



**Request for Proposals  
Energy Performance Contract  
#1819-15**

**Response Date: May 23, 2019 at 3:00 p.m.**

5 BOCES Road  
Poughkeepsie, NY 12601  
845.486.4800

# REQUEST FOR PROPOSALS

FOR

## ENERGY PERFORMANCE CONTRACT

Dutchess BOCES

Salt Point Campus

5 BOCES Road

Poughkeepsie, NY 12601



March 25, 2019

### ARCHITECT:

KAEYER, GARMENT + DAVIDSON ARCHITECTS

285 Main Street

Mount Kisco, NY 10549

### MEP ENGINEER:

BARILE GALLAGHER ASSOCIATES

39 Marble Avenue

Pleasantville, NY 10570

**Kaeyer, Garment + Davidson Architects, PC**

285 Main Street, Mount Kisco, New York 10549

914.666.5900 [kgdarchitects.com](http://kgdarchitects.com)

## NOTICE TO ENERGY SERVICES COMPANIES:

### GENERAL INFORMATION AND REQUEST FOR PROPOSALS FOR AN ENERGY PERFORMANCE CONTRACT

Dutchess County Board of Cooperative Educational Services (“Dutchess BOCES” or “Owner”) is issuing this Request for Proposals (RFP) for the selection of an energy services company (ESCO) to conduct an energy audit and to enter into an energy performance contract. You are invited to submit a proposal in accordance with this RFP.

**Proposals must be received no later than May 23, 2019 at 3 PM.** Late proposals will be returned unopened. A pre-proposal conference and walk-through inspection tour of the facilities will be held on **April 3, 2019 at 10:00 AM at the Salt Point Campus, 5 BOCES Road.**

Dutchess BOCES reserves the right to amend the RFP based on questions and issues raised prior to and at the pre-proposal conference. ESCOs represented at the pre-proposal conference will receive any such amendments in writing.

Dutchess BOCES reserves the right to consider qualifications, experience, and reputation in the energy performance services industry, as well as the specific qualifications of a proposer when evaluating proposals received. Dutchess BOCES intends to award on the basis of the best interest and advantage to Dutchess BOCES and reserves the right to request clarifications or corrections to proposals received, to accept or reject any or all proposals received, to negotiate with all qualified proposers, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to re-advertise and solicit additional proposals or to cancel this RFP, if it is considered in the best interest of Dutchess BOCES to do so.

If you have any questions concerning this RFP, or to reserve a place at the pre-proposal conference, please contact Sherre Wesley, Assistant Superintendent for Business Services at (845) 486-7795.

Enclosures: PROPOSAL INSTRUCTIONS AND CONDITIONS

- I. Introduction and Background
- II. General Information
- III. The Selection Process
- IV. RFP Procedures
- V. Proposal Format and Contents

APPENDIX A: Pre-Proposal Conference and Site Visits

APPENDIX B: Facility Profile

List of Buildings with Square Footages  
Copies of Energy Bills  
Calculation of NYS Building Aid Ratio  
District Five Year Plan

|   |
|---|
| Drawings of Buildings   |
| Description of Capital Project  |
| APPENDIX C: Minimum Standard Contract Clauses   |
| APPENDIX D: New York State Energy Law   |
| APPENDIX E: Chapter 436 of the Laws of 1997   |
| APPENDIX F: Regulations for the Development and Approval of<br>Energy Performance Contracts |
| APPENDIX G: Required Certifications   |

## I. INTRODUCTION AND BACKGROUND

The objective of this RFP is to solicit proposals for an energy project to assist Dutchess BOCES to become as energy efficient as possible through installation of energy conservation measures and implementation of optimal operation and maintenance procedures. Dutchess BOCES wishes to implement the proposed comprehensive energy project on an energy performance contract basis. (See State Energy Law, Article 9, attached as Appendix D).

Under this solicitation, it is expected that only one energy performance contractor will be selected to perform all of the work for Dutchess BOCES. Dutchess BOCES will consider energy performance contract proposals based on a guaranteed savings agreement. For the agreement, Section 9- 103(2) of the NYS Energy Law requires an executory clause under which payments are subject to annual appropriations.

This RFP requires adherence to Article 9 of the New York State Energy Law and Section 155.20 of the Regulations of the Commissioner of Education. Proposals must be consistent with the following requirements for energy performance contracts by school districts and Boards of Cooperative Educational Services ("BOCES"):

- The amortization period shall not exceed the term of the energy performance contract;
- Building aid attributable to the project is excluded in determining the cost savings under the energy performance contract;
- The performance contractor must guarantee the recovery of contract costs from energy savings realized by the school district over the term of the contract which shall not exceed 18 years; and
- Subdivision 8 to section 9-103 of the NYS Energy Law requires school districts and BOCES to comply with regulations promulgated by the NYS Commissioner of Education for the development and approval of energy performance contracts.

The regulations promulgated by the NYS Commissioner of Education for the development and approval of energy performance contracts, current through New York State Register Volume XXL, Issue 29, dated July 18, 2018, are attached as Appendix F.

It is currently planned that Dutchess BOCES will purchase, finance, and own any new equipment installed as a result of this project. Proposals are expected to include the proposer's services in connection with such arrangements. Proposers may wish to propose alternative arrangements (as long as they are permitted under New York State laws and regulations) for acquisition, financing, and ownership of such equipment.

Proposals should include financing provided through a third party and clearly explain how it is connected to other elements of the energy performance contract.

## II. GENERAL INFORMATION

Proposals are requested for the provision of services for the reduction of energy consumption on an energy performance contracting basis at school buildings and facilities owned by Dutchess BOCES at its Campus on Salt Point Turnpike (the "Salt Point Campus"). Specifically, the ESCO selected as a result of this RFP will be expected to:

- A. Provide comprehensive energy services for buildings and facilities serving Dutchess BOCES, including but not limited to:
1. performance of a comprehensive energy audit;
  2. services in connection with the design and specification of equipment and systems to be used in providing energy efficiency services;
  3. procurement and installation of new equipment and refurbishing existing equipment (identify the duration of all warranties);
  4. commissioning of the installed and refurbished equipment;
  5. preventive and emergency maintenance and servicing of the equipment installed and refurbished for one complete heating and cooling season (indicate the response time for service);
  6. staff training including at least three days of training on all control systems and one day of initial and one day of follow up training for all other installed or refurbished equipment (any additional training considered necessary also should be identified and described in the submitted proposal);
  7. services in connection with arrangement of financing of the equipment to be installed and/or refurbished;
  8. energy savings performance guarantees;
  9. identification of available financial incentives or rate reductions;
  10. preparation of all paperwork necessary for obtaining a NY State Education Department ("NYSED") building permit needed for any agreed upon energy conservation measures and assistance in obtaining State Building Aid and any other form of energy aid available (including potential rebates) for the costs to implement any agreed upon energy conservation measures; and

11. measurement and verification of costs savings (5 years only).

- B. Identify the most effective measures that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating and other energy uses in each facility. The proposal should address consumption of all energy sources including oil, gas and electricity. Measures may involve controlling, modifying, adding or replacing equipment and systems.

Note: The only operations and maintenance savings that will be considered by Dutchess BOCES are where existing equipment has been eliminated or replaced with other equipment that will require less maintenance long term. For example if a 4 lamp, 2 ballast light fixture is replaced with a 2 lamp, 1 ballast light fixture, the operational savings eliminating 2 lamps and 1 ballast can be counted as savings.

**The technical strategies addressed by the proposal must include but are not limited to the priority items as follows:**

**CTI Building:**

1. Replace old lighting with LED.
  - a. Inaccessible spline ceilings and ACT ceilings in poor condition
2. Replace all pneumatic controls with new digital system (DDC)

**Salt Point Center:**

1. Replace old lighting with LED.
  - a. Inaccessible spline ceilings and ACT ceilings in poor condition
2. Replace original oil-fired boilers with new dual fuel (oil/propane) high efficiency condensing boilers
  - a. Existing double wall monitored oil tank would remain
  - b. New underground propane tank would be added

**Administration Building:**

*No plans for EPC lighting upgrades in this building.*

Obtain all rebates available for Dutchess BOCES as applicable.

**Additional work items to be considered, but not required, for the proposal includes the following items:**

**CTI Building:**

1. Replace ceilings at the same time as lighting replacements
2. Replace all existing unit ventilators with new self-contained UVAC type unit ventilators in the same location
  - a. Remove all thru-wall AC's in every room
3. Add Solar Panels on existing roofs and/or on new roofs.

**Salt Point Center:**

1. Replace ceilings at the same time as lighting replacements
2. Replace existing original unit ventilators with new self-contained UVAC type unit ventilators in the same location
  - a. Remove all thru-wall AC's in every room
  - b. Add new UVAC controls to existing digital system (DDC)
3. Add Solar Panels on existing roofs

**Additional Notes:**

Solar Panels – If existing roofs cannot support solar panels for age or structural reasons, there is possibility for ground mounted array.

Consideration of adding high efficiency propane condensing boilers to existing boiler room at CTI for the new heating load. These could be connected to the existing oil-fired boiler system for operation of the entire building. This needs further evaluation to be part of an EPC or the capital project budget.

Unit ventilator and boiler replacement needs careful review in order to ensure payback. Central energy recovery systems with VRF type air-conditioning could also be an option.

- C. Structure the terms of Dutchess BOCES' obligation to pay for the services provided on an energy performance contracting basis and submit a suggested energy performance contract and, if necessary, ancillary agreements that specifically meet the needs of Dutchess BOCES. Proposers may substitute an example of an executed energy performance contract with any ancillary agreements that would be the basis for negotiation of a contract with Dutchess BOCES. Payments from Dutchess BOCES to the Contractor selected under the RFP must be contingent and based on the level of energy savings achieved.

Proposer's attention is directed to Article 9 of the New York State Energy Law (Appendix D) and Regulation 155.20 of the Regulations of the New York State Commissioner of Education governing energy performance contracting in connection with Dutchess BOCES' school buildings and facilities. All proposed energy performance contracts and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of New York.

**Appendix A includes information about the pre-proposal conference and walk-through inspection tour of Dutchess BOCES' facilities.**

Each building identified in Appendix B of this solicitation must be evaluated for any potential savings. Appendix B also includes the square footage, and energy consumption and costs by fuel type for each building. Copies of electric, heating



oil or propane utility bills are available for download (2016-17 through 2018-19). Drawings of floor plans for each building are also provided. (See Appendix B.)

Proposers are expected to prepare a baseline and usage profile from this information. The 2017-2018 fiscal year will be used as the baseline. Whenever possible, Dutchess BOCES will make copies available of mechanical and electrical drawings of the facilities under consideration. Dutchess BOCES will provide information about any current construction projects under way or projects under consideration and any proposed changes in use or occupancy.

Upon review of proposals received in response to this RFP, Dutchess BOCES expects to select a single ESCO to conduct a Comprehensive Energy Audit of the facilities to verify that the estimates in the proposal are valid. The audit should reflect the occupancy of the buildings for 186 staff days and 182 student days. The audit will reflect building occupancy from 7:00AM – 5:00PM, equipment usage history and the local weather conditions. If a viable project is identified, Dutchess BOCES expects to negotiate an energy performance contract with the ESCO to provide for the implementation of the proposed project. A two-stage contract is required to allow provision for approval of the plans and specifications by the NYSED prior to commencement of the equipment procurement and installation phase of the project. The preparation of the proposals will be done at no cost to Dutchess BOCES.

#### **D. Energy Conditions to be Maintained**

The following energy end use conditions must be maintained at the facility. Any efficiency measures proposed must allow for the maintenance of these conditions:

**Minimum Temperature:** Temperatures in occupied areas during the hours of 7:00AM – 5PM must be maintained at no less than 68 degrees Fahrenheit during the heating season.

**Maximum Temperature:** Temperatures in occupied areas during the hours of 7:00AM - 5PM must be maintained at no more than 74 degrees Fahrenheit during the cooling season.

**Water Heating:** Hot water for kitchen use must be supplied at a temperature of at least 140 degrees Fahrenheit. Domestic hot water must be stored at a temperature of at least 120 degrees F and delivered at a temperature between 110 and 120 degrees Fahrenheit.

**Indoor and Outdoor Lighting:** NYSED lighting level standards must be maintained.

**Air Changes/Ventilation Requirements:** Within code at all times.

## **E. Requirements for the Energy Audit**

The proposal must include provisions for the performance and presentation of the results of a Comprehensive Energy Audit for the school facilities identified in Appendix B. The selected ESCO will gather and analyze information and data and propose a project to Dutchess BOCES in a Comprehensive Energy Audit report that would reduce Dutchess BOCES' expenses for energy. As part of the audit, the ESCO will conduct an on-site survey of the facilities and will interview appropriate personnel to learn the operating characteristics of the facility and the existing equipment and systems therein.

The Comprehensive Energy Audit Report will present an analysis and discussion of the ESCO's proposed energy efficiency measures for each building. The report will detail the ESCO's proposed methodology for the calculation of baseline energy use and, at a minimum, a description of physical conditions, equipment counts, nameplate data, and control strategies prior to project implementation. The energy use allocation must be based on generally accepted engineering practices and must be reconciled with historic usage. In addition to presenting how the proposed baseline is derived, the proposal must define under what conditions it will be adjusted; for example, changes in weather, occupancy, and equipment usage.

For each measure recommended, the Comprehensive Energy Audit Report will provide a detailed description to include: total implementation costs for each measure, equipment counts, performance characteristics and efficiency levels of the equipment comprising the proposed measure, installation and maintenance costs, its useful life, and projected annual energy, demand and cost savings. Projected energy savings calculations must specifically account for energy savings on and off-peak, demand savings, and the interaction between recommended measures.

The report will include an executive summary which lists all proposed energy efficiency measures with the implementation cost, estimated energy savings, energy cost savings, useful life of the equipment and the simple payback (individual and interactive). Payback of each measure should be reported without the inclusion of NY State Building Aid which may be available to the project.

## **F. Project Design**

The selected ESCO will retain the services of KG+D Architects, PC (KG+D) to prepare all submissions to the NYSED. KG+D will be the architect of record for the project. All fees for KG+D will be paid by the ESCO and will constitute 5.5% of the total value of the energy project for projects over \$2 million and 7.5% for projects less than \$2 million. Projects are defined by individual SED Project Control numbers.

The fee is to be paid in the following increments:

- 25% upon completion of Preliminary Plans
- 35% upon SED submission
- 20% upon SED approval
- 15% incrementally through construction
- 5% upon substantial completion

**G. Other Ongoing Capital Construction**

Dutchess BOCES has commenced a capital project with work proposed at the CTI Building and Salt Point Center. A general scope description is provided in Appendix B.

### III. THE SELECTION PROCESS

#### Timetable

Dutchess BOCES expects to undertake the selection process according to the following schedule:

|   |                         |
|---|-------------------------|
| Request for Proposals issued:                       | March 25, 2019          |
| Pre-proposal Conference:                            | April 3, 2019, 10:00 am |
| Closing Date for Written Questions:                 | April 19, 2019          |
| Deadline for submission of proposals:               | May 23, 2019, 3:00 pm   |
| Interviews with finalists:                          | Week of June 3, 2019    |
| Select ESCO:  | June 12, 2019           |
| Execute Project Development Agreement:              | June 14, 2019           |
| Detailed Energy Audit Submission to Dutchess BOCES: | August 12, 2019         |
| Execute Energy Performance Contract:                | September 11, 2019      |

#### B. Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria:

##### 1. Experience and Qualifications of the Proposer

Consideration will be given to proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include development of performance contracts to furnish energy efficiency and cogeneration improvements in public schools or commercial and institutional facilities of similar size and use. The credentials and any applicable certifications of the proposer's staff members who may service Dutchess BOCES should be included in the proposal.

##### 2. Technical Approach

Proposals will be evaluated on the soundness and detail of presentation of technical strategies proposed for meeting Dutchess BOCES' energy efficiency objectives. The proposal should include descriptions of improvements both to the

physical facility and to the integration of other relevant services such as training, operations and maintenance practices, utilities procurement, and measurement and verification of savings. **Innovative approaches for measures to reduce energy use are encouraged and credit will be assessed for these approaches.**

### 3. Financial Terms

Consideration will be given to proposals that responsibly maximize the net economic benefit to Dutchess BOCES over the term of the proposed energy services agreement and that responsibly minimize the risk to Dutchess BOCES in connection with the proposed transaction.

Factors that will be considered include: the proposed term (length) of the energy services agreement, the projected net dollar benefit to Dutchess BOCES from entering into the transaction, the methods that will be used to determine the amount of the proposer's compensation, purchase option terms (both during the term of and the end of the energy services agreement, if alternative financing is proposed), the proposer's source(s) of financing, and the degree to which the proposer has minimized risk to Dutchess BOCES in connection with the project. Such risks may include performance risks, as well as potential interruptions to building operations and financial risks.

### 4. Ability to Implement Project Promptly

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, and the performance of all contract obligations throughout the contract term in a prompt and efficient manner. Availability of the proposer's staff to promptly implement the energy audit and the energy performance contract will be considered.

During the evaluation process, Dutchess BOCES reserves the right, where it may serve Dutchess BOCES, to request additional information or clarifications from proposers, or to allow corrections of omissions. At the discretion of Dutchess BOCES, proposers may be requested to attend an interview as part of the evaluation process. Proposers will not be paid or reimbursed for attending any such interview.

#### **IV. RFP PROCEDURES**

##### **A. Point of Contact for Visiting Buildings**

Cole Bender  
Supervisor of Facilities  
Dutchess BOCES  
5 BOCES Road  
Poughkeepsie, NY 12601  
Phone: (845) 486-4800 x2299  
[Cole.bender@dcboces.org](mailto:Cole.bender@dcboces.org)

##### **B. Submission of Proposals**

Proposals must be received by the date and time indicated in the Notice. Late proposals will be returned unopened.

An original and five (5) hard copies and (2) digital copies, delivered on separate USB drives, of the proposal are required. To prevent opening by unauthorized individuals, proposals must be identified on the envelope or other wrapper as follows:

Name of Proposer  
Dutchess BOCES  
Energy Performance Contract

Proposals should be addressed to:

Sherre Wesley, Ed.D.  
Assistant Superintendent for Business Services  
Dutchess BOCES  
5 BOCES Road  
Poughkeepsie, NY 12601

No faxed or emailed copy of a proposal will be accepted. It is the proposer's responsibility to ensure that its proposal is received by Dutchess BOCES before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the Notice or any Addenda to the RFP will not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of Dutchess BOCES.

Each proposal shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature.

Dutchess BOCES will not reimburse anyone for any expenses incurred in preparing, submitting, clarifying and/or negotiating proposals submitted in response to this RFP.

Dutchess BOCES reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected.

The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required to satisfactorily comply with the requirements of this RFP. The submission of a proposal also indicates acceptance of the terms and conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and in any contract entered into between Dutchess BOCES and the selected proposer.

### **C. Proprietary Information**

All information received in response to this RFP shall become the property of Dutchess BOCES. After Dutchess BOCES selects an ESCO, all proposals may be made available upon request pursuant to the New York State Freedom of Information Law for public inspection, except to the extent the proposer has designated and Dutchess BOCES concurs that certain information constitutes a trade secret or other proprietary information or data.

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise."

Information that the proposer believes to be proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted from disclosure. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

### **D. Modification or Withdrawal of Proposals**

Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by Dutchess BOCES at the above address prior to the date and time set for receipt of proposals in the Notice.

#### **E. Right to Reject Proposals**

This RFP does not commit Dutchess BOCES to award a contract or to procure or contract for services. Dutchess BOCES intends to award a contract on the basis of the best interest and advantage to Dutchess BOCES, and reserves the right to request or allow clarifications or corrections to proposals received, to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to re-advertise and solicit additional proposals or to cancel this RFP in part or in its entirety, if Dutchess BOCES considers it in its best interest to do so.

Dutchess BOCES, in its sole discretion, may select the proposal it determines to be in its best interest with whatever modifications Dutchess BOCES and the proposer may mutually agree upon. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal.



## **V. PROPOSAL FORMAT AND CONTENTS**

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full (except those sections described as optional). Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Dutchess BOCES reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

### **THE PROPOSAL MUST INCLUDE AN EXECUTIVE SUMMARY NOT EXCEEDING 10 PAGES INCLUDING ALL CHARTS AND FINANCIAL INFORMATION.**

Each of the parts and sections described below should begin on a separate page, and each page should clearly state the name of the proposer.

#### **A. Contractor Background and Qualifications**

**Section A-1** of the proposal must contain a project management summary including the make-up of the project team and the proposed assignment of responsibility for the major tasks involved in the total project. Include resumes for each of the individuals listed as lead personnel in Section A-1 as an appendix. The project team proposed cannot be changed without written authorization from Dutchess BOCES.

If the proposer will have single source responsibility for all portions of the project, they need only respond to Part I. If the proposal anticipates additional prime contractors with individual responsibility to Dutchess BOCES, describe the selection process for selection of these prime contractors in Part II.

**PART I:** Part I should include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity. A proposal by a corporation shall also give the state of incorporation and have the corporate seal affixed on the signature pages. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer. Part I also should describe the overall make-up of the project team and each member's areas of responsibility with addresses, telephone numbers, names of contact persons and of lead personnel. Include a chart depicting the management structure envisioned for the project. Describe the process to be followed in selecting and managing subcontractors, if any.

**PART II:** Part II should provide information about the areas of responsibility for additional prime contractors and the process to be followed in their selection.

In a Section to be labeled **Section A-2**, include the most recent annual reports, audited financial statements, or other financial information sufficient to permit Dutchess BOCES to evaluate the financial strength of the proposer. If the proposer is a joint venture or other entity with no prior financial history, submit information with respect to constituent or parent entities, as appropriate.

In a Section to be labeled **Section A-3**, describe the last 10 projects the proposer or of the partners or parent thereof has completed through SED review and/or construction. For each organization include the information listed below. (If more than ten projects are relevant to this RFP, remaining examples of experience may be briefly summarized):

- (a) Customer's name.
- (b) Total project capital cost at proposal stage and at final contract.
- (c) Type of contract (e.g., guaranteed saving, shared savings, sale, etc.).
- (d) Name and telephone number of reference for the project.
- (e) Brief description of the project's scope of services and status. (Include type of facility at which project was implemented, whether the project was timely completed and whether significant problems occurred that affected project performance. As appropriate, identify all prime contractors or subcontractors and their role in each project.)
- (f) Level of energy cost savings projected in CEA and the level actually achieved subject to measurement and verification.
- (g) SED #'s for projects.
- (h) Measurement and verification report for 1<sup>st</sup> year after project completion
- (i) Completion date.
- (j) Name and address of engineer of record.

The right to call the references provided by the proposer will be presumed by Dutchess BOCES. Failure to provide a complete list of all the last 5 consecutive projects is grounds for rejection of the proposal.

## **B. Technical Aspects of the Proposal**

The proposal must explain the approach the proposer will take in delivering the comprehensive technical services required to design, install, and maintain the proposed energy efficiency improvements. Actual designs/specifications are not required at this time.

In a Section to be labeled **Section B-1**, describe the Comprehensive Energy Audit that will be conducted for this project after selection of an ESCO on the basis of this RFP. The proposal must include information on the systems to be covered, the personnel to be involved, the general method to be used, the time frame, and the fee, if any, to be charged in the event Dutchess BOCES decides not to proceed with project implementation. Attach a sample energy audit performed by proposer for a similar facility. The audit should include a section providing a graphic model of the energy savings for both the occupied and un-occupied periods, including temperature

fluctuations. Further, the ESCO should address the process to extend controls on computers in the future as computers are updated. The ESCO should also provide input on how the savings measures could be tied into the instruction of the students.

In a Section to be labeled **Section B-2**, describe in detail the method you will use to compute the energy baseline. Attach a sample computation from a previous project done by proposer, with full documentation of methods, assumptions and input data.

In a Section to be labeled **Section B-3**, provide a preliminary assessment of the energy efficiency opportunities available at the schools, based on the information provided in this RFP and a tour of the facilities. List the energy efficiency measures to be implemented under the proposal with the estimated implementation cost and the energy cost savings. Are there any potential improvements proposer will not consider? If so, list these improvements. **Backup documentation that facilitates review of the analysis done should be provided.**

In a Section to be labeled **Section B-4**, describe the ongoing project monitoring and maintenance services proposer will provide. Specifically, describe the personnel, schedules, conditions, equipment covered, and extra costs (if any) of the following services:

- (a) Scheduled preventative maintenance
- (b) Emergency service
- (c) Training of on-site staff
- (d) Monitoring of energy use

Identify who will have supervisory responsibility for proposer's maintenance and monitoring operations for this project. Indicate how this work will be coordinated with the daily operations of the facility.

### **C. Financial Aspects of the Proposal**

Dutchess BOCES seeks to enter into a project arrangement under which Dutchess BOCES will assume ownership of the energy efficiency improvements upon their installation and acceptance. Dutchess BOCES also seeks to structure compensation to the ESCO such that payments to finance equipment and public works services plus payments for ongoing project management services will be paid in full by the value of measured energy savings resulting from the project.

The proposer may propose any underlying project financing mechanism so long as it meets the objectives above and complies with New York State laws, rules and regulations.

Detailed Financial Information Required: In a Section to be labeled **Section C-1**, based on the information provided in this RFP and proposer's inspection of the facilities, estimate the following costs:

### 1. Initial Project Costs:

- (a) Comprehensive Energy Audit
- (b) Designs and specifications for energy efficiency measures
- (c) Implementation costs for the energy efficiency measures
- (d) Total Initial Project Costs

### 2. Annual Costs:

- (a) Maintenance costs for all new equipment
- (b) Training costs
- (c) Measurement and Verification (5 years only)
- (d) Other service fees (specify)

In a Section to be labeled **Section C-2**, outline the proposed terms of the contract with Dutchess BOCES covering:

- (a) duration of the contract;
- (b) methods by which the level of payments to the contractor will be determined including: level of guarantees, methods by which energy savings will be valued (i.e. values to be used for unit prices of fuels and electricity);
- (c) the nature and operation of any guarantee provisions, including conditions under which the guarantee can be invoked and the methods for adjusting payments to the contractor;
- (d) ownership of the equipment;
- (e) conditions for the early termination of the contract, or parts thereof, by Dutchess BOCES and the contractor; and
- (f) the contract terms listed in Appendix C.

In a Section to be labeled **Section C-3**, please complete the annual financial projections indicated below for the length of the proposed contract. Use a discount rate of 4 percent. Assume no inflation in current energy prices. However, any anticipated escalation in annual costs should be identified and reflected in the cash flow. Assume an interest rate of 4 percent and that payment will be made annually at the end of the period. You may present a second pro-forma with alternative assumptions. If you choose to present a second pro-forma you should describe why the alternative assumptions are reasonable.

Items to be Included in financial projections

- 1. annual energy costs without improvements;
- 2. annual energy costs with improvements – no escalation in energy costs will be assumed;
- 3. annual energy cost savings (1-2);
- 4. payments for financing equipment;
- 5. payments for on-going services;

6. net annual benefits (3-(4+5) **without** State financial assistance;
7. net annual benefits (3-(4+5) **with** State financial assistance;
8. cumulative cash flow **with** State financial assistance;
9. net Present Value of cash flow **with** State financial assistance;
10. interest rate; and
11. rebates and grants will be identified.

**Dutchess BOCES' current NYS Building Aid ratio is 52% (weighted Average based on 2019-20 estimated RWADA ratio).** (See Appendix B.)

#### **D. Schedule for Construction and Completion**

In a Section to be labeled **Section D**, the proposer must provide a complete schedule for achievement of all major project milestones including:

- (a) commencement and completion of comprehensive energy audits;
- (b) preparation of list of proposed improvements, baseline calculations, and final contract proposal;
- (c) execution of energy performance contract;
- (d) obtaining all required permits and government approvals;
- (e) procurement of all major equipment;
- (f) commencement and completion of construction;
- (g) training of school personnel; and
- (h) commissioning and commencement of normal operation.

#### **E. Official Statement of Proposer**

In a Section to be labeled **Section E**, the proposer must provide statements to the following effect signed by an individual authorized to bind the proposer:

1. The proposer shall include a statement to the effect that the proposal is a firm offer for a minimum 120 day period. The proposal shall also provide the following information: Name, title, address and telephone number of individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.
2. The proposer shall specifically state acceptance of the minimum standard clauses intended to be used by Dutchess BOCES. The standard clauses are included here as Appendix C. If unable or unwilling to indicate such acceptance, the proposal shall identify and explain any exceptions or deviations.
3. The proposer shall specifically guarantee:

- (a) total energy savings projected in the Comprehensive Energy Audit will be at least 85% of the energy savings projected in the proposal; and
- (b) total project cost projected in the Comprehensive Energy Audit will be no more than 115% of the cost projected in the proposal.

If these conditions are not met, Dutchess BOCES may terminate the agreement to conduct a Comprehensive Energy Audit without cost or penalty and renegotiate with the ESCO or begin negotiations with another ESCO.

#### **F. Insurance Requirements**

If a contract is awarded as a result of this RFP, the selected proposer must have or procure and maintain for the duration of the awarded contract, the following types and amounts of insurance.

1. Commercial General Liability (CGL) on a form at least equal to ISO form #CG 00 01 12 07 with no restrictive endorsements and limits at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate on per project basis for bodily injury and property damage. Coverage will include products and completed operations. Evidence of completed operations coverage will be provided for three [3] years upon completion of the project. If written on a "claims-made" basis, the retroactive date must be no later than the inception of the awarded contract. Coverage shall remain in effect for two years following the completion of work.
2. Automobile Liability (AL) covering vehicles operated by the EPSC, its officers, directors, employees and agents on a form at least equal to ISO form #CA 00 01 03 06 with no restrictive endorsements and a limit at least equal to a combined single limit of \$1,000,000 per occurrence. Policy must cover "Any Auto" (Symbols 1,8,9), including but not limited to owned, hired and borrowed vehicles.
3. Workers Compensation (WC) providing New York State statutory coverage and employers liability coverage (EL) with a policy limit of not less than one million dollars (\$1,000,000).
4. Umbrella or Excess Liability attaching to the underlying Commercial General Liability, Auto Liability, and Employers Liability policies. The limits of such coverage must be at least \$7,000,000 per occurrence/\$7,000,000 aggregate or the limits of excess liability coverage carried by the ESCO, whichever is greater.
5. For any work involving hazardous substances such as fuel oil, contractors' pollution liability coverage with per claim limit of \$2,000,000 and an aggregate limit of \$2,000,000. If written on a "claims-made" basis, the retroactive date of coverage must be no later than the inception of the

awarded contract. Coverage shall remain in effect for two years following the completion of work.

6. New York State Disability Benefits Law Coverage.
7. Installation Floater covering on site equipment and building materials not yet installed with a limit equal to the cost of the equipment and building materials
8. All other insurance required by law or that Dutchess BOCES may reasonably require.

With respect to the above-required types and amounts of insurance, the following terms and conditions shall apply:

1. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A M Best Company at least A-minus for financial strength and IX for financial size category. Only with the approval of Dutchess BOCES, insurance companies authorized but not admitted or licensed to business in the State of New York and rated by A M Best Company with at least an A+ for financial strength and IX for financial size category may be accepted.
2. All policies shall be endorsed to require at least 30 days advance notice by certified mail to Dutchess BOCES, of cancellation, non-renewal or reduction of coverage and to provide that the policy will be primary to and non-contributory with any other insurance available to the additional insureds.
3. The ESCO shall effectuate the naming of Dutchess BOCES and its Board of Trustees and Kaeyer, Garment & Davidson Architects, PC and their respective employees, consultants and agents as an additional insureds on items 1,2, and 4 on a primary, non-contributory basis using CG 2010 07/04 and CG 2037 10/01 or its equivalent and will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.
4. All policies required with the exception of item 5 shall include a waiver of subrogation in favor of Dutchess BOCES.
5. **A copy of the endorsement providing additional insured status to Dutchess BOCES must be attached to the certificate(s) of insurance supplied by the ESCO.**



6. **IMPORTANT:** If the policy contains a deductible or self-insured retention, the selected ESCO shall be responsible to pay the deductible or self- insurance retentions.
7. At least 10 days prior to the commencement of services covered by the awarded contract(s), the ESCO must submit certificates of insurance evidencing compliance with the insurance requirements set forth in this Section F. The certificates of insurance must describe the specific services provided by the ESCO (e.g. roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy. Failure of Dutchess BOCES to object to the contents of the certificate(s) of insurance or the absence of same shall not be deemed a waiver of any rights held by Dutchess BOCES.
8. At Dutchess BOCES' request, the ESCO shall provide a copy of the declaration page of the liability and umbrella policies with the list of endorsements and forms. If so requested, the ESCO will provide a copy of the policy endorsements and forms.
9. Provisions requiring the same insurance, contractual liability and certificates of insurance shall be included in all contracts with sub-contractors engaged by the contractor or its sub-contractors in connection with this project.
10. Failure of Dutchess BOCES to enforce any of these items shall not waive the responsibility of the ESCO to comply with these requirements.
11. The ESCO acknowledges that the failure to obtain such insurance on behalf of Dutchess BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to Dutchess BOCES.
12. In the event any of the required insurance policies are canceled or not renewed, the ESCO shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Section F and, specifically with regard to "claims made" policies, which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed, the ESCO shall provide coverage retroactive to the date of commencement of work under any awarded contract.
13. Dutchess BOCES is insured by Utica National Insurance Group. The ESCO further acknowledges that the procurement and maintenance of the insurance required herein is intended to benefit not only Dutchess BOCES but also Utica, as Dutchess BOCES' insurer.



## **G. Outline of Proposal Contents**

The following is an outline of the required proposal contents as detailed above:

### Section A - Contractor Background and Qualifications

#### Section A-1

Part I: Proposer and Project team information

Part II: Prime contractor information

Section A-2 Annual reports or financial statements

Section A-3 Work experience

### Section B - Technical Aspects of the Proposal

Section B-1 Energy Audit: Attach sample

Section B-2 Computation of baseline and energy savings: Attach sample

Section B-3 Proposed energy efficiency measures

Section B-4 Description of on-going services (*e.g.* maintenance, monitoring)

### Section C - Financial Aspects of the Proposal

Section C-1 Estimate of total initial and annual project costs

Section C-2 Financial contract terms

Section C-3 Financial projections

### Section D - Schedule for Completion of the Project

Section E - Official Statement by the Proposer - Attach a suggested energy performance contract with proposed terms and conditions

### Addendum Relating to Alternative Financing (Optional)

### Appendices

Resumes of key personnel

Other relevant documentation

*h:\allprojects\dutchess boces\energy performance project\dutchess boces - energy performance contract rfp\_rev5.doc*

## **Appendix A**

### **PRE-PROPOSAL CONFERENCE AND SITE VISITS**

Dutchess BOCES will conduct a pre-proposal conference and walk-through inspection tour of the facilities included in this RFP at the time and place as listed in the RFP.

Dutchess BOCES officials and project consultants will be present to answer questions regarding the RFP and the project. Contractors interested in attending the conference must contact the Owner's Point of Contact in advance.

**Attendance at the pre-proposal conference is not mandatory. However, submission of a proposal is an acknowledgment of detailed knowledge of the Dutchess BOCES physical plant and systems.**

Following the conference, arrangements can be made by contacting the Owner's Point of Contact to make an additional site visit(s) for the purpose of gathering additional information.

## **Appendix B**

### **FACILITY PROFILE**

Dutchess BOCES  
Salt Point Campus  
5 BOCES Road  
Poughkeepsie, NY 12601

Consisting of the following buildings:

Career & Technical Institute (CTI)  
Area: 118,400 sq ft

Salt Point Center (SPC)  
Area: 57,400 sq ft

Administration Building  
Area: 11,000 sq ft  
*No plans for EPC lighting upgrades in this building.*

## **Appendix B**

### **ENERGY BILLS – *Download from: [www.dcboces.org](http://www.dcboces.org)***

|           |  |
|-----------|--|
| 2016-2017 | Central Hudson - Electric<br>Direct Energy – Electric<br>Bottini – Heating Oil<br>Global Montello – Heating Oil<br>Russo - Propane |
| 2017-2018 | Central Hudson - Electric<br>Direct Energy – Electric<br>Global Montello – Heating Oil<br>Paraco - Propane                         |
| 2018-2019 | Central Hudson - Electric<br>Direct Energy – Electric<br>Mansfield – Heating Oil<br>Bottini - Propane<br>Paraco - Propane          |

## **Appendix B**

Calculation of NYS Building Aid ratio:

### **Dutchess BOCES - EPC**

| <b>Component District</b> | <i>Example<br/>Authorization<br/>Amount</i> | <b>2019-20 Est.<br/>RWADA Aid Ratio</b> | <b>Estimated<br/>BOCES Aid</b> |
|---------------------------|---|---|--------------------------------|
| Beacon City SD (DL)       | \$ 71,400                                   | 55.1%                                   | \$ 31,473                      |
| Dover UFSD                | 34,500                                      | 62.7%                                   | 17,305                         |
| Hyde Park CSD             | 87,200                                      | 54.4%                                   | 37,949                         |
| Northeast CSD (Webutuck)  | 17,100                                      | 2.9%                                    | 397                            |
| Pawling CSD               | 29,900                                      | 40.6%                                   | 9,712                          |
| Pine Plains CSD           | 23,200                                      | 0.0%                                    | -                              |
| Poughkeepsie City SD (DL) | 103,700                                     | 75.4%                                   | 62,552                         |
| Arlington CSD             | 213,700                                     | 60.4%                                   | 103,260                        |
| Spackenkill UFSD          | 37,000                                      | 63.7%                                   | 18,855                         |
| Red Hook CSD              | 49,700                                      | 51.5%                                   | 20,476                         |
| Rhinebeck CSD             | 27,200                                      | 1.0%                                    | 218                            |
| Wappingers CSD            | 281,500                                     | 51.3%                                   | 115,528                        |
| Millbrook CSD             | 23,900                                      | 0.0%                                    | -                              |
|                           | <b>\$ 1,000,000</b>                         |   | <b>\$ 417,724</b>              |

|   |            |                   |
|---|------------|-------------------|
| <b>Weighted Average<br/>(Based on 2019-20 est. RWADA %)</b> | <b>52%</b> |                   |
| <b>Est. Bond Percentage</b>                                 | <b>80%</b> | <b>\$ 417,600</b> |

**Appendix B**

**DISTRICT'S 5-YEAR PLAN (attached)**

**BUILDING DRAWINGS (attached)**

[illegible]

|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|---|--|--------------|----------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------------|
| <b>Five Year Capital Plan</b>                       |  |              |                            |                        |                        |                        |                        |                        |                                 |
| Year-By-Year Summary                                |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  |              | <b>Deferred<br/>Budget</b> | <b>2016<br/>Budget</b> | <b>2017<br/>Budget</b> | <b>2018<br/>Budget</b> | <b>2019<br/>Budget</b> | <b>2020<br/>Budget</b> | <b>Total Planned<br/>Budget</b> |
| Infrastructure Work                                 |  |              | Not Indicated              | \$ 6,419,000           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 6,419,000                    |
| Project Groupings                                   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
| <i>Campus Paving</i>                                |  |              | \$ -                       | \$ 1,199,000           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 1,199,000                    |
| <i>Campus Water System</i>                          |  |              | \$ -                       | \$ 628,000             | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 628,000                      |
| <i>CTI Heat Distribution Piping</i>                 |  |              | \$ -                       | \$ 444,000             | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 444,000                      |
| <i>Admin Building HVAC</i>                          |  |              | \$ -                       | \$ 339,000             | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 339,000                      |
| <i>Security Vestibules &amp; Exterior<br/>Doors</i> |  |              | \$ -                       | \$ 508,000             | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 508,000                      |
| <i>Project 6</i>                                    |  |              | \$ -                       | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                            |
| <i>Project 7</i>                                    |  |              | \$ -                       | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                            |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  | <b>Total</b> | <b>\$ -</b>                | <b>\$ 9,537,000</b>    | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ 9,537,000</b>             |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |
|   |  |              |                            |                        |                        |                        |                        |                        |                                 |



| <b>Five Year Capital Plan</b>  |            |            |    |          |            |        |        |        |        |               |
|--|------------|------------|----|----------|------------|--------|--------|--------|--------|---------------|
| Planned Work (Excludes Work Associated with Capital Projects)- Listed by Building & Priority |            |            |    |          |            |        |        |        |        |               |
|  |            |            |    | Deferred | 2016       | 2017   | 2018   | 2019   | 2020   | Total Planned |
| Building   | Abbrev.    | Priority   |    | Budget   | Budget     | Budget | Budget | Budget | Budget | Budget        |
| Career & Technical Institute   | CTI        | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ 393,000 | \$ -   | \$ -   | \$ -   | \$ -   | \$ 393,000    |
|  |            | Priority 3 | \$ | -        | \$ 41,000  | \$ -   | \$ -   | \$ -   | \$ -   | \$ 41,000     |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ 434,000 | \$ -   | \$ -   | \$ -   | \$ -   | \$ 434,000    |
| Salt Point Center  | Salt Point | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ 41,000  | \$ -   | \$ -   | \$ -   | \$ -   | \$ 41,000     |
|  |            | Priority 3 | \$ | -        | \$ 33,000  | \$ -   | \$ -   | \$ -   | \$ -   | \$ 33,000     |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ 74,000  | \$ -   | \$ -   | \$ -   | \$ -   | \$ 74,000     |
| Administration Building  | Admin      | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 3 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 3 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 3 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 1 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 2 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 3 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Priority 4 | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Subtotal   | \$ | -        | \$ -       | \$ -   | \$ -   | \$ -   | \$ -   | \$ -          |
|  |            | Total      | \$ | -        | \$ 508,000 | \$ -   | \$ -   | \$ -   | \$ -   | \$ 508,000    |
|  |            |            |    |          |            |        |        |        |        |               |
|  |            |            |    |          |            |        |        |        |        |               |
|  |            |            |    |          |            |        |        |        |        |               |
|  |            |            |    |          |            |        |        |        |        |               |

| Projects Report |          |   |  |          |      |            |                                   |            |            |               |   |          |                     |
|-----------------|----------|---|--|----------|------|------------|-----------------------------------|------------|------------|---------------|---|----------|---------------------|
| #               | Building | Description   | BCS Category   | Quantity | Unit | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project             |
|                 | Admin    | Repair / replace failing exterior thin brick veneer at rear addition - remove & replace with thin brick or siding   | 61 Building Envelope: Exterior Walls Columns         | 1,350    | SF   | \$ 45      | \$60,750                          | 2016       | \$0        | \$21,578      | \$ 82,000                                   | 2        |                     |
|                 | Admin    | Repair rear exit concrete stairs and railing  | 65 Building Envelope: Exterior Steps, Stairs, Ramps  | 1        | LS   | \$ 10,000  | \$10,000                          | 2016       | \$0        | \$1,000       | \$ 11,000                                   | 2        |                     |
|                 | Admin    | Existing Fire Alarm System has lived beyond its useful life. Replace existing Fire Alarm System with new to meet the latest ADA and SED requirements, including indicating devices in all classrooms. | 96 Fire Safety Systems: Fire Alarm Systems           | 1        | LS   | \$ 50,000  | \$50,000                          | 2016       | \$0        | \$17,760      | \$ 68,000                                   | 2        |                     |
|                 | Admin    | No existing emergency lights at egress. Provide new emergency lights at each egress door.   | 99 Fire Safety Systems: Emergency / Exit Lighting    | 1        | LS   | \$ 10,000  | \$10,000                          | 2016       | \$0        | \$1,000       | \$ 11,000                                   | 2        |                     |
|                 | Admin    | 10,000 gallon water storage tank is beyond its expected useful life. Provide new water storage tank.  | 37 Site Utilities: Site Water                        | 1        | LS   | \$ 100,000 | \$100,000                         | 2016       | \$0        | \$35,520      | \$ 136,000                                  | 3        | Campus Water System |
|                 | Admin    | Replace underground site water lines: well to Admin   | 37 Site Utilities: Site Water                        | 300      | LF   | \$ 60      | \$18,000                          | 2016       | \$0        | \$6,394       | \$ 24,000                                   | 3        | Campus Water System |
|                 | Admin    | Repave full-depth, including base repair, main entry drive up to first loop road intersection   | 53 Site Features: Pavement                           | 7,500    | SF   | \$ 10      | \$75,000                          | 2016       | \$0        | \$26,640      | \$ 102,000                                  | 3        | Campus Paving       |
|                 | Admin    | Mill and top-coat parking lot behind Admin and front loop / parking (\$1.75 / sf), selective base repairs (\$0.25 / sf), striping (\$0.25 / sf)   | 53 Site Features: Pavement                           | 55,000   | SF   | \$ 2       | \$123,750                         | 2016       | \$0        | \$43,956      | \$ 168,000                                  | 3        | Campus Paving       |
|                 | Admin    | Replace carpet flooring   | 71 Interior Spaces: Carpet                           | 500      | SY   | \$ 50      | \$25,000                          | 2016       | \$0        | \$8,880       | \$ 34,000                                   | 3        |                     |
|                 | Admin    | Due to the age of the existing feeders and all the panelboards, all equipment should be Thermal Tested (Switchboard and panelboards) and Megger Test existing feeders.                                | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 10,000  | \$10,000                          | 2016       | \$0        | \$1,000       | \$ 11,000                                   | 3        |                     |
|                 | Admin    | Provide new electric hot water heater.  | 86 Plumbing: Hot Water Heaters                       | 1        | LS   | \$ 1,000   | \$1,000                           | 2016       | \$0        | \$100         | \$ 1,000                                    | 3        |                     |
|                 | Admin    | Three rooftop heat pump units reaching end of expected useful life. Provide new direct replacement packaged rooftop heat pump units; or convert to comparable packaged LP gas fired units.            | 89 HVAC Systems: Heat Generation Systems             | 1        | LS   | \$ 250,000 | \$250,000                         | 2016       | \$0        | \$88,800      | \$ 339,000                                  | 3        | Admin Building HVAC |
|                 | Admin    | Provide new campus sign, including lighting & landscaping   | 58 Site Features: Related Structures                 | 1        | LS   | \$ 15,000  | \$15,000                          | 2016       | \$0        | \$5,328       | \$ 20,000                                   | 4        |                     |

Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

| Projects Report |          |  |  |          |      |            |                                   |            |            |               |   |          |                                      |
|-----------------|----------|--|--|----------|------|------------|-----------------------------------|------------|------------|---------------|---|----------|--------------------------------------|
| #               | Building | Description  | BCS Category   | Quantity | Unit | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project                              |
|                 | Admin    | Provide additional convenience receptacles for in offices.   | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 40,000  | \$40,000                          | 2016       | \$0        | \$14,208      | \$ 54,000                                   | 4        |                                      |
|                 | Admin    | No existing occupancy sensors. Provide new occupancy sensors in each room.   | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 33,000  | \$33,000                          | 2016       | \$0        | \$11,722      | \$ 45,000                                   | 4        |                                      |
|                 | Admin    | No existing clock system. Provide new wireless clock system.   | 82 Interior Spaces: Communication Systems            | 1        | LS   | \$ 16,000  | \$16,000                          | 2016       | \$0        | \$5,683       | \$ 22,000                                   | 4        |                                      |
|                 | CTI      | Install vestibule doors at main entrances to enhance building safety and indoor environment                                      | 64 Building Envelope: Exterior Doors                 | 1        | LS   | \$ 15,000  | \$15,000                          | 2016       | \$0        | \$5,328       | \$ 20,000                                   | 2        | Security Vestibules & Exterior Doors |
|                 | CTI      | Replace door leaflets and upgrade door hardware to classroom security function: A-Wing   | 77 Interior Spaces: Interior Doors                   | 38       | EA   | \$ 2,750   | \$104,500                         | 2016       | \$0        | \$37,118      | \$ 142,000                                  | 2        | Security Vestibules & Exterior Doors |
|                 | CTI      | Replace door leaflets and upgrade door hardware to classroom security function: B-Wing   | 77 Interior Spaces: Interior Doors                   | 33       | EA   | \$ 2,750   | \$90,750                          | 2016       | \$0        | \$32,234      | \$ 123,000                                  | 2        | Security Vestibules & Exterior Doors |
|                 | CTI      | Replace door leaflets and Upgrade door hardware to classroom security function: C-Wing   | 77 Interior Spaces: Interior Doors                   | 29       | EA   | \$ 2,750   | \$79,750                          | 2016       | \$0        | \$28,327      | \$ 108,000                                  | 2        | Security Vestibules & Exterior Doors |
|                 | CTI      | Remove abandoned greenhouse structure  | Miscellaneous  | 1        | LS   | \$ 25,000  | \$25,000                          | 2016       | \$0        | \$8,880       | \$ 34,000                                   | 2        |                                      |
|                 | CTI      | Test existing EPO's in shops/studios.  | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 5,000   | \$5,000                           | 2016       | \$0        | \$500         | \$ 6,000                                    | 2        |                                      |
|                 | CTI      | Replace existing isolation valves in hydronic heat piping distribution system.   | 93 HVAC Systems: Piped Heating & Cooling Distr.      | 1        | LS   | \$ 20,000  | \$20,000                          | 2016       | \$0        | \$7,104       | \$ 27,000                                   | 3        | CTI Heat Distribution Piping         |
|                 | CTI      | Provide additional isolation valves in hydronic heat piping distribution system for required isolation of zones for maintenance. | 93 HVAC Systems: Piped Heating & Cooling Distr.      | 1        | LS   | \$ 30,000  | \$30,000                          | 2016       | \$0        | \$10,656      | \$ 41,000                                   | 3        | CTI Heat Distribution Piping         |
|                 | CTI      | Replace hydronic branch piping, 1 1/2" diameter and smaller.   | 93 HVAC Systems: Piped Heating & Cooling Distr.      | 1        | LS   | \$ 160,000 | \$160,000                         | 2016       | \$0        | \$56,832      | \$ 217,000                                  | 3        | CTI Heat Distribution Piping         |
|                 | CTI      | Replace isolation valves at existing main circulation pumps.   | 93 HVAC Systems: Piped Heating & Cooling Distr.      | 1        | LS   | \$ 6,000   | \$6,000                           | 2016       | \$0        | \$600         | \$ 7,000                                    | 3        | CTI Heat Distribution Piping         |
|                 | CTI      | Replace existing expansion tanks on hydronic system.   | 93 HVAC Systems: Piped Heating & Cooling Distr.      | 1        | LS   | \$ 12,000  | \$12,000                          | 2016       | \$0        | \$4,262       | \$ 16,000                                   | 3        | CTI Heat Distribution Piping         |
|                 | CTI      | Provide 2-stop elevator in A-Wing  | 102 Accessibility: Interior Accessible Route         | 2        | Stop | \$ 80,000  | \$160,000                         | 2016       | \$0        | \$56,832      | \$ 217,000                                  | 3        |                                      |
|                 | CTI      | Provide lifts to accommodate interior accessible route from B-Wing to C-Wing   | 102 Accessibility: Interior Accessible Route         | 2        | EA   | \$ 50,000  | \$100,000                         | 2016       | \$0        | \$35,520      | \$ 136,000                                  | 3        |                                      |

Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

| Projects Report |          |   |  |          |      |            |                                   |            |            |               |   |          |                              |
|-----------------|----------|---|--|----------|------|------------|-----------------------------------|------------|------------|---------------|---|----------|------------------------------|
| #               | Building | Description   | BCS Category   | Quantity | Unit | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project                      |
|                 | CTI      | Renovate multi-user toilet rooms to be ADA compliant: 2 per each floor (8 total)  | 102 Accessibility: Interior Accessible Route         | 8        | EA   | \$ 50,000  | \$400,000                         | 2016       | \$0        | \$142,080     | \$ 542,000                                  | 3        |                              |
|                 | CTI      | Central campus system (serves entire campus) 10,000 gallon water storage tank is beyond it's useful life. Replace with new water storage tank.                                  | 37 Site Utilities: Site Water                        | 1        | LS   | \$ 120,000 | \$120,000                         | 2016       | \$0        | \$42,624      | \$ 163,000                                  | 3        | Campus Water System          |
|                 | CTI      | Replace underground site water lines: Admin to CTI  | 37 Site Utilities: Site Water                        | 1,200    | LF   | \$ 60      | \$72,000                          | 2016       | \$0        | \$25,574      | \$ 98,000                                   | 3        | Campus Water System          |
|                 | CTI      | Mill and top-coat parking lots, drive up from entry (entry is included in Admin Bldg), loop drives. (\$1.75 / sf), selective base repairs (\$0.25 / sf), striping (\$0.25 / sf) | 53 Site Features: Pavement                           | 115,000  | SF   | \$ 2       | \$258,750                         | 2016       | \$0        | \$91,908      | \$ 351,000                                  | 3        | Campus Paving                |
|                 | CTI      | Replace concrete sidewalks  | 54 Site Features: Sidewalks                          | 8,300    | SF   | \$ 15      | \$124,500                         | 2016       | \$0        | \$44,222      | \$ 169,000                                  | 3        | Campus Paving                |
|                 | CTI      | Replace concrete curbs at concrete walks  | 54 Site Features: Sidewalks                          | 650      | LF   | \$ 25      | \$16,250                          | 2016       | \$0        | \$5,772       | \$ 22,000                                   | 3        | Campus Paving                |
|                 | CTI      | Replace classroom spline ceilings with ACT system   | 75 Interior Spaces: Ceilings                         | 15,000   | SF   | \$ 15      | \$225,000                         | 2016       | \$0        | \$79,920      | \$ 305,000                                  | 3        |                              |
|                 | CTI      | Allowance for continued replacement of interior doors   | 77 Interior Spaces: Interior Doors                   | 1        | LS   | \$ 50,000  | \$50,000                          | 2016       | \$0        | \$17,760      | \$ 68,000                                   | 3        |                              |
|                 | CTI      | Due to the age of the existing feeders and all the panelboards, all equipment should be Thermal Tested (Switchboard and panelboards) and Megger Test existing feeders.          | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 30,000  | \$30,000                          | 2016       | \$0        | \$10,656      | \$ 41,000                                   | 3        |                              |
|                 | CTI      | Some exit lights installed 20 years ago and provide poor illumination. Provide new exit lights.   | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 16,000  | \$16,000                          | 2016       | \$0        | \$5,683       | \$ 22,000                                   | 3        |                              |
|                 | CTI      | Replace classroom lighting with spline ceiling replacements   | 81 Interior Spaces: Lighting Fixtures                | 15,000   | SF   | \$ 10      | \$150,000                         | 2016       | \$0        | \$53,280      | \$ 203,000                                  | 3        |                              |
|                 | CTI      | Replace corridor lighting   | 81 Interior Spaces: Lighting Fixtures                | 18,500   | SF   | \$ 10      | \$185,000                         | 2016       | \$0        | \$65,712      | \$ 251,000                                  | 3        |                              |
|                 | CTI      | Speakers in corridors reaching end of useful life. Replace all speakers in corridors of all 3 wings.  | 82 Interior Spaces: Communication Systems            | 1        | LS   | \$ 40,000  | \$40,000                          | 2016       | \$0        | \$14,208      | \$ 54,000                                   | 3        |                              |
|                 | CTI      | Replace existing lavatory faucets with metering type.   | 87 Plumbing: Plumbing Fixtures                       | 1        | LS   | \$ 8,000   | \$8,000                           | 2016       | \$0        | \$800         | \$ 9,000                                    | 3        |                              |
|                 | CTI      | Replace packaged rooftop units.   | 92 HVAC Systems: Heating & Ventilating Units         | 1        | LS   | \$ 100,000 | \$100,000                         | 2016       | \$0        | \$35,520      | \$ 136,000                                  | 3        | CTI Heat Distribution Piping |
|                 | CTI      | Replace split systems.  | 91 HVAC Systems: Cooling / AC Systems                | 1        | LS   | \$ 50,000  | \$50,000                          | 2016       | \$0        | \$17,760      | \$ 68,000                                   | 3        |                              |

Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

| Projects Report |            |  |  |          |      |            |                                   |            |            |               |   |          |                                      |
|-----------------|------------|--|--|----------|------|------------|-----------------------------------|------------|------------|---------------|---|----------|--------------------------------------|
| #               | Building   | Description  | BCS Category   | Quantity | Unit | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project                              |
|                 | CTI        | Replace classroom unit ventilators.  | 92 HVAC Systems: Heating & Ventilating Units         | 1        | LS   | \$ 800,000 | \$800,000                         | 2016       | \$0        | \$284,160     | \$ 1,084,000                                | 3        |                                      |
|                 | CTI        | Replace secondary egress doors   | 64 Building Envelope: Exterior Doors                 | 12       | EA   | \$ 2,500   | \$30,000                          | 2016       | \$0        | \$10,656      | \$ 41,000                                   | 3        | Security Vestibules & Exterior Doors |
|                 | CTI        | New receptacles for convenience in classrooms.   | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 70,000  | \$70,000                          | 2016       | \$0        | \$24,864      | \$ 95,000                                   | 4        |                                      |
|                 | CTI        | Provide new occupancy sensors in rooms.  | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 140,000 | \$140,000                         | 2016       | \$0        | \$49,728      | \$ 190,000                                  | 4        |                                      |
|                 | CTI        | No existing central clock system. Provide new wireless clock system.   | 82 Interior Spaces: Communication Systems            | 1        | LS   | \$ 35,000  | \$35,000                          | 2016       | \$0        | \$12,432      | \$ 47,000                                   | 4        |                                      |
|                 | CTI        | Replace control system with direct digital type.   | 95 HVAC Systems: HVAC Controls                       | 1        | LS   | \$ 250,000 | \$250,000                         | 2016       | \$0        | \$88,800      | \$ 339,000                                  | 4        |                                      |
|                 | Salt Point | Upgrade the Nurse suite to meet ADA and program requirements   | 103 Accessibility: General                           | 1,000    | SF   | \$ 150     | \$150,000                         | 2016       | \$0        | \$53,280      | \$ 203,000                                  | 2        |                                      |
|                 | Salt Point | Perform remote inspection of the well storage tank. Condition is unkonwn   | 37 Site Utilities: Site Water                        | 1        | LS   | \$ 5,000   | \$5,000                           | 2016       | \$0        | \$500         | \$ 6,000                                    | 2        | Campus Water System                  |
|                 | Salt Point | Provide interior vestibule assembly at two vestibules  | 64 Building Envelope: Exterior Doors                 | 2        | EA   | \$ 15,000  | \$30,000                          | 2016       | \$0        | \$10,656      | \$ 41,000                                   | 2        | Security Vestibules & Exterior Doors |
|                 | Salt Point | Upgrade interior door hardware to classroom security function - provide ability to lock doors with a key from the interior | 77 Interior Spaces: Interior Doors                   | 74       | EA   | \$ 750     | \$55,500                          | 2016       | \$0        | \$19,714      | \$ 75,000                                   | 2        |                                      |
|                 | Salt Point | Existing crisis notification system call-in button relocate near class entrance door.                                      | 82 Interior Spaces: Communication Systems            | 1        | LS   | \$ 15,000  | \$15,000                          | 2016       | \$0        | \$5,328       | \$ 20,000                                   | 2        |                                      |
|                 | Salt Point | Additional emergency lighting coverage required. Provide additional emergency lighting.                                    | 99 Fire Safety Systems: Emergency / Exit Lighting    | 1        | LS   | \$ 2,000   | \$2,000                           | 2016       | \$0        | \$200         | \$ 2,000                                    | 2        |                                      |
|                 | Salt Point | No existing egress emergency lighting at exterior doors. Provide new emergency lighting fixtures at each egress door.      | 99 Fire Safety Systems: Emergency / Exit Lighting    | 1        | LS   | \$ 32,000  | \$32,000                          | 2016       | \$0        | \$11,366      | \$ 43,000                                   | 2        |                                      |
|                 | Salt Point | Provide ADA curb cut at HC parking stalls at main entry  | 101 Accessibility: Exterior Accessible Route         | 1        | LS   | \$ 5,000   | \$5,000                           | 2016       | \$0        | \$500         | \$ 6,000                                    | 3        | Security Vestibules & Exterior Doors |
|                 | Salt Point | Toilet Room renovation - upgrade and to meet ADA   | 103 Accessibility: General                           | 6        | EA   | \$ 25,000  | \$150,000                         | 2016       | \$0        | \$53,280      | \$ 203,000                                  | 3        |                                      |
|                 | Salt Point | 10,000 gallon water storage tank is beyond it's expected useful life. Provide new water storage tank.                      | 37 Site Utilities: Site Water                        | 1        | LS   | \$ 100,000 | \$100,000                         | 2016       | \$0        | \$35,520      | \$ 136,000                                  | 3        | Campus Water System                  |
|                 | Salt Point | Replace underground site water lines: Admin to SPC   | 37 Site Utilities: Site Water                        | 800      | LF   | \$ 60      | \$48,000                          | 2016       | \$0        | \$17,050      | \$ 65,000                                   | 3        | Campus Water System                  |

Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

| Projects Report |            |  |  |          |      |            |                                   |            |            |               |   |          |                                      |
|-----------------|------------|--|--|----------|------|------------|-----------------------------------|------------|------------|---------------|---|----------|--------------------------------------|
| #               | Building   | Description  | BCS Category   | Quantity | Unit | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project                              |
|                 | Salt Point | Mill and top-coat parking lots and drives (\$1.75 / sf), selective base repairs (\$0.25 / sf), striping (\$0.25 / sf)  | 53 Site Features: Pavement                           | 80,000   | SF   | \$ 2       | \$180,000                         | 2016       | \$0        | \$63,936      | \$ 244,000                                  | 3        | Campus Paving                        |
|                 | Salt Point | Replace concrete walks at front and side drop-offs / entrances   | 54 Site Features: Sidewalks                          | 6,500    | SF   | \$ 15      | \$97,500                          | 2016       | \$0        | \$34,632      | \$ 132,000                                  | 3        | Campus Paving                        |
|                 | Salt Point | Replace concrete curbs at front and side drop-offs / entrances   | 54 Site Features: Sidewalks                          | 400      | LF   | \$ 25      | \$10,000                          | 2016       | \$0        | \$1,000       | \$ 11,000                                   | 3        | Campus Paving                        |
|                 | Salt Point | Provide ADA door operators at the vestibule entrances  | 101 Accessibility: Exterior Accessible Route         | 2        | EA   | \$ 10,000  | \$20,000                          | 2016       | \$0        | \$7,104       | \$ 27,000                                   | 3        | Security Vestibules & Exterior Doors |
|                 | Salt Point | Replace the windows in the multi-purpose room, boiler room & shop  | 67 Building Envelope: Windows                        | 1        | LS   | \$ 48,400  | \$48,400                          | 2016       | \$0        | \$17,192      | \$ 66,000                                   | 3        |                                      |
|                 | Salt Point | Replace corridor composite tile flooring   | 72 Interior Spaces: Resilient Tile or Sheet Flooring | 6,000    | SF   | \$ 7       | \$42,000                          | 2016       | \$0        | \$14,918      | \$ 57,000                                   | 3        |                                      |
|                 | Salt Point | Replace 12x12 corridor ceilings with ACT grid system.  | 75 Interior Spaces: Ceilings                         | 2,350    | SF   | \$ 10      | \$23,500                          | 2016       | \$0        | \$8,347       | \$ 32,000                                   | 3        |                                      |
|                 | Salt Point | Replace Main Office suite ceilings   | 75 Interior Spaces: Ceilings                         | 3,050    | SF   | \$ 10      | \$30,500                          | 2016       | \$0        | \$10,834      | \$ 41,000                                   | 3        |                                      |
|                 | Salt Point | Miscellaneous interior door replacements   | 77 Interior Spaces: Interior Doors                   | 12       | EA   | \$ 2,000   | \$24,000                          | 2016       | \$0        | \$8,525       | \$ 33,000                                   | 3        |                                      |
|                 | Salt Point | Due to the age of the existing feeders and all the panelboards, all equipment should be Thermal Tested (Switchboard and panelboards) and Megger Test existing feeders. | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 20,000  | \$20,000                          | 2016       | \$0        | \$7,104       | \$ 27,000                                   | 3        |                                      |
|                 | Salt Point | New receptacles for convenience in classrooms. Including two new panelboards.  | 80 Interior Spaces: Interior Electrical Distribution | 1        | LS   | \$ 110,000 | \$110,000                         | 2016       | \$0        | \$39,072      | \$ 149,000                                  | 3        |                                      |
|                 | Salt Point | Replace corridor lighting - coupled with ceiling replacements  | 81 Interior Spaces: Lighting Fixtures                | 2,350    | SF   | \$ 10      | \$23,500                          | 2016       | \$0        | \$8,347       | \$ 32,000                                   | 3        |                                      |
|                 | Salt Point | Replace Main Office suite lighting - to be coupled with ceilings   | 81 Interior Spaces: Lighting Fixtures                | 3,050    | SF   | \$ 10      | \$30,500                          | 2016       | \$0        | \$10,834      | \$ 41,000                                   | 3        |                                      |
|                 | Salt Point | Lighting fixtures original to 1972 construction and failing. Replace with new LED fixtures and wiring.   | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 37,000  | \$37,000                          | 2016       | \$0        | \$13,142      | \$ 50,000                                   | 3        |                                      |
|                 | Salt Point | Existing stage theatrical lighting is failing. Replace with new including wiring.  | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 30,000  | \$30,000                          | 2016       | \$0        | \$10,656      | \$ 41,000                                   | 3        |                                      |
|                 | Salt Point | Provide Occupancy sensors in rooms.  | 81 Interior Spaces: Lighting Fixtures                | 1        | LS   | \$ 65,000  | \$65,000                          | 2016       | \$0        | \$23,088      | \$ 88,000                                   | 3        |                                      |

## Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

| Projects Report |            |  |  |          |            |            |                                   |            |            |               |   |          |         |
|-----------------|------------|--|--|----------|------------|------------|-----------------------------------|------------|------------|---------------|---|----------|---------|
| #               | Building   | Description  | BCS Category                                 | Quantity | Unit       | Cost       | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project |
|                 | Salt Point | Existing Bogen 1972 PA head end failing. Provide new PA head end.  | 82 Interior Spaces: Communication Systems    | 1        | LS         | \$ 20,000  | \$20,000                          | 2016       | \$0        | \$7,104       | \$ 27,000                                   | 3        |         |
|                 | Salt Point | Replace existing lavatory faucets with metering type.  | 87 Plumbing: Plumbing Fixtures               | 1        | LS         | \$ 8,000   | \$8,000                           | 2016       | \$0        | \$800         | \$ 9,000                                    | 3        |         |
|                 | Salt Point | Replace existing rooftop condensing units.   | 91 HVAC Systems: Cooling / AC Systems        | 1        | LS         | \$ 15,000  | \$15,000                          | 2016       | \$0        | \$5,328       | \$ 20,000                                   | 3        |         |
|                 | Salt Point | Replace existing air handling units.   | 92 HVAC Systems: Heating & Ventilating Units | 1        | LS         | \$ 40,000  | \$40,000                          | 2016       | \$0        | \$14,208      | \$ 54,000                                   | 3        |         |
|                 | Salt Point | Existing Fire Alarm System reaching end of useful life. Replace existing Fire Alarm System with new to meet the latest ADA and SED requirements, including indicating devices in all classrooms. | 96 Fire Safety Systems: Fire Alarm Systems   | 1        | LS         | \$ 250,000 | \$250,000                         | 2016       | \$0        | \$88,800      | \$ 339,000                                  | 3        |         |
|                 | Salt Point | Remove the modular units   | Miscellaneous                                | 1        | LS         | \$ 10,000  | \$10,000                          | 2016       | \$0        | \$1,000       | \$ 11,000                                   | 3        |         |
|                 | Salt Point | Provide additional parking at SPC  | 53 Site Features: Pavement                   | 25       | Stall      | \$ 5,000   | \$125,000                         | 2016       | \$0        | \$44,400      | \$ 169,000                                  | 4        |         |
|                 | Salt Point | Construct a play surface within the courtyard  | 55 Site Features: Playgrounds                | 1        | LS         | \$ 200,000 | \$200,000                         | 2016       | \$0        | \$71,040      | \$ 271,000                                  | 4        |         |
|                 | Salt Point | No existing central clock system. Provide new wireless clock system.   | 82 Interior Spaces: Communication Systems    | 1        | LS         | \$ 32,000  | \$32,000                          | 2016       | \$0        | \$11,366      | \$ 43,000                                   | 4        |         |
|                 | Salt Point | Unit ventilator controls to be replaced with direct digital type this year. Add digital controls to all remaining equipment.   | 95 HVAC Systems: HVAC Controls               | 1        | LS         | \$ 150,000 | \$150,000                         | 2016       | \$0        | \$53,280      | \$ 203,000                                  | 4        |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
|                 |            |  |  |          |            |            | \$0                               | 2016       | \$0        | \$0           | \$ -  |          |         |
| Items Reported: |            |  |  |          | Open Items |            |                                   |            |            |               |   |          |         |
| 88 of           | 88         |  |  |          |            | 2016       | 2017                              | 2018       | 2019       | 2020          | Total                                       |          |         |

~~Priority Legend.~~

Priority 1: Requires Immediate Attention (Life Safety)

Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade

Prepared by KG&D Architects, PC.

| Projects Report |          |             |              |          |                      |              |                                   |            |            |               |   |          |         |
|-----------------|----------|-------------|--------------|----------|----------------------|--------------|-----------------------------------|------------|------------|---------------|---|----------|---------|
| #               | Building | Description | BCS Category | Quantity | Unit                 | Cost         | Direct Construction Cost Estimate | Build Year | Escalation | Project costs | Project Budget (Rounded to Nearest \$1,000) | Priority | Project |
|                 |          |             |              |          | Priority 1           | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |
|                 |          |             |              |          | Priority 2           | \$ 995,000   | \$ -                              | \$ -       | \$ -       | \$ -          | \$ 995,000                                  |          |         |
|                 |          |             |              |          | Priority 3           | \$ 7,044,000 | \$ -                              | \$ -       | \$ -       | \$ -          | \$ 7,044,000                                |          |         |
|                 |          |             |              |          | Priority 4           | \$ 1,498,000 | \$ -                              | \$ -       | \$ -       | \$ -          | \$ 1,498,000                                |          |         |
|                 |          |             |              |          | Total                | \$ 9,537,000 | \$ -                              | \$ -       | \$ -       | \$ -          | \$ 9,537,000                                |          |         |
|                 |          |             |              |          |                      |              |                                   |            |            |               |   |          |         |
|                 |          |             |              |          | Completed Work Items |              |                                   |            |            |               |   |          |         |
|                 |          |             |              |          |                      | 2016         | 2017                              | 2018       | 2019       | 2020          | Total                                       |          |         |
|                 |          |             |              |          | Priority 1           | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |
|                 |          |             |              |          | Priority 2           | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |
|                 |          |             |              |          | Priority 3           | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |
|                 |          |             |              |          | Priority 4           | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |
|                 |          |             |              |          | Total                | \$ -         | \$ -                              | \$ -       | \$ -       | \$ -          | \$ -  |          |         |

## Priority Legend:

Priority 1: Requires Immediate Attention (Life Safety)

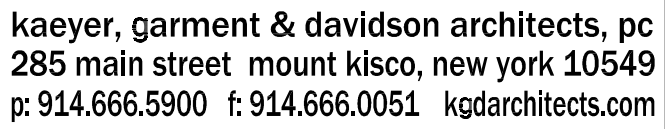
Priority 2: Health and Safety Related

Priority 3: Age-Related or to Meet Current Code

Priority 4: Desirable Upgrade



**Dutchess BOCES**  
Poughkeepsie New York



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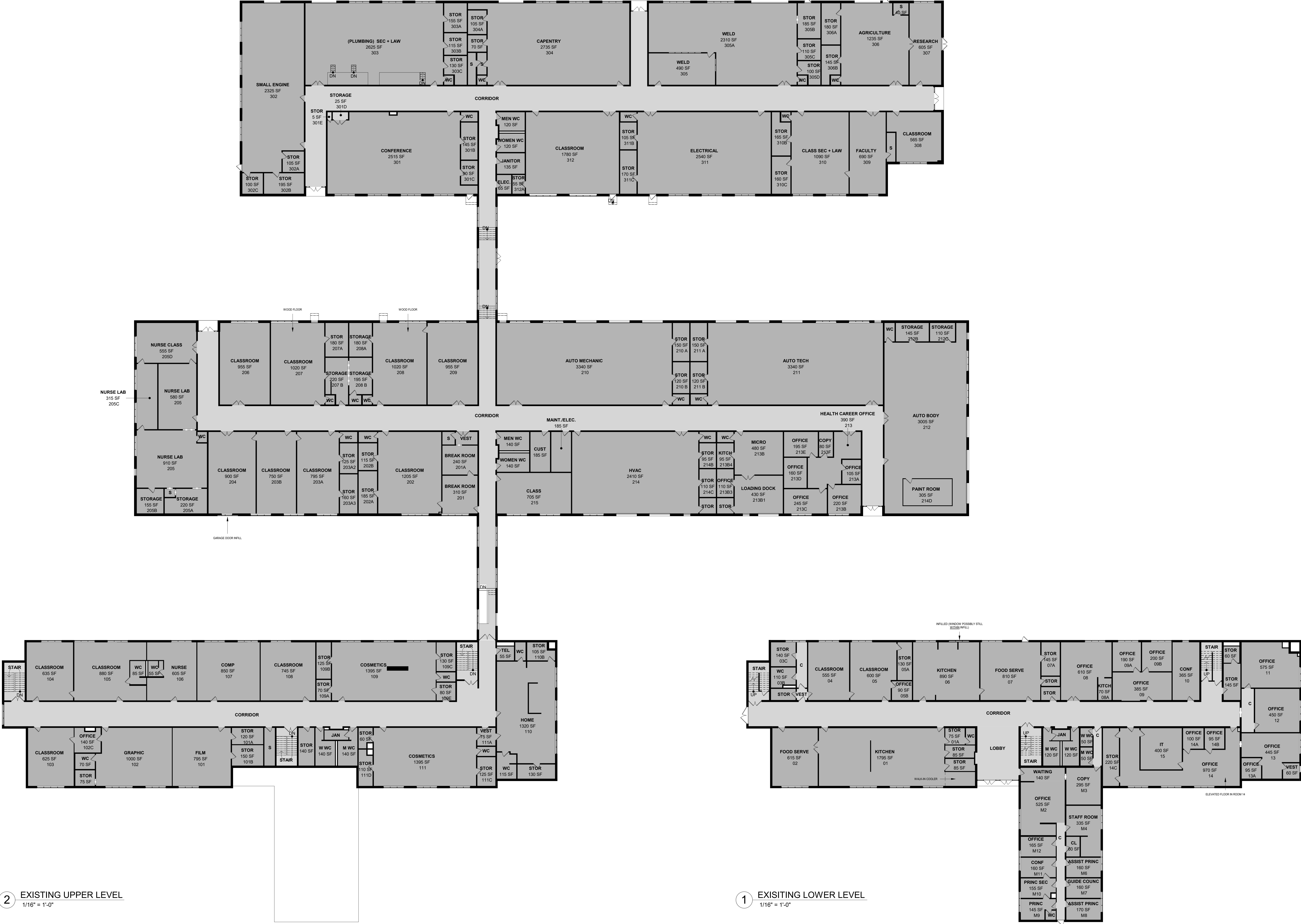
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|-----|------------|-----------------------|
| 1   | 12.05.2013 | ISSUED FOR SED REVIEW |
| No. | Date       | Issue                 |

|                       |           |
|-----------------------|-----------|
| Job No.<br>2013-1088  | Sheet No. |
| Date<br>12.05.2013    | AD-1      |
| Scale<br>1/8" = 1'-0" |           |
| Drawn/Checked<br>N/A  |           |



**1 FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



2 EXISTING UPPER LEVEL  
1/16" = 1'-0"

1 EXISTING LOWER LEVEL  
1/16" = 1'-0"



## **Appendix B**

### **2018 BOND PROJECT DESCRIPTION**

On December 11, 2018, the voters of the participating school districts for Dutchess BOCES passed a Bond Referendum for a capital project including:

- Renovate the Career and Technical Institute
- Construct approximately 60,000 sq ft of additional space to relocate the Alternative High School from rental space off-site.
- Recondition the Salt Point Center

## **Appendix C**

### **MINIMUM STANDARD CONTRACT CLAUSES**

- A. Compliance with Laws - The ESCO shall be familiar with all NYS, federal and local laws, statutes, ordinances, codes, rules and regulations that are relevant and applicable to its services and the ESCO's performance of services pursuant to any awarded contract shall comply with all applicable laws, statutes, codes, ordinances, rules and regulations in effect as of the date of such performance.
- B. Labor Law; Prevailing Wage - The ESCO and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in Section 220 *et seq.* of the NYS State Labor Law, as amended. The ESCO and each of its subcontractors affirmatively agrees to comply with Sections 220-d and 220-e of the NYS Labor Law.
- C. Executory Clause – See paragraph (2) of Section 9-103 of the NYS Energy Law provided in Appendix D for the required language.
- D. Transfer of Title
- E. Right-of-Way
- F. Indemnification Hold Harmless - If Dutchess BOCES awards a contract as a result of this RFP, the successful proposer shall defend, indemnify and hold harmless Dutchess BOCES, its employees, officers, agents and Board of Trustees from and against all losses, claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its officers, directors, employees or agents providing services pursuant to the awarded contract, to the extent of its or their responsibility for such claims, damages, losses, costs, damages and expenses. The obligations of this provision will survive the expiration or sooner termination of any contract awarded as a result of this RFP.
- G. Performance and Payment Bonds - Prior to the commencement of its services, the selected ESCO shall furnish bonds covering faithful performance of any contracts resulting from this RFP and payment of obligations arising thereunder in form and substance satisfactory to Dutchess BOCES (the "Payment and Performance Bonds"). The Payment and Performance bonds shall be issued by sureties licensed by the State of New York and satisfactory to Dutchess BOCES. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity. If the surety on any Bond furnished by the ESCO is declared bankrupt or becomes insolvent or its right to do business is terminated in New York State or it ceases to



meet the requirements of this Article, the ESCO shall within ten (10) days thereafter substitute another Performance and Payment Bond acceptable to Dutchess BOCES issued by a surety acceptable to Dutchess BOCES. The Payment and Performance bonds submitted by the ESCO shall be modified to contain the following provisions or shall have a rider attached to each Bond that is signed by the ESCO and the Surety that states:

1. The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the awarded contract and any associated documents (the "Contract Documents"). Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or forbearance on the part of either Dutchess BOCES or the ESCO to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. The Surety further agrees that in event of any default by Dutchess BOCES in the performance of Dutchess BOCES' obligations to the ESCO under any awarded contracts, the ESCO or Surety shall cause written notice of such default (specifying said default in detail) to be given to Dutchess BOCES, and Dutchess BOCES shall have thirty (30) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Dutchess BOCES.
3. Notwithstanding any provision of the bond, the Surety expressly agrees that no meeting needs to be arranged or held with the ESCO or the Surety prior to the termination of the awarded contract(s) or ESCO and that the Surety agrees that the amount and type of notice it receives prior to the termination of the awarded contract or ESCO shall be the same as is required to be given to the ESCO under the Contract Documents.

H. Standards of Services

- I. Licenses and Permits - The ESCO shall submit the construction documents for the agreed upon energy conservation measures to NYSED, when applicable, together with all other documents required to obtain a building permit NYSED and shall monitor the NYSED's review process and provide Dutchess BOCES with timely updates as to the status of NYSED's review of the construction documents.
- J. Contract Modifications - If Dutchess BOCES awards a contract as a result of this RFP, the awarded contract may be amended and/or modified solely through a writing executed by duly authorized representatives of both Dutchess BOCES and the successful proposer.

- K. Assignment or Subletting of Contract - If Dutchess BOCES awards a contract as a result of this RFP, the awarded contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of Dutchess BOCES. For purposes of construing this clause, a transfer of a controlling interest in the successful proposer shall be considered an assignment. Dutchess BOCES will recognize only the successful proposer for the proper execution of the entire work under the awarded contract. No subcontractor will be allowed to perform any work without the express written permission of Dutchess BOCES.
- L. Conflict of Interest - If Dutchess BOCES awards a contract as a result of this RFP, the ESCO represents and warrants that its engagement to perform the services described in the awarded contract will not create a "conflict of interest" for the ESCO. The ESCO represents and warrants that no owner, officer, or director of the ESCO has a direct or indirect interest, financial or otherwise, that could cast doubt on such individual's or the ESCO's ability to act with total objectivity with respect to Dutchess BOCES' interests.
- M. Independent Contractor - It is understood and agreed that the relationship of the ESCO to Dutchess BOCES shall be one of an independent contractor. Nothing contained in or inferable from any awarded contract shall be deemed or construed to (1) make the ESCO the agent, servant or employee of Dutchess BOCES or (2) create any partnership, joint venture or other association between Dutchess BOCES and the ESCO. Any direction or instruction by Dutchess BOCES with respect to the work of the ESCO shall relate to the results Dutchess BOCES desires to obtain from the work and shall in no way affect the ESCO's independent contractor status.
- N. Insurance Requirements; Certificate of Insurance – see Section V.F. of RFP
- O. Cancellation of Insurance – see Section V.F. of RFP
- P. Termination – Any contract awarded pursuant to this RFP is subject to termination by Dutchess BOCES for any reason or no reason, upon thirty (30) days written notice to the successful proposer. In the event of termination of the resulting contract, Dutchess BOCES' responsibility shall be limited to payment for services performed prior to the effective termination date.
- Q. Governing Law and Venue – If Dutchess BOCES awards a contract as a result of this RFP, the awarded contract shall be governed by the laws of the State of New York. Any litigation between the parties to the awarded contract shall be venued in an appropriate court located in Dutchess County in the State of New York.
- R. Waiver - Except as may be specifically provided in a waiver signed by duly authorized representatives of Dutchess BOCES and the successful proposer, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the awarded contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

## **Appendix D**

### **NEW YORK STATE ENERGY LAW**

### **ARTICLE 9 - ENERGY PERFORMANCE CONTRACTS IN CONNECTION WITH PUBLIC BUILDINGS AND FACILITIES**

#### **Section**

9-101. Purpose.

9-102. Definitions.

9-103. Energy performance contracts.

#### **§ 9-101. Purpose**

The purpose of this article is to obtain long-term energy and cost savings for agencies and municipalities by facilitating prompt incorporation of energy conservation improvements or energy production equipment, or both, in connection with buildings or facilities owned, operated or under the supervision and control of agencies or municipalities, in cooperation with providers of such services and associated materials from the private sector. Such arrangements will improve and protect the health, safety, security, and welfare of the people of the state by promoting energy conservation and independence, developing alternate sources of energy, and fostering business activity.

#### **§ 9-102. Definitions**

For the purposes of this article, the following words and phrases shall have the following meanings unless a different meaning is plainly required by the context.

1. "Agency" means any state department, agency, board, commission, office, or division.

2. "Municipality" means a municipal corporation, as defined in section two of the general municipal law, school district, board of cooperative educational services, fire district, district corporation or special improvement district governed by a separate board of commissioners.

3. "Public authority" means any public authority, public benefit corporation, or the port authority of New York and New Jersey, to the extent its facilities are located within the state of New York.

4. "Energy performance contract" means an agreement for the provision of energy services, including but not limited to electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues.

#### **§ 9-103. Energy performance contracts**

1. Notwithstanding any other provision of law, any agency, municipality, or public



authority, in addition to existing powers, is authorized to enter into energy performance contracts of up to thirty-five years duration, provided, that the duration of any such contract shall not exceed the reasonably expected useful life of the energy facilities or equipment subject to such contract.

2. Any energy performance contract entered into by any agency or municipality shall contain the following clause: "This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract."

3. In the case of a school district or a board of cooperative educational services, an energy performance contract shall be an ordinary contingent expense, and shall in no event be construed as or deemed a lease or lease-purchase of a building or facility, for purposes of the education law.

4. Agencies, municipalities, and public authorities are encouraged to consult with and seek advice and assistance from the state energy office and the New York state energy research and development authority concerning energy performance contracts.

5. Notwithstanding any other provision of law, in order to convey an interest in real property necessary for the construction of facilities or the operation of equipment provided for in an energy performance contract, any agency, municipality or public authority may enter into a lease of such real property to which it holds title or which is under its administrative jurisdiction as is necessary for such construction or operation, with an energy performance contractor, for the same length of time as the term of such energy performance contract, and on such terms and conditions as may be agreeable to the parties thereto and are not otherwise inconsistent with law, and notwithstanding that such real property may remain useful to such agency, municipality or public authority for the purpose for which such real property was originally acquired or devoted or for which such real property is being used.

6. In lieu of any other competitive procurement or acquisition process that may apply pursuant to any other provision of law, an agency, municipality, or public authority may procure an energy performance contractor by issuing and advertising a written request for proposals in accordance with procurement or internal control policies, procedures, or guidelines that the agency, municipality, or public authority has adopted pursuant to applicable provisions of the state finance law, the executive law, the general municipal law, or the public authorities law, as the case may be.

7. Sections one hundred three and one hundred nine-b of the general municipal law shall not apply to an energy performance contract for which a written request for proposals is issued pursuant to subdivision six of this section.

8. In the case of a school district or a board of cooperative educational services, an

energy performance contract shall be developed and approved pursuant to the requirements of this section and pursuant to regulations promulgated by the commissioner of education in consultation with the New York state energy research and development authority. Such regulations shall include, but shall not be limited to: a list of the appropriate type of projects that qualify as energy performance contracts; an approval process that includes review of the type and nature of the proposed project, the scope and nature of the work to be performed, and a detailed breakdown of the energy savings to be derived each year and for the duration of the energy performance contract; and a process for ensuring that districts have obtained financing at the lowest cost possible. Such regulations shall require that all energy performance contracts which contain maintenance and monitoring charges as part of the energy performance contract price state such maintenance and monitoring charges separately in the contract in a clear and conspicuous manner. Such regulations shall not apply to energy performance contracts entered into prior to the effective date of such regulations, nor shall they apply to energy performance contracts for which a request for proposals was issued prior to such effective date.

Added L. 1985, c. 733, § 2; amended L. 1989, c. 638, §§ 1,2; amended L. 1994, c. 368, §§ 1,2; amended L. 1995, c.83, §47; amended L. 1997, c. 436, §78.

## Appendix E

### **CHAPTER 436 OF THE LAWS OF 1997**

Sections Relevant to School Districts and BOCES

Energy Performance Contracts from 1997 Senate bill 5788 signed by Governor Pataki on August 20, 1997

AN ACT to amend the education law, in relation to the calculation and payment of state aid to school districts and boards of cooperative educational services \* \* \*, to amend the energy law, in relation to energy performance contracts \* \* \*

#### PART A

Section 1. Section 305 of the education law is amended by adding a new subdivision 27 to read as follows:

27. The commissioner shall promulgate regulations in consultation with the New York state energy research and development authority concerning the development and approval of energy performance contracts for school districts and boards of cooperative educational services in accordance with subdivision eight of section 9-103 of the energy law.

\* \* \*

§40. Paragraph i of subdivision 6 of section 3602 of the education law, as added by chapter 474 of the laws of 1996, is amended to read as follows:

i. Approved expenditures for debt service.

\* \* \*

(5) Notwithstanding any inconsistent provisions of this paragraph, for the purpose of calculating an apportionment pursuant to this subdivision:

(i) current approved expenditures for debt service for energy performance contracts authorized pursuant to section 9-102 of the energy law shall mean approved debt service incurred by a school district under such contract during the current school year related to the financing of such construction, acquisition, reconstruction, rehabilitation or improvement of any school building, provided that as a condition of eligibility for aid:

A. The amortization period shall not exceed the term of the energy performance contract.

\* \* \*

§ 41. Clause (i) of subparagraph 5 of paragraph i of subdivision 6 of section 3602 of the education law, as added by section forty of this act, is amended by adding two new subclauses B and C to read as follows:

B. Any state building aid attributable to such project shall be excluded in determining the cost savings under the energy performance contract.

C. The energy performance contractor shall guarantee recovery of contract costs from energy savings realized by the school district during the term of the energy performance contract, which shall not exceed eighteen years.

\* \* \*

§ 78. Section 9-103 of the energy law is amended by adding a new subdivision 8 to read as follows:

8. In the case of a school district or a board of cooperative educational services, an energy performance contract shall be developed and approved pursuant to the requirements of this section and pursuant to regulations promulgated by the commissioner of education in consultation with the New York state energy research and development authority. Such regulations shall include, but shall not be limited to: a list of the appropriate type of projects that qualify as energy performance contracts; an approval process that includes review of the type and nature of the proposed project, the scope and nature of the work to be performed, and a detailed breakdown of the energy savings to be derived each year and for the duration of the energy performance contract; and a process for ensuring that districts have obtained financing at the lowest cost possible. Such regulations shall require that all energy performance contracts which contain maintenance and monitoring charges as part of the energy performance contract price state such maintenance and monitoring charges separately in the contract in a clear and conspicuous manner. Such regulations shall not apply to energy performance contracts entered into prior to the effective date of such regulations, nor shall they apply to energy performance contracts for which a request for proposals was issued prior to such effective date.

\* \* \*

§ 119. This act shall take effect immediately and shall be deemed to have been in full force and effect on and after July 1, 1997, except that:

(1) sections one and seventy-eight of this act shall take effect immediately, and the commissioner of education is authorized and directed to promulgate the regulations necessary to implement the provisions of such sections within 180 days of such effective date;

\* \* \*

(5) section forty of this act shall take effect immediately and shall be deemed to have been in full force and effect on and after the effective date of section 41 of chapter 474 of the laws of 1996;

(6) section forty-one of this act shall take effect immediately;

\* \* \*

## Appendix F

### REGULATIONS OF THE COMMISSIONER OF EDUCATION (8 NYCRR §155.20)

#### 155.20 Energy Performance contracts.

(a) The following procedures consistent with Energy Law section 9-103(8), and Education Law sections 305(27), and 3062 (6)(i)(5)(i)(b) and (c) shall apply to energy performance contracts entered into by a school district or a board of cooperative educational services (BOCES) on or after July 1, 1998, provided that this section shall not apply to energy performance contracts for which a request for proposals was entered into prior to July 1, 1998.

(b) Definitions: For the purposes of this section:

- (1) *Energy performance contract* shall mean an agreement for the provision of energy services, including but not limited to electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues.
- (2) *Simple payback period* shall mean a measure of the length of time required for the cumulative cost savings, net of cumulative future costs, from an investment in an energy conservation project to pay back the investment cost, without taking into account the time value of money, or the differential energy price escalation rate, or the State building aid payable for the project.
- (3) *Energy Savings* shall mean the positive difference between the energy and associated cost before the retrofit and its estimated cost after the retrofit of a proposed alternative building system, taking into account all types of energy effected.
- (4) *Cost savings* shall mean the positive difference between the operation and maintenance cost before the retrofit and its established operation and maintenance cost after the retrofit.
- (5) *Co-generation* shall mean the simultaneous production of electricity and thermal energy. Typical systems utilize natural gas engines to turn electric generators thereby producing electricity, which reduces utility costs. Waste heat captured from the natural gas combustion process can be used to produce domestic hot water, provide space heat in winter or air conditioning in summer when used in conjunction with absorption chillers.

(c) The appropriate type of projects that qualify to be completed under an energy performance contract may include, but are not limited to:

- (1) replacement of lighting fixtures;
- (2) installation of energy efficient boiler/furnace, heating, ventilating, air conditioning (HVAC) equipment;
- (3) installation of vestibules;
- (4) installation of automatic setback thermostat;
- (5) energy management system;
- (6) upgrade domestic hot water system;
- (7) roof insulation;
- (8) installation of energy efficient window/doors;
- (9) co-generation; or
- (10) the installation, maintenance or management of other energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility.

(d) Every energy performance contract entered into by a school district or BOCES to which this section applies and every amendment to an energy performance contract entered into on or after July 1, 1998 by a board of education or a BOCES shall be subject to approval by the Commissioner of Education and shall contain a provision that such contract shall not be executory until approval of the Commissioner is obtained. In order to obtain approval by the Commissioner of Education to enter into an energy performance contract, the school district or BOCES shall:

- (1) demonstrate that the project complies with all applicable provisions of section 155.2 of this Part;
- (2) describe the scope and nature of the work to be performed;
- (3) demonstrate that the types of projects included in the energy performance contract are appropriate in accordance with subdivision (c) of this section;
- (4) provide a detailed breakdown of the energy performance savings to be derived each year and for the duration of the energy performance contract in the project summary form, which shall include:
  - (i) a description of each energy conservation measure included in the energy performance contract;
  - (ii) the cost of each energy conservation measure;

- (iii) the project energy savings and cost savings;
  - (iv) the useful life of each energy conservation measure; and
  - (v) the simple payback period;
- (5) state any maintenance and monitoring charges that are part of the energy performance contract in a clear and conspicuous manner separately in the contract;
- (6) provide the interest rate applicable to the energy performance contract and length of borrowing. The interest rate will be compared to the U.S. Treasury rate for like terms as published in the Wall Street Journal and must be comparable;
- (7) provide the following certifications:
- (i) the sole trustee, the president of the board of trustees or board of education, or the president of the BOCES shall certify that in lieu of competitive bidding, the energy performance contract was procured pursuant to a request for proposal (RFP) process in accordance with the school district's or BOCES' procurement policies and procedures adopted pursuant to applicable provisions of General Municipal Law section 104-b;
  - (ii) the energy performance contractor shall certify that such energy performance contractor has guaranteed recovery of contract costs from energy savings realized by the school district during the term of the energy performance contract, which shall not exceed 18 years, or the useful life of the equipment being installed, whichever is less. This certification shall be based on an analysis of energy costs and savings, which shall not include any cost savings attributable to State building aid. If a simple payback calculation is used to demonstrate compliance with the 18 year payback limitation, it shall be calculated by dividing the initial contract cost by the first year cost savings. If another analysis is used to support the certification, it should be submitted with the certification;
  - (iii) the energy performance contractor shall certify that measurement and verification techniques for determining cost savings will be performed in accordance with the North American Energy Measurement and Verification Protocol, March 1996, (U.S. Department of Energy, Washington, D.C. 20585: available at the Office of Facilities Planning, Room 1060, State Education Building Annex, Albany, NY 12234);

- (iv) the energy performance contractor shall certify that any State building aid attributable to such project has been excluded in determining the cost savings and payback period under the energy performance contract; and
- (v) the architect and/or engineer of record shall certify that he or she is free from financial interest in the energy performance contractor which conflicts with the proper completion of the audit and any design work associated with the energy performance contract and that full disclosure has been made to the school district and/or BOCES detailing all financial compensation received from the energy performance contractor.

(e) The administrative and technical review by the State Education Department shall include:

- (1) review of project scope and its appropriateness to be done under an energy performance contract and its eligibility for building aid;
- (2) review of the project's compliance with applicable provisions of section 155.2 of this Part;
- (3) review of detailed breakdown of the energy savings to ensure compliance with Education Law section 3602 (6)(i)(5)(i);
- (4) review of certifications by the president of the board of education, energy performance contractor and architect/engineer as specified in regulations;
- (5) review of interest rate and comparison to the U.S. Treasury Rate for like terms; and
- (6) review of technical specifications for compliance with the Uniform Fire Prevention and Building Code, State Education Department standards and other applicable standards,

(f) Capital construction costs and associated incidental costs such as architect/engineer fees, administrative costs and feasibility costs may be eligible for building aid. Costs associated with operation and maintenance, repairs extended warranties and service agreements are not eligible for building aid and should be separated in a clear and conspicuous manner from those eligible expenses.



## Appendix G

### REQUIRED CERTIFICATIONS

#### **NON-COLLUSIVE PROPOSAL CERTIFICATION**

Pursuant to Section 103-d of New York State General Municipal Law, every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer, and affirmed by such proposer as true under the penalties of perjury:

a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or potential competitor.

2) Unless otherwise required by law, the prices which have been quoted on this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by proposer prior to opening, directly or indirectly, to any other proposer or to any competitor or potential competitor, and

3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of this certification as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, appendices, terms, conditions and requirements and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal, the Dutchess BOCES may terminate the resulting contract; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

---

(Print/Type Name of Person, Firm, or Corporation that is proposer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print/Type Name of Authorized Signature)

\_\_\_\_\_  
(Print/Type Title of Authorized Signature)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

**IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM**

In order to be considered a responsible proposer, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the proposal if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. Dutchess BOCES makes a determination, in writing that the goods or services are necessary for Dutchess BOCES to perform its functions and that, absent such an exemption, Dutchess BOCES would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

\_\_\_\_\_  
(Print/Type Name of Person, Firm, or Corporation that is proposer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print/Type Name of Authorized Signer)

\_\_\_\_\_  
(Print/Type Title of Authorized Signer)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_