Quote/Bid Proposal for

Installment Purchase Contract Lease/Purchase Financing for "Energy Performance Contract"

R.G. Timbs, Inc. at the request of:

City School District of the City of Gloversville

Fulton County, New York

(the "School District")

1. Requests for written, email, or fax bids for providing Installment Purchase Contract (Lease/Purchase) Financing are due no later than **March 18, 2021 at 11:00 o'clock A.M. EST** at the office of:

   R.G. Timbs, Inc.
   11 Meadowbrook Road
   Whitesboro, NY 13492
   Attn: Jessica Bianchi`
   Phone:(585) 747-8111
   Email: JessicaB@rgtimbsinc.net
   Fax Bid Number: (315) 266-9212

2. The principal amount of the installment purchase contract will be $4,294,100.

3. The lease purchase financing will be used to fund various projects of the School District as defined in "Project Scope" attached as "Exhibit – A" to this Request for Proposals. The energy service company is Siemens Industry, Inc., Building Technologies Division, 1000 Deerfield Parkway, Buffalo Grove, Illinois 60089.

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 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 the gross income for federal income tax purposes retroactive to the date of closing. Bond Counsel will not express opinion regarding other federal tax consequences arising with respect to the lease and the related documents. **The installment purchase contract will 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 School District Board of Education will approve the lease purchase agreement at their regular meeting scheduled on March 29, 2021. It is anticipated that funds will need to be available on or about April 8, 2021. All quotes should be based upon this estimated timeline.

7. Each bid must be accompanied by a repayment schedule listing principal, interest and total annual payments. Such schedule shall be compliant with Article 9 of the NYS Energy Law. **No award is final until formally approved by the Board of Education.** 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 R.G. Timbs, Inc. (address listed on page 1), Bond Counsel and the School Attorney at:

Barclay Damon LLP
Attention: M. Cornelia Cahill, Esq
80 State street
Albany, New York 12207
Tel: (518) 429-4296 Fax: (518) 225-2327
Email: mcahill@barclaydamon.com

Wood, Seward & McGuire LLP
Attention: David R. Seward, Esq.
8 Fremont St.
Gloversville, NY 12078
Tel: (518) 725-0653 Fax: (518) 725-9875
Email: dseward@woodseward.com

8. **There shall be no prepayment penalty.**

9. The current S&P Global rating of the School District is "A".

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, 2020 can be found here: https://emma.msrb.org/P11454175-P11127426-P11538917.pdf. A copy of the School District's audited financial statements for the fiscal year ending June 30, 2020 can be found here: https://emma.msrb.org/P11454175-P11127426-P11538918.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 the 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 escrow agent must have an office in New York State. Investments shall be made solely at the prior written 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 escrow fund are monies of the School District and shall not be subject to levy, attachment or lien of escrow agent. All charges of the escrow agent shall be paid by the Lessor.

13. The installment purchase contract financing will be in the amount of $4,311,100. Interest will be due and payable on October 15, 2021, April 15, 2022 and semi-annually thereafter on October 15 and April 15. Principal will be payable on October 15, 2022 and due semi-annually thereafter on April 15 and October 15 until April 15, 2037. **The School District reserves the right to modify the above principal payments post award, in any amounts as deemed necessary to achieve substantially level annual payment and/or equal annual payments.**

14. There shall be no additional fees for 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 Energy Law Section 9-103 and General Municipal Law section 109-b, the financing contract shall contain the appropriate executory clause which shall state in substance as required by such cited statutes 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 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 from the escrow account held by the escrow agent shall be made only at the written direction of the School District. It is likely that the School District will make multiple requests for payment from the escrow fund. Payments from the escrow fund shall be made by either check or electronic wiring depending on equipment vendor requirements. All associated costs for these services must be included in the Lessor 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 bond counsel and 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 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 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 costs 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. 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 assumers no responsibility for any CUSIP Service Bureau charge or other charges that may be imposed for the assignment of such number.

Dated: March 11, 2021

EXHIBIT A

Project Scope

Article 1: Scope of Work

1.1 *Description*: Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for:

For work described below for the following buildings:

Gloversville High School
Gloversville Middle School
Boulevard Elementary School
McNab Elementary School
Park Terrace Elementary School
Kingsborough Elementary School
Meco Elementary School
Transportation Center

1.2 *Specific Elements*: The Work shall include the following:

1.2.1 **Gloversville High School**

1.2.1.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing incandescent lamps with LED lamps.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.2.1.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	0
Double Doors Weather Stripped	0
Overhead Doors	2
Soffit Areas to be Sealed	3
Exhaust Fans to be Sealed	72
Lineal Feet of Roof Wall Interface	3053'

Single/Double Entry Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (27) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.1.3 Plug Load Control

SIEMENS will install (95) plug load control devices in the Gloversville High School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.1.4 Transformer Replacements

SIEMENS will remove (12) existing indoor transformers and replace with new, high-efficiency transformers to reduce electrical energy consumption within the facility. The sizes of the transformers are as follows: (1) 225 kVA, (4) 75 kVA, and (7) 112.5 kVA.

1.2.1.5 Walk-In Cooler/Freezer Controls

SIEMENS will supply and install walk-in cooler/freezer controls for the (1) coolers and (2) freezer in the Gloversville High School. A controller will be used to slow the evaporator fans when full-speed operation is not required.

The walk-in coolers and walk-in freezer will be retrofit with evaporator fan controls. All shaded pole motors will be replaced with high efficiency EC motors. Anti-sweat door heaters will be controlled by dew point based pulse control.

1.2.1.6 Solar Photovoltaic (PV) Installation

This Work consists of installing a 666.96 kW DC ground mounted solar photovoltaic system at Gloversville HS. The Work is detailed within the New York State Education Department ("SED") approved drawings and specifications.

1.2.1.6.1 FIM Clarifications and Exclusions

1.2.1.6.1.1 The CLIENT will be the lead agency as it relates to the SEQRA.

1.2.1.6.1.2 CLIENT shall assist and cooperate with SIEMENS in obtaining all necessary permits, licenses and approvals in connection with the interconnection of the System with the local electric utility, if any. CLIENT shall not make any material changes to its electrical equipment at the Facility after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection. The Parties shall not be obligated to proceed with the installation of the FIM if the applicable utility or inspector approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. The contract price currently includes all costs associated with reaching the point of common coupling and completing the coupling of the Project to the distribution system. To achieve final approval from the utility to interconnect the proposed solar array SIEMENS will submit and complete the required steps in a full utility interconnection approval process. During this process the Utility may identify upgrades that need to be completed based upon unique conditions that they identify in their review. In the event that the Utility identifies required upgrades, the CLIENT may elect not to proceed with this FIM, SIEMENS may elect to incur the costs, or the CLIENT will elect to incur the costs. If the CLIENT elects not to proceed with this FIM under such circumstance, the Scope of Work shall be amended to exclude this FIM and the Price shall be adjusted accordingly. However, the CLIENT shall not be liable for any costs incurred by SIEMENS during the development and/or design of this FIM.

1.2.1.6.1.3 The Work does not include any scope increases as a result of unknown environmental or archeological site attributes including the existence of hazardous waste.

1.2.1.6.1.4 CLIENT recognizes that a Geotechnical Survey ("GTS") of the Project Site will be completed by SIEMENS. The Work is based upon assumed geological conditions that the geotechnical characteristics of the site can accommodate a driven I-beam post with 8' embedment depth in non-collapsible, load bearing soil, but, the results of a site specific Geotechnical Survey could result in structural costs that are greater than the current budget. The CLIENT is responsible for costs imposed on the Project as a result of less favorable geotechnical conditions including, but not limited to, special soil conditions exist that cause custom foundation design, the additional expenses of excavation of below grade obstructions, special equipment to remove the obstructions, or customized foundations.

1.2.1.6.1.5 A site survey to specify post location, fencing and equipment locations within stated property boundaries is included in the Work.

1.2.1.6.1.6 Copper or aluminum conductors will be accepted as permissible by NEC and local authority having jurisdiction.

1.2.1.6.1.7 All string and combiner circuits will be trenched or direct burial NEC compliant wire.

1.2.1.6.1.8 All other underground conductors will be installed in PVC (or equivalent) conduit without concrete encasement.

1.2.1.6.1.9 All low voltage trenching will be per local code.

1.2.1.6.1.10 Any unforeseen cost impacts of alterations to the electrical infrastructure will be the responsibility of the CLIENT. If the CLIENT elects not to proceed with this FIM under such circumstance, the Scope of Work shall be amended to exclude this FIM and the Price shall be adjusted accordingly. However, the CLIENT shall not be liable for any costs incurred by SIEMENS during the development and/or design of this ECM. Unforeseen cost impacts of alterations to the electrical infrastructure include, but are not limited to:

- The existing electrical service and switch gear can accommodate a supply-side tap interconnection.

- There is adequate space in the facility's electrical room to locate the Main PV Disconnect.

The Work does not include the relisting of existing gear associated with the interconnection of the system.

1.2.1.6.1.11 Construction level drawings, including full electrical design will be provided and stamped by a SIEMENS engineering subcontractor and approved by the NYSED.

1.2.1.6.1.12 Construction-level drawings including site plan, grading plan, erosion control detail and construction details are included and will be provided and stamped by a SIEMENS engineering subcontractor and approved by the NYSED.

1.2.1.6.1.13 A Stormwater Pollution Prevention Plan is included and will be provided and stamped by a SIEMENS engineering subcontractor to be and approved by the NYSED.

1.2.1.6.1.14 The geotechnical investigation will be performed by a SIEMENS engineering subcontractor.

1.2.1.6.1.15 All structural members will be galvanized steel. Posts and top chords are hot dipped to ASTM A123, purlins are pre-galvanized to a G140 minimum and brackets to a G90 minimum. Module mounting hardware is stainless steel and all other hardware is hot dipped galvanized.

1.2.1.6.1.16 All member connections will be bolted. No on-site welding will be required.

1.2.1.6.1.17 Public road curb cuts are expressly excluded from the Work and are the sole responsibility of the CLIENT.

1.2.1.6.1.18 A gravel ground cover/weed barrier/underlayment under the array is not included.

1.2.1.6.1.19 The site will be cleared of detritus, metal scraps, and debris by the CLIENT prior to the start of the Work with this Project.

1.2.1.6.1.20 Site restoration will be limited to a standard fescue or low growing white clover to be planted within disturbed areas only. No other site restoration will be required such as tree screening, landscaping, weed kill, irrigation, jute netting, etc.

1.2.1.6.1.21 The Work excludes the removal or relocation of any utilities.

1.2.1.6.1.22 No additional site grubbing/grading or drainage provisions will be provided other than those to meet the engineering requirements of the racking manufacturer.

1.2.1.6.1.23 The Work includes a 7' chain link fence with top tension wire.

1.2.1.6.1.24 Posts will be galvanized Schedule 40 driven into the ground.

1.2.1.6.1.25 Corner, pull and gate posts will be encased in concrete.

1.2.1.6.1.26 All DAS and meteorological station equipment will be provided by SIEMENS.

1.2.1.6.1.27 All on-going internet and telephone service will be provided by the CLIENT.

1.2.1.6.1.28 The Construction Period is based on access to the site will be granted 12 hours per day and 6 days per week.

1.2.1.6.1.29 The Construction Period is based on all roads from the major highway will be accessible for material delivery and construction vehicles throughout the required system installation timeline.

1.2.1.6.1.30 A facility shut down is required at the time the system is interconnected to the utility system. SIEMENS and the CLIENT will confer and cooperate in good faith on the timing of the shutdown so as to occur in a commercially reasonable manner.

The proposed project will satisfy the following compliance requirements: Underwriters Laboratories (UL), National Electrical Code (NEC), Applicable OSHA requirements, Applicable Central Hudson requirements, New York State Education Department (SED), Building Code of New York State.

1.2.2 **Gloversville Middle School**

1.2.2.1 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	3
Exhaust Fans to be Sealed	26
Lineal Feet of Roof Wall Interface	97'

Overhead Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Soffit Sealing:
SIEMENS will treat the soffits with a combination of foil face foam board and one-part foam. The seams and additional gaps will be sealed with spray foam.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (72) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.2.2 Plug Load Control

SIEMENS will install (124) plug load control devices in the Gloversville Middle School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.2.3 Walk-In Cooler/Freezer Controls

SIEMENS will supply and install walk-in cooler/freezer controls for the (3) coolers and (2) freezers in the Gloversville Middle School. A controller will be used to slow the evaporator fans when full-speed operation is not required.

The walk-in coolers and walk-in freezers will be retrofit with evaporator fan controls. All shaded pole motors will be replaced with high efficiency EC motors. Anti-sweat door heaters will be controlled by dew point-based pulse control.

1.2.3 Boulevard Elementary School

1.2.3.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing incandescent lamps with LED lamps.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.2.3.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	14
Double Doors Weather Stripped	12
Overhead Doors	0
Soffit Areas to be Sealed	1
Exhaust Fans to be Sealed	21
Lineal Feet of Roof Wall Interface	1095

Single/Double Entry Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Soffit Sealing:
SIEMENS will treat the soffits with a combination of foil face foam board and one-part foam. The seams and additional gaps will be sealed with spray foam.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (21) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.3.3 Plug Load Control

SIEMENS will install (100) plug load control devices in Boulevard Elementary School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.3.4 Walk-In Cooler/Freezer Controls

SIEMENS will supply and install walk-in cooler/freezer controls for the (1) cooler and (1) freezer in the Boulevard Elementary School. A controller will be used to slow the evaporator fans when full-speed operation is not required.

The walk-in cooler and walk-in freezer will be retrofit with evaporator fan controls. All shaded pole motors will be replaced with high efficiency EC motors. Anti-sweat door heaters will be controlled by dew point based pulse control.

1.2.4 McNab Elementary School

1.2.4.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.

Refer to Appendix 1- Lighting Schedule for a full table of lighting details.

1.2.4.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	1
Double Doors Weather Stripped	1
Overhead Doors	1
Soffit Areas to be Sealed	0
Exhaust Fans to be Sealed	7
Lineal Feet of Roof Wall Interface	329

Single/Double Entry and Overhead Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Soffit Sealing:
SIEMENS will treat the soffits with a combination of foil face foam board and one-part foam. The seams and additional gaps will be sealed with spray foam.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (7) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.4.3 Plug Load Control

SIEMENS will (40) install plug load devices control in McNab Elementary School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.5 **Park Terrace Elementary School**

1.2.5.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing metal halide lamps in the gymnasium with LED lamps.
- Replace existing incandescent lamps with LED lamp.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.2.5.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	4
Double Doors Weather Stripped	11
Overhead Doors	0
Soffit Areas to be Sealed	0
Exhaust Fans to be Sealed	15
Lineal Feet of Roof Wall Interface	889'

Single/Double Entry Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (15) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.5.3 Plug Load Control

SIEMENS will install (73) plug load control devices in Park Terrace Elementary School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.6 Kingsborough Elementary School

1.2.6.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing incandescent lamps with LED lamps.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.2.6.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	12
Double Doors Weather Stripped	4
Overhead Doors	0
Soffit Areas to be Sealed	0
Exhaust Fans to be Sealed	11
Lineal Feet of Roof Wall Interface	874'

Single/Double Entry Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (11) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.6.3 Plug Load Control

SIEMENS will install (39) plug load control devices in Kingsborough Elementary School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.6.4 Window Replacements

SIEMENS will seventy-four (74) replacement windows, constructed with commercial grade vinyl frames. The replacement frames shall be rigid, hollow, multi-cavity, vinyl extrusions with an overall frame width of 3 1/4". The white PVC sash and frame members shall be extruded from compounds which comply with ASTM D-1784-78, Classification 14344. All rigid polyvinyl chloride (PVC) extrusions used in the construction of the window shall conform to the requirements of Specification D-3678.

Extrusion quality of the profiles shall conform to ASTM D-3678-78. The rigid PVC extrusions shall be certified by the extrusion manufacturer to have had outdoor exposure tests of two or more years duration with no appreciable color, surface finish, or material degradation. Weather-stripping shall meet the AAMA requirements of publication number AAMA 701.2-1974. Window sashes are to be self-weeping, all exterior weep holes to employ a plastic weep cover. The replacement window frames will have a custom exterior and white interior finishes. Glazing material will consist of Low-e, insulated, argon-filled, double pane glazing. The replacement window units will be Energy Star rated featuring a μ factor of 0.27. As necessary, existing exterior window frames will be wrapped with bronzed 0.040 aluminum.

Corrections will be made, as required, to the interior interfaces of replacement windows and adjacent walls disturbed as result of installation of replacement windows. Miscellaneous interior corrections will consist of replacing and finishing GWB and spot painting the subject areas. Interior restorations to match existing interior surfaces as close as possible.

Detection, removal, and disposal of asbestos and lead bearing materials is excluded from SIEMENS scope of work.

1.2.7 **Meco Elementary School**

1.2.7.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing compact fluorescent lamps with LED lamps.
- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing incandescent lamps with LED lamps.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.2.7.2 Building Envelope Improvements

ECM	Amount
Single Doors Weather Stripped	7
Double Doors Weather Stripped	5
Overhead Doors	0
Soffit Areas to be Sealed	0
Exhaust Fans to be Sealed	10
Lineal Feet of Roof Wall Interface	364

Single/Double Entry Door Weather-stripping:
SIEMENS will install new weather-stripping and door sweeps. The doors range in various sizes and types and will be fitted with appropriate weather-stripping to conform to aesthetics. Q-lon (or equal) weather strips or replacement felt gaskets will be used.

Seal Roof Top Exhaust Fans:
SIEMENS will remove (10) exhaust fans from their roof curbs. Weather proofing materials will be adhered to the perimeter of each respective roof curb to create a weather tight seal between the existing roof curb and the existing exhaust fan once they are reinstalled. The exhaust fan reinstallation process will include a visual inspection of each exhaust fan for defective components and/or deferred maintenance: a caulk-like material will be used to seal all mechanical fasteners used to secure each fan to its respective curb. SIEMENS will lubricate all moving parts within the unit.

Roof Wall Interface:
SIEMENS will seal the identified gaps using 1/2lb open cell spray foam. The existing insulation will either be removed and disposed of or left in place and sealed over depending on the conditions.

1.2.7.3 Plug Load Control

SIEMENS will install (22) plug load control devices in Meco Elementary School. SIEMENS will install control modules which will provide metering and control for various locations in the school.

1.2.8 **Transportation Center**

1.2.8.1 Lighting Upgrades

The scope for this FIM consists of the following:

- Replace existing T-8 fluorescent lamps with LED lamps.
- Replace existing incandescent lamps with LED lamps.

Refer to Appendix 1 – Lighting Schedule for a full table of lighting details.

1.3 *Technical Specifications, Drawings, and Exhibits:* The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof: SED submission package

1.4 CLIENT'S and SIEMENS Responsibilities (in addition to those in Article 6 of the Agreement): CLIENT shall cooperate with SIEMENS in SIEMENS' efforts to obtain rebates. CLIENT's cooperation includes, but is not limited to, signature on applications and permitting utility personnel to enter the Facility where the FIM's have been installed in order to verify their installation and that they are operating.

Document site-specific agreements required to execute the Work. Example, Facility shutdowns or downtime, Hours of site access, Temporary Utility costs, Owner provided site office & telephone, Owner acceptance & protection of equipment on site, etc.

1.5 **Codes:** All applicable state and local building codes will be followed

1.6 **As-built Documents:** As-built documents will be provided for all Work in both hard copy and electronic format of CLIENT's choosing.

1.7 **Disposal of PCB Ballasts**

A. Scope: It is assumed that there is a possibility that ballasts in luminaries that are removed as part of this project are PCB type ballasts. These shall be removed from the luminaries, packed in dot approved containers, transported to an EPA approved incineration facility, and incinerated as part of the Work. SIEMENS shall be responsible for verification prior to disposal.

Removal work, transportation and disposal shall be in compliance with all applicable state and federal regulations. The transportation and disposal Work shall be performed by an approved PCB removal vendor subcontracted by SIEMENS.

Ballasts shall be removed from Site within 60 days after associated fixtures are removed. The ballasts shall be incinerated within six months from the date they arrive at incineration facility.

B. PCB Removal Vendor:

Qualifications: Provide submittal documents showing the following:

Evidence that the PCB removal subcontractor possesses or has legal accessibility to EPA approved incineration facilities.

Evidence that the PCB removal subcontractor possesses EPA approved facilities for handling, loading, transporting and storing of PCB materials.

Submit list of completed projects plus references

Copies of all necessary insurance coverage required.

Submit certified statement that all transport utilized are audited and approved for transporting PCB materials.

C. Records: provide compliance certificates that indicate the removed ballasts have been legally incinerated.

Article 2: Work Implementation Period

2.1 Commencement of Work: SIEMENS shall commence the Work upon receipt of written notice to proceed from the CLIENT which shall be issued by the CLIENT within five (5) days following (a) approval of the Agreement by the NYSED, and, (b) the close of the CLIENT's project financing and shall perform the Work diligently. SIEMENS shall complete the Work no later than twelve (12) months after commencement of the Work.

Article 3: Scope of Services-Performance Assurance Services Program

3.1 The PASP will provide the CLIENT with an Annual Performance Assurance Report within sixty (60) days of the end of each Annual Period.

3.2 Performance Assurance Services are all labor activities, site visits, monitoring and analyses necessary to calculate the Annual Realized Savings achieved by the Project, and to prepare and present the Annual Performance Assurance Report for the respective Annual Period.

3.3 Each Annual Performance Assurance Report shall include:

3.3.1 The Measured and Verified Savings for the respective Annual Period, including supporting documentation required to complete the Measurement and Verification Plan outlined in Article 4, Exhibit C of this Agreement.

3.3.2 The Annual Realized Savings achieved by the Project for each respective Annual Period.

3.3.3 A comparison of the Annual Realized Savings and Guaranteed Annual Savings to determine whether there is a Savings Shortfall for the respective Annual Period, pursuant to Article 4 of the Performance Contracting Agreement.

Article 4: Scope of Services-Maintenance Services Program

CLIENT has elected to self-implement maintenance. Therefore, SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT:	**Gloversville Enlarged School District**	**SIEMENS:**	**Siemens Industry, Inc.**
Signature:		Signature:	
Printed Name:	David Hallorer	Printed Name:	
Title:	Superintendent	Title:	
Date:	5/22/20	Date:	
		Signature:	
		Printed Name:	
		Title:	
		Date:	