

Request for Proposals

Installment Purchase Contract (Lease/Purchase) Financing for “Energy Performance Contract”

Fiscal Advisors & Marketing, Inc. at the request of:

**Carmel Central School District
Putnam and Dutchess Counties, New York
(the “School District”)**

1. Requests for email bids for providing Installment Purchase Contract (Lease/Purchase) Financing are due no later than **May 27, 2020 at 11:00 o’clock A.M. EST** at the office of:

Fiscal Advisors & Marketing, Inc.
Corporate Headquarters
250 South Clinton Street, Suite 502
Syracuse, New York 13202
Attn: Keith Korycinski
(For financing questions call (315) 752-0051 Ext. 342)
Email: kkorycinski@fiscaladvisors.com
2. The principal amount of the installment purchase contract will be **\$6,406,850** over a 15-year term.
3. The lease purchase financing will be used to fund the upgrading of lighting and building management systems with newer more efficient equipment, and the installation of solar voltaic and voltage regulation systems, as further defined in “Scope and Work of Services” attached hereto to this Request for Proposals. The energy service company is Honeywell International Inc. (“Honeywell”), a Delaware Corporation, acting through its Honeywell Building Technologies business unit, with a principal place of business at 115 Tabor Road, Morris Plains, New Jersey 07950.
4. The interest rate quoted will be fixed as of the time of the bid and will remain constant throughout the lease term and will include any and all fees or expenses associated with this financing.
5. The financing entity will be provided with an opinion of bond counsel to the effect that the interest component of payments to be made by the School District pursuant to the financing contract (“interest”) is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the individual federal alternative minimum taxes. The opinion set forth in the preceding sentence will be subject to the condition that the School District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the date of the financing contract in order that interest be, or continue to be, excluded from gross income for federal income tax purposes. The School District will covenant to comply with all such requirements. Failure to comply with all such requirements may cause the interest to be included in gross income for federal income tax purposes retroactive to the date of closing. Bond counsel will not express an opinion regarding other federal tax consequences arising with respect to the lease and the related documents. **The installment purchase contract will NOT be designated by the School District as a “qualified tax-exempt obligation” pursuant to the provisions of Section 265 of the Code.**
6. All bids shall remain in effect for 30 days from the day quotes are due. It is expected that the Board of Education of the School District will approve the least agreement at their regular meeting scheduled on June 16, 2020. It is anticipated that funds will need to be available on or about June 18, 2020. All quotes should be based upon this estimated timeline.

7. Any proposed Lease shall define the purpose and objective of the financing and the rights and obligations of each party to the financing. Further, the Lease will specify the applicable interest rate, as well as standard contractual terms and conditions. The form of the lease purchase agreement, and any related documents must be submitted with the proposal. Proposers must satisfy themselves that credit approval will be granted prior to submitting a proposal. All finance documents are subject to negotiation and modification by the School District's counsel. All agreements and contractual conditions are required to conform with the laws and regulations of the State of New York, including but not limited to New York General Municipal Law, Local Finance Law, and the Office of the New York State Comptroller. The School District's attorneys will review and approve all documents before consideration and/or approval by the School District. Each bid should be accompanied by a repayment schedule listing principal, interest and total annual payments. Such schedule shall be compliant with NYS Local Finance Law provisions. **No award is final until formally approved by the Board of Education of the School District.** Upon verbal or written notification of successful bid award, (which shall be conditional upon successful negotiation of all transactional documents and opinions), the successful bidder shall be required to deliver the proposed forms of the leasing documents to Fiscal Advisors & Marketing, Inc. (address listed above) and to Bond Counsel and the School District's Attorney at:

Hawkins Delafield & Wood LLP
Attention: Daniel G. Birmingham, Esq.
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Tel: (212) 820-9563 Fax: (212) 514-8425
Email: dbirmingham@hawkins.com

Shaw, Perelson, May & Lambert, LLP
Attention: Margo L. May Esq.
21 VanWagner Road
Poughkeepsie, NY 12603
Tel: (845) 486-4200 Fax: (845) 486-4248
Email: mmay@shawperelson.com

8. The Proposal must state that School District will have the right, at its option, to prepay the principal portion outstanding on the Lease, in whole or in part, at any time following 30 days written notice to the Lessor. The Proposal must disclose additional fees and terms, if any, that are required upon the execution of this prepayment right, in addition to interest payable. The Proposal must also disclose how such amounts are to be calculated in the event that the School District exercises its right of partial or whole prepayment. The proposal shall include an option to prepay without penalty.
9. The current Moody's Investors Service bond rating of the School District is "Aa3".
10. The School District is in material compliance with its Continuing Disclosure requirements related to SEC Rule 15c2-12 for the past five years.
- a. A copy of the School District's most recent Continuing Disclosure Statement for fiscal year ending June 30, 2019 can be found here:
<https://emma.msrb.org/ER1293074-ER1008309-ER1412861.pdf>
 - b. A copy of the School District's fiscal year ending June 30, 2019 audited financial statements can be found here:
<https://emma.msrb.org/ER1293073-ER1008308-ER1412860.pdf>
11. Among other factors, the low bid/quote will be determined by the lowest amount indicated for a total of payments with the requirement that the quote will meet all other conditions listed herein that are not affirmatively waived by the School District.
12. Prior to complete delivery of equipment, it will be necessary to make partial payment to vendor(s). In this case, unexpended funds shall be held in an interest bearing escrow fund account established by the winning bidder (the "Lessor") in the name of School District. Interest earnings will begin to accrue to the School District on the date of the deposit to the escrow fund. All interest earnings shall be applied to reduce the last scheduled payment(s) at the end of the financing term. Any unexpended funds after payment to all vendors shall be recalculated to reduce remaining payment amounts equally unless otherwise authorized by the School District. The escrow agent must be a bank or trust company located in and authorized to do such business in New York State. The bank must have an office New York State which is stated in the proposed Escrow Contract. Investments shall be made solely at the direction of the School District and shall be made in accordance with the requirements of General Municipal Law Sections 10 and 11 and the School District's formal investment policy. The School District is not authorized to invest in mutual funds or similar liquid investment vehicles. All monies held in the escrow fund are monies of the School District and shall not be subject to levy, attachment or lien of the escrow agent. All charges of the escrow agent shall be paid by the Lessor.

13. The principal amount of the Lease financing will be in the amount of **\$6,406,850**.

There shall be **fifteen (15) annual principal payments** and such principal payments shall be due and payable on July 15 in each of the years 2021 through 2035, inclusive. Interest payments shall be due and payable on July 15 and annually thereafter, commencing on July 15, 2021. The annual Lease debt service shall be in amounts so as to provide for debt service that is substantially level or declining, pursuant to Section 21.00(d) of the New York State Local Finance Law.

For illustrative purposes, please assume a closing date of June 18, 2020 when developing an amortization schedule.

The School District reserves the right to modify the above principal payments post sale, in any amounts as deemed necessary to achieve substantially level annual payment and/or equal annual payments.

14. There shall be no additional fees or charges (including any Escrow Agent Fees) to the School District other than the annual debt service payments.
15. There shall be a \$1 (one dollar) buyout option in favor of the School District at lease expiration.
16. All manufacturers' warranties shall be assigned by the Lessor to the School District.
17. The Agreement shall be subject to cancellation by the School District annually and shall include the following paragraph:
- “Pursuant to the requirements of General Municipal Law section 109-b, the financing contract shall contain the appropriate executory clause which shall state that should financing contract payments not be appropriated by the School District the School District will not be obligated to pay the amounts due beyond the end of the last funded fiscal year. The financing contract shall be deemed executory only to the extent of monies appropriated and available therefor, and no liability on account thereof shall be incurred by the School District beyond the amount of such monies. The financing contract is not a general obligation of the School District. Neither the full faith and credit nor the taxing power of the School District are pledged to the payment of any amount due or to become due under the financing contract. In the case of a failure to appropriate, the sole security shall be the improvements that are the subject of the financing contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make available monies available for the purpose of the financing contract. In the event that no funds or insufficient funds are appropriated by the School District the financed improvements may be acquired and sold by or on behalf of the financing entity entitled to receive payments, provided that any excess proceeds from such a sale, after deduction for and payment of fees, expenses and any taxes levied on the sale, shall be paid to the School District as provided in section 109-b of the General Municipal Law.”
18. The sole security shall be the equipment, machinery or apparatus financed pursuant to the Agreement. In the event insufficient funds are appropriated to pay this obligation, such equipment, machinery and apparatus may be sold on behalf of the Lessor entitled to receive such payments, provided that any excess proceeds from such a sale shall be paid to the School District after deduction of obligations, taxes or other expenses of the Lessor.
19. Payments by the Lessor shall be made only at the written direction of the School District and may likely require multiple payments. Payments may be required by either check or electronic wiring depending on equipment vendor requirements. All associated costs for these services must be included in the quote.
20. Proposals will be evaluated based on total cost, ability to perform, requirements of the bidder, experience in New York State, and any other terms or conditions stipulated in each proposal.
21. The School District reserves the right to reject any or all bids/quotes, to waive any or all informalities, to request new proposals, and to award based upon the overall best interests of the School District. The attached Quote Proposal Form must be completed and included with each quote. The proposed forms of the lease purchase agreement, escrow contract and related documents must be submitted with the bid. Closing is subject to successful negotiation and approval of all such documents by counsel to the School District. The School District reserves the right to rescind an award due to failure of successful negotiation of the parties to agree to the terms and conditions thereof.
22. All agreements and contractual conditions are required to conform with the laws of the State of New York, including, but not limited to, the General Municipal Law, the Local Finance Law, the Energy Law, the Education Law, and regulations of the State Education Department and the Office of the State Comptroller. The School District's legal counsel will review and approve all documents on behalf of the Board of Education.

23. The Lessor shall be responsible for all of the Lessor's legal, issuance and closing costs.
24. Annual Appropriation: The annual lease payments are subject to appropriation each year by the Board of Education of the School District.
25. UCC Filing: The School District will not provide a legal description for each School District property in connection with this financing. In the event the Lessor requires this information for the purposes of making a fixture filing pursuant to the applicable provisions of the Uniform Commercial Code, the Lessor may obtain such information at its own effort and expense.
26. By submitting a bid/quote, each bidder is agreeing to abide by all provisions of this Request for Proposals. No terms or conditions of the Lessor may be imposed on the School District that supersede or contradict the terms set forth in this Request for Proposals.
27. The Municipal Advisor intends to provide the purchaser of the issue with CUSIP identification numbers in compliance with MSRB Rule G-34, (a)(i) (A)-(H). As is further discussed in Rule G-34 the purchaser, as the "dealer who acquires" the issue, is responsible for the registration fee to the CUSIP Bureau for this service. The District assumes no responsibility for any CUSIP Service Bureau charge or other charges that may be imposed for the assignment of such numbers.

Dated: May 21, 2020

SCOPE OF WORK

ATTACHMENT A SCOPE OF WORK

PART 1 – PRODUCTS & EXECUTION

If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including but not limited to asbestos, lead based paint or lead contaminated materials, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's Representative, at Customer's expense. If such hazardous materials are encountered during the project, Customer's abatement of the materials must be executed in conformance with USEPA, HUD and other applicable regulations.

Carmel School District shall provide Honeywell access to school buildings after school hours, for a minimum of an 8hr period, with room keys and facility staff to open or close facilities at the beginning and end of each work shift, as needed for any work required to be performed outside of normal business hours to mitigate impacting normal building occupant activities.

ECM 1: Lighting Systems Upgrade

Tables below list facilities included for lighting and lighting controls upgrades.

School Buildings			
Carmel HS	George Fischer MS	Kent PS	Kent ES
Matthew Patterson ES	Administration Building	Transportation Department	Carmel HS – Industrial Arts Building
Carmel HS – Fine Arts Building		Bus Garage	

TABLE A-1.1

Scope of Work

- 1) Honeywell shall provide all equipment, materials and labor, for the buildings listed in Table A-1.1, to implement the lighting retrofit and controls project as specified in Exhibit D-5: Lighting Line by Line attached hereto and incorporated herein by reference.
- 2) Coordinate all lighting retrofit activities with building personnel to minimize disruptions.
- 3) Properly dispose and recycle replaced fixtures and lamps and provide a certificate to the customer.
- 4) Ensure all work meets applicable codes and standards.
- 5) Pre/Post volt-amp or kW measurements for fixtures per fixture type.
- 6) Repair or replacement of fixture lenses is not included.
- 7) Provide training to customer operating and maintenance personnel
- 8) Any upgrades not listed in Exhibit D-5 are excluded from the contract. Honeywell shall provide a price for any additional work at the request of the customer.
- 9) The lighting warranty operates by the Customer working directly with the lighting manufacturer for all warranty issues. The warranty for the lighting is as follows:
 - a. Linear LED lamps are covered by a manufacturer warranty for a period of ten (10) years for 2' and 4' T8 linear LED Lamps. 4' T5 linear LED lamps are covered by a manufacturer warranty for a period of seven (7) years.
 - b. Screw in PAR LED lamps are covered by a manufacturer warranty for a period of three (3) years.
 - c. Screw in A-Line LED lamps are covered by a manufacturer warranty for a period of three (3) years.
 - d. Plug-in LED lamps are covered by a manufacturer warranty for a period of five (5) years.
 - e. Biax LED lamps are covered by a manufacturer warranty for a period of five (5) years.
 - f. LED fixture drivers are covered by a manufacturer warranty for a period of five (5) years for Lumen Focus, Brownlee, LSI and ILP and ten (10) years for Altech fixtures.
 - g. LED battery backup Micro Inverters are covered by a manufacturer warranty for a period of five (5) years.
 - h. LED recessed can kits are covered by a manufacturer warranty for a period of five (5) years
 - i. Screw in LED lamps for exterior retrofits are covered by a manufacturer warranty for a period of five (5) years.
 - j. Screw in LED lamps for interior HID retrofits are covered by a manufacturer warranty for a period of five (5) years.
 - k. Occupancy sensors are covered by a manufacturer warranty for a period of five (5) years. Power packs are covered by a manufacturer warranty for a period of three (3) years.

- l. Exit signs are covered by a manufacturer warranty for a period of five (5) years.
- m. Vendmiser controls are covered by a manufacturer warranty for a period of five (5) years.

ECM 2: Building Management System Upgrades

Tables below list facilities included for Building Management System upgrades.

School Buildings	
Carmel HS	Kent PS
Carmel HS – Industrial Arts Building	Carmel HS – Fine Arts Building

TABLE A-2.1

Honeywell proposes to upgrade the remaining 15% of the buildings' mechanical equipment and integrate them into the existing Niagara Tridium Web-Enabled BMS that will utilize the latest technology in building automation. The BMS currently is communicating over the School District local area network (LAN) via the industry standard BACnet open protocol. Honeywell proposes to replace the pneumatic field devices with electro-mechanicals devices to maximize the energy savings. Honeywell is also recommends replacing the existing Tridium AX supervisor hardware / software with a new Dell Optiplex / Tridium Niagara N4 Supervisor. In addition, each Jace will be updated to version 3.8 and the existing graphics will be converted to the new html files that will be required by the N4 Supervisor.

Scope of Work:

1. Carmel High School

1.1 Classroom Unit Ventilators (Typical of 22).

- a. Provide material to replace existing pneumatic thermostat with new Sylk sensor and BACnet controllers.
- b. Provide new controllers at the units.
- c. Provide new relays and CTs to control the fan.
- d. Provide new valves and valve actuators to control the heating valves.
- e. Provide new damper actuator to control the outside air damper.
- f. Provide discharge air temperature sensor at each unit.
- g. Provide new freezestat.
- h. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- i. Create 3-D representation of the new systems to allow for intuitive control and monitoring.
- j. Establish equipment runtime per Exhibit D-2.
- k. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.2 Classroom and Office Radiators. (Typical of 11).

- a. Provide material to replace existing pneumatic thermostat with new Sylk sensor and BACnet controllers.
- b. Provide new controllers to control the new valves.
- c. Provide new valves and valve actuators to control the heating valves.
- d. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- e. Establish equipment runtime per Exhibit D-2.
- f. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.3 Roof Top Unit (Typical of 1)

- a. Provide new BACnet controllers to control the RTUs.
- b. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- c. Establish an equipment run schedule based on Exhibit D-2.
- d. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.4 Auditorium H&V and Radiators. (Typical of 1 & 3 respectively).

- a. Provide material to replace existing pneumatic thermostats with new Sylk sensor and BACnet controllers.
- b. Provide new controllers at the unit.

- c. Provide new relays and CTs to control the fan.
- d. Provide new valves and valve actuators to control the valves for the H&V and radiators.
- e. Provide new damper actuator to control the outside air damper and return air. (linkage is disconnected).
- f. Provide new discharge air temp sensor.
- g. Provide new freezestat.
- h. The H&V, RTU and radiation valve will be sequenced to maintain climate control within the auditorium.
- i. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- j. Establish equipment runtime per Exhibit D-2.
- k. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.5 Heat Exchanger Valve. (Typical of 1).

- a. Provide material to replace existing pneumatic valve with new valve and valve actuator.
- b. Reprogram existing controls if necessary.
- c. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.6 AC Unit with 9 Zone Dampers Serving the Makerspace Area. (Typical of 1 & 9 Respectively).

- a. Provide material to replace existing pneumatic thermostat with new Sylk sensor and BACnet controllers.
- b. Provide new controllers to control the unit and reuse the electrical enclosure.
- c. Provide new relays and CTs to control the fan.
- d. Provide new valve and valve actuator to control the heating valve.
- e. Provide new CT and relay to control the single stage DX Coil.
- f. Provide new damper actuator to control the outside air damper and the 9 Zone Dampers.
- g. Provide discharge air temperature sensor at each unit.
- h. Provide new freezestat.
- i. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- j. Establish equipment runtime per Exhibit D-2.
- k. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.7 Demand Control Ventilation AHU-1,2 and 3

- a. Implement DCV sequence of operation to reduce the outside air intake during low occupancy periods.
- b. Provide a duct mounted return air CO2 sensor one for each unit
- c. Provide one outside air CO2 sensor.
- d. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.8 Steam Boilers 1 & 2 Monitoring

- a. Provide remote reset capability of the boiler burner controller fault.
- b. Provide monitoring of the low water cut off alarm
- c. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

1.9 Hallway & Stairway Thermostatic Valves (Typical of 21)

- d. Provide 21 valves one for each convector.
- e. The valve installation will be done by the Customer per the Attachment C schedule.

2. Carmel High School – Industrial Arts Building

2.1 Steam Unit Heaters. (Typical of 6).

- a. Provide new BACnet controllers to control the Steam Unit Heaters.
- b. Provide new Sylk Sensors.
- c. Provide new CTs and relays to monitor the fans.
- d. Provide new valve and actuators.
- e. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- f. Establish an equipment run schedule based on Exhibit D-2.
- g. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

2.2 Heating Systems (Typical of 1).

- a. Provide new Honeywell BACnet controller to control and monitor the boiler.
- b. Provide new Relay and CT to monitor the boiler.
- c. Provide new Steam Pressure sensor for pressure monitoring and alarm.
- d. Create equipment schedule based on Exhibit D-2.
- e. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

3. Carmel High School – Fine Arts Building

3.1 Classroom Unit Ventilators (Typical of 7).

- a. Provide material to replace existing pneumatic thermostat with new Sylk sensor and BACnet controllers.
- b. Provide new controllers at the Units.
- c. Provide new relays and CTs to control the fan.
- d. Provide new valves and valve actuators to control the heating valves.
- e. Provide new damper actuator to control the outside air damper.
- f. Provide discharge air temperature sensor at each unit.
- g. Provide new freezestat.
- h. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- i. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

3.2 Radiators. (Typical of 6).

- a. Provide new BACnet controllers to control the Steam Unit Heaters.
- b. Provide new Sylk Sensors.
- c. Provide new valve and actuators.
- d. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- e. Establish an equipment run schedule based on Exhibit D-2.
- f. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

3.3 Heating Systems (Typical of 1).

- a. Provide new Honeywell BACnet controller to control and monitor the boiler.
- b. Provide new Relay and CT to monitor the boiler.
- c. Provide new damper actuator to control the OA damper.
- d. Replace the existing 3-way valves.
- e. Provide new CTs and Relays to control the hot water pumps.
- f. Create equipment schedule based on Exhibit D-2.
- g. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

3.4 Thermostatic Valve

- a. Bathroom provide 1 valve for the respective convector
- b. The valve installation will be done by the Customer per the Attachment C schedule.

4. Kent Primary School

4.1 Office Radiators (Typical of 12)

- a. Provide new Honeywell BACnet controller to control the radiators.
- b. Provide new Sylk sensors.
- c. Provide new valves with electronic actuators.
- d. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- e. Establish an equipment run schedule based upon Exhibit D-2.
- f. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

4.2 Cabinet Unit Heater. (Typical of 1).

- a. Provide material to replace existing thermostats with new Sylk sensor and BACnet controllers.
- b. Provide new controllers at the unit or in the ceiling. Enclosure is needed.
- c. Provide new relays and CTs to control the fan.

- d. Provide new valves and valve actuators to control the heating valves.
- e. Establish connectivity with the new N4 Niagara Tridium Supervisor.
- f. Establish equipment runtime per Exhibit D-2.
- g. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

4.3 Stage HV-1 and HV-2 Damper and Valve. (Typical of 2).

- a. Provide material to replace existing pneumatic valve with new valve and valve actuator.
- b. Provide material to replace existing damper actuators with new damper actuators.
- c. Reprogram existing controls if necessary.
- d. All controllers, sensors/devices and valve installation including wiring will be done by the Customer per the Attachment C schedule.

4.4 Hallways, Bathrooms and Misc. Area Thermostatic Valves

- a. Hallway provide 7 valves and aqua stats for the cabinet unit heaters
- b. Bathrooms provide 3 valves one for each convector
- c. Stage provide 2 valves one for each convector
- d. Kitchen provide 2 valves one for each convector
- e. Provide 1 aqua stat for kitchen cabinet unit heater
- f. The valve and aqua stat installation will be done by the Customer per the Attachment C schedule.

4.5 Gym Outside Air Reduction HV-1,2 and 3

- a. Measure the current minimum outside air intake with a certified balancer.
- b. Adjust the minimum outside air damper position to ASHRAE requirements.

ECM 3: Install Solar Photovoltaic Systems

Scope of Work

Building	PROPOSED SOLAR PHOTOVOLTAIC SYSTEMS	
	Total DC kW Rating	System Type
Carmel HS	558.4 kW	Roof Mounted
George Fischer MS	506.4 kW	Roof Mounted
Kent PS	162.4 kW	Roof Mounted
Kent ES	214.8 kW	Roof Mounted
Matthew Patterson ES	214.4 kW	Roof Mounted
Carmel HS – Fine Arts Building	70.0 kW	Roof Mounted
Carmel HS – Industrial Arts Building	37.6 kW	Roof Mounted

TABLE A-3.1

Scope of Work:

Pre-Construction:

- 1) Complete all required interconnection application documentation with the local utility
- 2) Coordinate interconnection with the local utility
There are no electrical upgrades or redundant relays included in this project. Existing utility and school electrical service and equipment is assumed to be adequate for solar installation. Any upgrades required for interconnection will be paid for by the Customer.
- 3) Provide all required labor, material, and equipment required to install the solar photovoltaic systems detailed in Table A-3.1 above

Roof Structural:

- 1) No roof structural work is included in this scope of work.

Construction:

- 1) All wiring to meet the requirements of the 2014 National Electrical Code
- 2) Solar modules are to be bankable quality

- 3) Inverters are to be bankable quality, balance of system to be per 2014 National Electric Code
- 4) Interconnection to building system to be per 2014 National Electric Code lineside tap
- 5) Removal all debris and dispose of properly
- 6) All necessary storage
- 7) Install Monitoring System connected to Internet for remote access
- 8) Roof modifications other than ballast sheet are excluded.
- 9) Tree removal or pruning is excluded.
- 10) Customer shall provide an IT drop to the gateway and two IP addresses for the monitoring system.
- 11) Provide required training
- 12) Manufacturer provides a ten (10) year inverter warranty

ECM 4: Voltage Regulation

Table below list facilities included for Voltage Regulation.

School Buildings	
Carmel HS	George Fischer MS

TABLE A-4.1

Scope of Work:

- 1) System shut down to be scheduled with customer to allow for switch gear connection.
- 2) George Fischer Middle School: Supply and install 208V, 1700A Legend SmartGATE in main electric room.
- 3) Carmel High School: Supply and install 480V, 600A Legend SmartGATE in 80 Wing Boiler Room / Main Electric Service.
- 4) Supply and install cables and cable tray for primary feed from switchboard to SmartGATE.
- 5) Supply and install cable and cable tray for secondary feed from SmartGATE to switchboard.
- 6) Supply and install of bus modifications of main switchboard to allow for terminations of cables into switchboard
- 7) Patching and painting as required.
- 8) Coring and fire stopping as required.
- 9) System to be re-energized.
- 10) Test and commission system.

General:

Customer to provide IT drop for Legend SmartGATE in the buildings as listed in Table A-4.1.

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
2. Intentionally omitted.
3. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's Representative, at Customer's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to recovery of all verifiable costs associated with such delay, as well as an extension of time of performance.
4. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
5. Electrical: Honeywell will only be responsible for repairing existing electrical wiring problems that occur within three feet (36 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller.
6. Piping: Honeywell will only be responsible for repairing existing piping problems that occur within two feet (24 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Piping

includes, but is not limited to, domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.

7. Routine Maintenance: Routine maintenance such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the Customer, or as included in Attachment D.
8. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the customer.
9. Remote Access: CUSTOMER is responsible for implementation and costs for remote Honeywell access through CUSTOMER's firewall(s) to the controllers and front-end computer(s) by one (1) remote user designated by Honeywell using one or more of the following processes:
 - TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one (1) station license dedicated to the remote user, or
 - Phone Lines: To be provided by customer for off-site monitoring, up to two (2) lines for each front end, as needed, one (1) line for each separate remote bus, as well as on-going maintenance of the lines.

If remote access is interrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements until remote access has been restored.

10. Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The customer is required to replace any failed "equipment" no longer warranted by Honeywell or a Honeywell subcontractor, with "equipment" of equal or greater efficiency for the full contract guarantee term.
11. Limitation of Liability – Security Systems, Fire Alarm Systems and/or Components - Honeywell's total liability for damages of any kind or nature arising out of or relating to any aspect or component of the security or fire alarm systems and/or components provided under this Agreement is limited to \$100,000.00.
12. Honeywell will provide information necessary to apply for utility incentives. Actual dollar amount of incentive will be determined by the Utility and is not guaranteed by Honeywell.
13. The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the Customer.
 - a. Any work not specifically stated and outlined in this scope of work.
 - b. Painting and patching of areas beyond those areas directly related to work.
 - c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).
14. Extended Warranties or Service Plans: Honeywell will transfer to the Customer manufacturer warranties and service plans to the extent they extend beyond the one year Honeywell warranty. Following the one year Honeywell warranty the Customer will contact the manufacturer directly for warranty or service issues. Honeywell does not guarantee that the manufacturer or service provider will be available throughout the term of the manufacturer's warranty.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Attachment D – Guarantee and Support Services Agreement.

CHANGE ORDER

Project: Performance Contract
Carmel CSD
81 South Street, P.O. Box 296
Patterson, New York 12563

Change Order Number: 1

Date: 04/02/2020

Agreement Date: 10/31/19

To Customer: Carmel CSD
Proposal No. CCSD101119

Agreement For: EPC

The Parties hereby agree to modify the above-referenced Agreement (the "Agreement") as set forth below. Except as modified herein, all other terms and conditions of the Agreement will remain unchanged and in full force and effect.

The Agreement is changed as follows:

Attachment A (Scope of Work) shall be modified as follows:

Under ECM 1 (Lighting Systems Upgrade) the High School stadium and track lighting shall be incorporated into the scope of work. The additional retrofits included are spelled out in the updated lighting line by line of the amended Exhibit D-5 (Exhibit D-5 – CO #1) enclosed within.

Under ECM 3 (Install Solar Photovoltaic Systems) the scope of work shall be removed in its entirety and replaced with the following:

Building	PROPOSED SOLAR PHOTOVOLTAIC SYSTEMS	
	Total DC kW Rating	System Type
Carmel HS	548.6 kW	Roof Mounted
George Fischer MS	635.1 kW	Roof Mounted
Kent PS	162.4 kW	Roof Mounted
Kent ES	214.8 kW	Roof Mounted
Matthew Patterson ES	214.4 kW	Roof Mounted

TABLE A-3.1

Pre-Construction:

- 1) Complete all required initial interconnection application documentation with the local utility. Due to the size of the HS and MS PV systems, an additional review called a CESIR (Coordinated Electric System Interconnection Review) needs to be conducted by the local utility – the utility costs associated with this review are included in our scope of work. Through the initial interconnection application process the only required upgrade identified by the utility was for the Kent ES transformer and we have that work included as detailed below. We have no other electrical upgrades (transformers, redundant relays, etc.) for any of the other buildings included in our scope. If the CESIR concludes that any additional

upgrades (of any type) are required for final interconnection approval, then these upgrades need to be paid for by the District.

- 2) Coordinate the entire interconnection process with the local utility.

Roof Structural:

- 1) No roof structural work is included in this scope of work.

Construction:

- 1) Provide all required labor, material, and equipment necessary to install the solar photovoltaic systems detailed in Table A-3.1 above.
- 2) The existing transformer serving Kent ES shall be upgraded from 150kVA to 250kVA. All existing secondary feeders shall be reconnected as required. The site shall be restored if there is any damage from this work.
- 3) All wiring to meet the requirements of the current National Electrical Code.
- 4) Solar modules are to be bankable quality.
- 5) Inverters are to be bankable quality, balance of system to be per current National Electrical Code.
- 6) Interconnection to building system (lineside tap) to be per current National Electrical Code.
- 7) Remove all debris and dispose of properly.
- 8) All necessary storage included.
- 9) Install Monitoring System connected to the internet for remote access.
- 10) Roof modifications other than ballast sheet are excluded.
- 11) Tree removal or pruning is excluded.
- 12) Customer shall provide an IT drop to the gateway and two IP addresses for the monitoring system.
- 13) Provide all required training.
- 14) Manufacturer provides a ten (10) year inverter warranty.

With the above changes to Attachment A the following contract documents have been modified – Attachment D, Attachment E, Exhibit D-5, and Exhibit D-6. The new amended documents are enclosed within and are titled Attachment D – CO #1, Attachment E – CO #1, Exhibit D-5 – CO #1, and Exhibit D-6 – CO #1 accordingly. These documents shall replace the previous ones in their entirety.

	Total
The original Contract Sum was.....	\$ <u>6,028,750</u>
Net change by previously authorized Change Orders.....	\$ <u>0</u>
The Contract Sum prior to this Change Order was.....	\$ <u>6,028,750</u>
The Contract Sum will be increased by this Change Order in the amount of.....	\$ <u>378,100</u>
The new Contract Sum including this Change Order will be..	\$ <u>6,406,850</u>
The Contract Time will be increased by.....	<u>(0) calendar days</u>
The original Guarantee was.....	\$ <u>7,057,485</u>
Net change by previously authorized Change Orders	\$ <u>0</u>
The Guarantee prior to this Change Order was.....	\$ <u>7,057,485</u>
The Guarantee will be increased by this Change Order in the amount of.....	\$ <u>449,082</u>
The new Guarantee including this Change Order will be.....	\$ <u>7,506,567</u>

QUOTE PROPOSAL FORM

Installment Purchase Contract (Lease/Purchase) Financing for “Energy Performance Contract”

Carmel Central School District Putnam and Dutchess Counties, New York

Fiscal Advisors & Marketing, Inc.
Corporate Headquarters
250 South Clinton Street, Suite 502
Syracuse, New York 13202
Attn: Keith Korycinski
(Call with questions: (315) 752-0051 Ext. 342)
Email: kkorycinski@fiscaladvisors.com

May 27, 2020

In response to the Carmel Central School District (the “School District”) Request for Proposals (“RFP”), the undersigned, an authorized representative of _____ commits said firm to enter into a Energy Performance Contract to provide the required financing of the equipment listed under “APPENDIX-A – Scope of Work”

We understand that this Lease-Purchase Agreement is subject to the approval of the School District. The submission of this Response Form indicates that we have read the School District’s Request for Proposal and are fully informed as to the extent and character of this request and we can satisfactorily comply with all specifications of the Request for Proposal.

Principal Amount of Lease	Interest Rate without Prepayment Penalty	Interest Rate with Prepayment Penalty
\$6,406,850	%	%

Other Required Fees (if any): _____

Proposing Firm: _____

Address: _____

Phone No. _____ Fax No. _____

E-mail address: _____

Contact Person: _____

Title: _____

Signature: _____ Date: _____

PLEASE ATTACH A REPAYMENT SCHEDULE WITH YOUR QUOTE

Upon verbal or written notification of successful bid award, the successful bidder shall be required to promptly deliver the leasing documents to both Fiscal Advisors & Marketing, Inc., Bond Counsel and the County’s Local Counsel at:

Fiscal Advisors & Marketing, Inc. Corporate Headquarters Attn: Keith Korycinski 250 South Clinton Street, Suite 502 Syracuse, NY 13202 Email: kkorycinski@fiscaladvisors.com	Hawkins, Delafield & Wood LLP Attn: Daniel G. Birmingham, Esq. 7 World Trade Center 250 Greenwich Street - 41st Floor New York, NY 10007-2442 Email: dbirmingham@hawkins.com	School District Attorney: Shaw, Perelson, May & Lambert, LLP Attention: Margo L. May Esq. 21 Van Wagner Road Poughkeepsie, NY 12603 Email: mmay@shawperelson.com
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