marked “proprietary.” This information will be kept confidential, subject to applicable local, state and federal laws. Each page should be clearly identified included each line or paragraph thereof containing the data to be protected and the cover sheet of the proposal should be marked with the following Notice as well as referring to the Notice on each page to which the Notice applies.
- B. Notice of Restriction on Disclosure and Use of Data. The data contained in pages – of this proposal have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Offeror receives an award as a result of or in connection with the submission of this proposal, WECC and the City shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the City’s right to use or disclose data obtained without restriction from any source, including the applicant.
- C. Proposals and supporting materials submitted shall become the property of WECC.

X. Attachments

Attachment A – Prohibited Expenditures

Attachment B – Special Terms and Conditions

Attachment C – Definitions

ATTACHMENT A PROBITED EXPENDITURES

Be advised that SEP regulation 10 CFR Part 420 does not allow expenditures or matching funds for the following:

- For construction, such as construction of mass transit systems and exclusive bus lanes, or for construction or repair of buildings or structures;
- To purchase land, a building or structure or any interest therein;
- To subsidize fares for public transportation;
- To subsidize utility rate demonstrations or state tax credits for energy conservation or renewable energy measures; or
- To conduct or purchase equipment to conduct research, development or demonstration of energy efficiency or renewable energy techniques and technologies not commercially available.

The following costs are not eligible for financing from the Fund:

- The costs of a construction or renovation project that are not directly related to energy efficiency measures.
- Costs incurred for the acquisition of financing for the project
- Costs for equipment or systems that reduce energy costs without also resulting in reductions in the use of energy
- Costs incurred relating to techniques or technologies that are not determined to be commercially available.
- In cases for which the applicant receives a financial incentive or rebate from a utility or other third party for undertaking some or all of the measures in an energy efficiency project such incentives or rebates are to be deducted from the costs that are eligible for financing from the Fund. No loans made from the Fund may exceed the final cost incurred for the project.

ATTACHMENT B
SPECIAL TERMS AND CONDITIONS

Be advised that special terms and conditions will apply to projects funded by ARRA for the City of Milwaukee's Me2 program relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- Ensuring wage rates are comparable to those prevailing on projects of a similar character (Davis-Bacon and related Acts);
- Ensuring that equipment and products purchased, to the greatest extent practicable, be American-made (Buy-American);
- Ensuring compliance with the National Historic Preservation Act (NHPA);
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- Certification and Registration.

ATTACHMENT C DEFINITIONS

“Commercially available” shall refer to techniques or technologies that are proven and readily available and have demonstrated their worthiness for funding. Commercially available does not mean that further research and development is needed. Commercial technology is defined as a technology in general use in the commercial marketplace in the United States. Technology is in general use if it has been used in three or more commercial projects in the United States in the same general application as in the proposed project and has been in operation in each such commercial project for a period of at least five years.

“Contract” shall refer to the RFP, the Response, Contract document, all schedules and exhibits, all statements of work, and all amendments awarded pursuant to this RFP.

“Contractor” shall refer to the successful Offeror to whom a contract will be awarded, to provide the services described herein.

“City” shall refer to the City of Milwaukee, Wisconsin.

“Director” shall refer to the Director of Planning and Community Development.

“Offeror” shall refer to the written proposal submitted by the Offer in accordance with this RFP. The Response shall include all written material submitted by the Offeror as of the date set forth in the RFP schedule or as further requested by the Department.

“RFP” shall refer to this Request for Proposals.