



Birmingham Jefferson Convention Complex

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REQUEST FOR PROPOSALS

For Guaranteed Energy Savings Contracting Services Birmingham-Jefferson Convention Complex Campus



PROPOSALS DUE ON OR BEFORE November 2, 2017

Contact:

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REQUEST FOR PROPOSALS
For
Guaranteed Energy Savings Contract Services

1. INTRODUCTION

The Birmingham Jefferson Convention Complex (BJCC) was constructed in four phases. The initial phase including the Mechanical Plant, Arena, Concert Hall, Theater, and North Exhibition Hall were completed in the timeframe of 1974 – 1976. The South Exhibition Hall was completed in 1980. In 1991 the Forum Building, East Complex, Southeastern Conference Headquarters Building and the Atrium of the Sheraton Hotel were completed. As part of the 1991 Expansion Project the Tower section of the Sheraton Hotel was totally renovated creating the largest Hotel in the State of Alabama. The final phase was completed in 2013 and included the Westin Hotel and Uptown Entertainment District. As a result of the phased construction the BJCC utility distribution and mechanical equipment age covers a period from 1970 until present day.

2. BACKGROUND

Birmingham Jefferson Convention Complex (BJCC) is seeking proposals from experienced Energy Services Companies (ESCOs) to develop Guaranteed Energy Savings Contract(s) to implement potential energy cost saving measures and related facility improvement measures in BJCC facilities.

BJCC is considering procurement of ESCO services primarily to construct and commission various energy and water cost savings measures and related facility improvements (Measures) in order to reduce energy and operating costs while addressing various facility infrastructure needs.

The intent of this document is to determine the qualifications and the cost of services for all ESCOs interested in providing energy conservation and related facility improvement services to the BJCC. Completing and submitting the data requested in this RFP should document proposer's qualifications and provide the required information needed to select suitable ESCO(s) as partner(s) potentially to pursue BJCC's energy efficiency and infrastructure goals at the appropriate time.

3. CONSIDERATIONS

Interested ESCOs need to note the below items that describe some of BJCC's requirements and intent with respect to various steps involved in development and execution of potential guaranteed energy savings contract(s).

- a. Scope for a potential guaranteed energy savings contract will be from a list of Measures that have been identified and developed by BJCC. There should not be any need for preliminary or investment grade auditing by selected ESCO(s).
- b. BJCC plans to provide necessary scopes of work of individual Measures and supporting information necessary for design and/or bidding. However, BJCC anticipates review of the scopes of work and/or design by selected ESCO for potential revisions for improvement.
- c. BJCC plans to negotiate scopes and costs of design needs for various Measures for inclusion in a guaranteed energy savings contract separately upon selection of ESCO(s).

- d. In addition, BJCC may provide design documents for ESCO's review and bidding purposes. It will be ESCO's responsibility to review design documents provided by BJCC and seek clarifications, if necessary, before acceptance/bidding.
- e. BJCC will require ESCO(s) to obtain at a minimum of three (3) prices for construction (all materials and labor) for each Measure through competitive bidding. BJCC reserves the right to accept or reject any bids or request rebidding based on pricing and/or engineering aspects. BJCC will require ESCO(s) to deliver Performance Bonds and Labor and Material Payment Bonds before starting any construction work. Bonding costs to be included in construction costs.
- f. BJCC's approach to measurement and verification (M&V) of savings may be limited to commissioning of implemented Measures and, if applicable, one-time, performance verification of selected Measures combined with stipulated savings based on developed analyses. BJCC does not anticipate any significant need for ongoing need for M&V services during contract term.
- g. BJCC plans to procure ongoing maintenance services, if and as needed, for new equipment through competitive bidding annually. BJCC will procure and/or provide necessary maintenance to satisfy any requirements from financing or M&V agreements, if applicable.
- h. FINANCING – BJCC intends to approach financing for guaranteed energy savings contract(s) in one (1) of the two (2) ways as described below:
 - i. Selected ESCO obtains financing directly as the borrower or finances it using ESCO's internal funds at interest rates and financing fees comparable to interest rates and fees that BJCC would expect when procured directly allowing BJCC to enter into an installment agreement(s) with the selected ESCO to pay the ESCO (not a 3rd party) over a contract term not to exceed twenty (20) years.

If this approach is pursued, BJCC will require ESCO(s) to obtain financing through a competitive process and provide copies of financing proposals obtained. BJCC reserves the right to reject all the financing proposals and pursue financing approach described in item ii. below.
 - ii. BJCC procures necessary financing from a 3rd party directly through a competitive process that is best suited for BJCC's needs and practices. Selected ESCO will not be required to secure or assist on behalf of BJCC. No fees or costs associated with financing will be included in ESCO's contract price(s).
- i. BJCC may seek to partner with more than one ESCO based on scope and structure of potential guaranteed energy savings contract(s).

4. DEVELOPMENT OF ENERGY SERVICES AGREEMENT

Upon selection of ESCO(s), BJCC intends to negotiate acceptable general terms and conditions of an Energy Services Agreement consistent with the intent and spirit of this RFP. However, BJCC reserves the right to terminate negotiations if an acceptable general terms and conditions of an Energy Services Agreement(s) cannot be negotiated within ninety (90) calendar days with an ESCO and to pursue a different ESCO. Acceptable general terms and conditions of an Energy Services Agreement will be necessary before the BJCC

commits to incurring any costs towards development of a Guaranteed Energy Savings Contract Proposal.

Selection of ESCO(s) by BJCC and negotiation of acceptable Energy Services Agreement does NOT guarantee award of Guaranteed Energy Savings Contract(s).

5. SCOPE OF SERVICES & ESCO'S EXPERIENCE

- a. List of potential energy/water cost savings measures and related facility improvements that are being considered by BJCC is included in Attachment 1 – “Scope of Services.” BJCC may elect to implement some of these Measures outside of a potential guaranteed energy savings contract.
- b. **NOTE:** Interested ESCOs need to review Attachment 1 before submitting a proposal for additional requirements with respect to BJCC's anticipated approach to implementation of potential Measures.
- c. BJCC is seeking ESCO(s) with experience in providing services in development and implementation of measures that are similar to the ones listed in Attachment 1 – “Scope of Services” under the structure of guaranteed energy savings contracts for customers with facilities that are similar to BJCC in terms of physical size and complexity. ESCOs are encouraged to include detailed descriptions of relevant projects in the proposal to provide BJCC a clear understanding of ESCO's experience.
- d. ESCOs are required to provide in the proposal the name, title, and contact information for **three (3) similar and/or large (construction value of greater than \$5 million) energy savings project references** familiar with the ESCO's business organization, finances and operational style. Provide a very brief description of the services provided for each reference.
- e. ESCOs need to provide in the proposal the name, title, and contact information for **three (3) other references** familiar with the firm's business organization, finances and operational style.
- f. ESCOs need to provide a summary resume for key personnel and team members within the ESCO that are proposed to provide the services contemplated by this RFP to include a summary of their qualifications, relevant technical training, licensing, and other pertinent experience.

6. SITE WALK-THROUGH

BJCC will conduct site visit for interested ESCOs. Site visits are not mandatory to submit a proposal in response to this RFP. In order to accommodate all interested ESCOs, BJCC prefers no more than three (3) personnel attend from each ESCO. BJCC staff will guide the visitors through selected and relevant mechanical and conditioned spaces to provide ESCOs preliminary impression of existing systems and conditions. No separate or additional requests for site visits will be considered.

A site visit will be conducted on Thursday, September 28, 2017 at from 8:00 AM to 12:00 PM. All interested parties should meet in the Forum Building, Meeting Room “M” located at 950 22nd Street N, 1st floor, Birmingham, AL 35203 to sign in and join the tour. Tour will start approximately at 8:15 AM.

7. COST OF ESCO's SERVICES

BJCC prefers an "Open Book Policy" in reference to all costs of any Measure. BJCC also has a preference to competitively bid out all construction of individual Measures, including the services of an ESCO. For this reason ESCOs need to complete and submit Attachment 2 – Cost of Services Methodology as a part of ESCO's proposal in response to this RFP.

The ESCOs cost of services is not the only criteria for the BJCC choosing a particular ESCO but for the ESCO to be chosen, cost of services will need to be shown to be competitive with other ESCOs. If a firm chooses not to submit this attachment, BJCC will exclude this firm from consideration regarding this RFP.

8. ADDITIONAL REQUIRED INFORMATION

The following should also be addressed in ESCO's proposals.

- a. Quality Assurance & Safety - Explain ESCO's quality control and safety processes / procedures. At a minimum, please describe:
 - i. The corrective measures proposed to deal with quality control and safety issues. How will BJCC be notified of such problems?
 - ii. The specific quality control plan, including criteria to judge auditor performance, design engineering performance, construction management performance, commissioning performance, etc.
- b. Financial / Bonding – Please provide ESCO's bonding capabilities at the bottom of Attachment 2
- c. ESCO's Submission Statement - ESCOs must complete and include Attachment 3 – ESCO's Submission Statement.

9. PROPOSAL SUBMITTAL CHECKLIST / PROPOSAL FORMAT

Ensure that ESCO's proposals includes all of the following in the order listed in addition to any other information an ESCO may opt to present in its proposal:

- Contact name, email address, phone number and mailing address for a primary point of contact of ESCO regarding this RFP.
- Detailed ESCOs Experience & Services
- References – Three relevant references (with a description of services provided)
- References – Three other references
- Resumes of ESCO personnel that will be involved in this project
- Signed Attachment 3 – Firm's Submission Statement
- Financial / Bonding capabilities of your ESCO
- ESCO's Quality Assurance and Safety information
- Completed Attachment 2 – ESCO Cost of Services

10. EVALUATION CRITERIA

BJCC intends to procure ESCO services at the most cost effective rates possible, while adhering to technical innovation, high quality, accuracy and other relevant industry standards. Proposals will be evaluated on pricing, technical innovation/experience, experience of ESCO personnel, past client references, proposed quality assurance and safety programs, the financial stability of the firm, proposed financial structure and the compliance with insurance, bonding, and other relevant factors.

BJCC may shortlist two (2) or more firms and interview the shortlisted ESCO teams for further evaluation.

BJCC will evaluate proposals based on firm's original submittal. No proposal or revised proposal will be accepted following the proposal submission due date and time.

BJCC reserves the right to reject any or all submissions and to waive informalities and minor irregularities in proposal submissions received and to accept any proposal submissions if deemed in the best interest of BJCC to do so.

BJCC will notify the ESCO(s) of its acceptance of a proposal by e-mail notice.

11. LIMITATIONS

This RFP does not commit BJCC to enter into a contract or an energy services agreement, to reimburse any costs incurred in the preparation of the proposal, to procure or contract for services and or supplies. BJCC reserves the right to accept or reject any or all proposals received, or to cancel this RFP in part or in its entirety, if in doing so is in the best interest of BJCC.

12. CLARIFICATIONS

Any questions about this RFP shall be submitted in writing via email to Mr. Jerry Nelms at jerry.nelms@bjcc.org on or before 5:00 PM Thursday, October 5, 2017. BJCC will publish all questions and responses through an amendment to the RFP on or before Tuesday, October 10, 2017. Any comments made or questions answered by BJCC staff during site visits cannot be considered as an official response from BJCC. Only the information provided in this RFP and in any future amendment(s) shall be considered as official communication from BJCC with respect to this RFP.

13. SUBMITTAL

- Interested ESCOs shall submit six (6) copies of proposal. Each copy of proposal shall be limited to one binder.
- All information provided by the ESCOs as part of the RFP process is considered public information.

All proposals shall be submitted before 4:30 PM on Thursday, November 2, 2017 in a sealed envelope to the attention of:

Sharon Proctor, Purchasing Coordinator
Birmingham-Jefferson Civic Center Authority
RFP for Guaranteed Energy Savings Contracting Services
2100 Richard Arrington Jr. Blvd N, Dock #2
Birmingham, AL 35203

Proposals can be mailed or hand delivered to the office of Sharon Proctor, Purchasing Coordinator, with delivery on or before the due date and time. Faxed or emailed proposals will not be accepted.

14. SCHEDULE

Site Visits:	8:00 AM to 12:00 PM (CDT), Thursday, September 28, 2017
Deadline for Request for Clarifications	5:00 PM (CDT), Thursday, October 5, 2017
Target Date to Issue Addendum	Tuesday, October 10, 2017
Deadline for Proposal Submission	4:30 PM (CDT), Thursday, November 2, 2017
Selection Announcement	(TBD)

Attachment 1 – Scope of Services

SECTION A - GENERAL DESCRIPTION OF ENERGY COST SAVINGS & FACILITY IMPROVEMENT MEASURES TO BE CONSIDERED FOR GUARANTEED ENERGY SAVINGS CONTRACT SERVICES

BJCC has identified and developed energy/water cost savings and facility improvement Measures and has assigned priorities. These measures, if implemented, will significantly reduce utility and operating costs while improving the reliability of various mechanical and electrical systems. Furthermore, most of these measures will provide a long term solution for BJCC's infrastructure needs.

It is expected that the utility and operating savings to be achieved from the implementation of all or a combination of the Measures listed under this scope may be sufficient to result in a financial savings stream greater than the cost of implementation of the Measures, including the financing of such Measures as provided under this scope.

SECTION B - PROJECT REQUIREMENTS

B.1 General Requirements/Project Scope -

The ESCO(s) may be required to provide design/specification development for some of the Measures. Design documents developed by ESCO(s) will have to be approved by BJCC before bidding. ESCO(s) will provide all the bid process management services and project manage the subcontractors implementing the Measures. It should be noted that BJCC will contract with the ESCO(s) for the services to be performed; however, the ESCO will be required to bid out ALL of the labor and materials required for the actual construction of the Measures.

B.2 Major Energy/Water Cost Savings & Facility Improvement Measures (Measures)

BJCC has identified and has developed detailed scopes of work for the below listed energy/water cost savings and facility improvement measures. Detailed scopes, analysis and supporting documentation will be provided to the selected ESCO(s) during the development of guaranteed energy savings contract(s).

List of Energy/Water Cost Savings & Facility Improvement Measures:

(a) East Plant – Chiller Upgrades & Heat Recovery Chiller

Scope of work includes replacement of Chiller-2 & Chiller-3 with 1,650 ton (each) centrifugal-chillers (one with VFD) and installation of a 12,000 MBH heat recovery chiller in place of Chiller-4 & plate and frame heat exchanger.

(b) East Plant – Replace Existing Chiller Plant Controls

Scope includes replacement of existing Barber-Coleman controls with Honeywell controls.

(c) Chiller Plant Optimization

Scope includes installation of additional chilled water piping to connect both East Plant and Mechanical Plant chillers as a part of one primary chilled water loop and optimization of chilled water plant operation (reprogramming and re-commissioning) for optimum operational efficiency.

(d) Mechanical Plan – Boiler Upgrades

Scope includes refurbishment or replacement of one of the existing steam boilers while de-commissioning or removing remaining two (2) existing steam boilers, installation of four (4) 100 HP, medium pressure, steam boilers in the Mechanical Plant, and installation of three (3) 4 million BTUH hot water boilers in 3rd Floor Mechanical. Additional natural gas piping will have to be installed to serve proposed hot water boilers.

(e) DDC Upgrades for Select Areas

Scope of work includes the following:

1. Replacement of Barber-Coleman controls with Honeywell Controls and VFDs in Forum Building
2. Replacement of Barber-Coleman controls with Honeywell Controls for AHUs in East Exhibit Hall

(f) Interior and Exterior Lighting Upgrades

Scope of work includes retrofits and/or replacement existing lighting with LED lighting. Detailed lighting survey data (room by room counts) is available. Existing lighting includes high bay and Arena lighting as well. BJCC intends to replace lighting in Legacy Arena with Ephesus lighting (a detailed scope has been developed).

Exterior lighting may include some of the parking area lighting as well. BJCC intends to upgrade the exterior lighting to LED.

(g) Water Conservation

Scope of work includes retrofit and/or replacement of existing plumbing fixtures with low flow fixtures. Scope may include installation of aerators, sensors, etc. Detailed room by room counts of existing plumbing fixture have been developed.

(h) Electrical Infrastructure Upgrades

Scope of work includes replacement of all existing Federal Pacific switchgear located in various equipment rooms. The following lists the various switchgear units identified for replacement:

1. Main Switchgear in Mechanical Plant – 13.2 kV switchgear with switches that feed 13.2 kW switches/breakers and 13.2 kV to 480 V transformers located in Arena, Concert Hall, North Exhibit Hall and Chiller panel in Mechanical Plant.
2. 13.2 kW Switches, 13.2 kV to 480 Volt transformers (2-2000 kV, 3-1500 kV, 5-1000 kV, 1-750 kV, 1-500 kV and 1-250 kV) and associated 480/208 switch gear served by each transformer.

B.4 Typical Project Procedure:

Detailed Design & Bidding

After selection of qualified ESCO(s), BJCC may request the ESCO(s) to submit a detailed price proposal to develop design and procure bids based on measures/scope identified and approved by BJCC. BJCC will negotiate these costs and, if satisfactory proposal costs are not negotiated, reserves the right not to enter into any agreements for development of project. Once BJCC approves a negotiated design development proposal, BJCC will sign an agreement for development of a Guaranteed Energy Savings Contract Proposal for review and approval. Upon the signed agreement, the ESCO shall then begin developing the Measures showing the total costs of implementation, including all technical and cost aspects of the work as detailed therein. ESCO's proposal shall, at a minimum, include the following:

Technical Factors:

- (a) Equipment to be removed or replaced, new equipment to be installed.
- (b) Specifications, including catalog cuts, for new equipment.
- (c) Operation and Maintenance procedures required that will be provided as a part of the proposal implementation (if significantly altered by proposal).
- (d) Training – Description of the training related to proper operation and maintenance of ECMs to be provided for BJCC personnel.
- (e) Support Required – BJCC support (e.g. minor changes in operations, movement of equipment, etc.) required during implementation of the contract.
- (f) Utility Interruptions – Utility interruptions needed for implementation of each measure (gas, electricity, water, etc.), extent (room number, entire building, etc.), and duration.
- (g) Environmental Protection - Identification of potential adverse environmental effects.
- (h) Environmental Compliance Documentation / Disposal requirements.
- (i) Estimated Construction Schedule in calendar days, showing significant milestones.
- (j) Estimated equipment life.
- (k) BJCC recommended/approved method of verification of energy savings after installation.

Cost Factors:

- (a) Estimated annual additional operation/maintenance costs
- (b) Total Implementation Cost to BJCC (Bid Price and, if applicable, Cost of Capital).
- (c) If applicable, Cost-of-Money Rate (percent).
- (d) Provide BJCC with a copy of every subcontractors bid (three minimum for each measure) received for each measure.
- (e) The cost of each measure shall be broken down to show subcontractor cost (labor and material with unit costs for “Major Components and Systems” shown separately).

Upon completion of the Guaranteed Energy Savings Contract proposal development the ESCO shall provide the BJCC five (5) copies of the proposal along with a Power Point presentation of the material included.

Payment for the development of the Guaranteed Energy Savings Contract Proposal:

Upon completion of the proposal, it is understood that BJCC may, at its option, pay for the services that were provided in the development of the proposal so that Measures may be implemented outside of a guaranteed energy savings contract or BJCC may decide to include the cost of the proposal into the

Implementation of the Guaranteed Energy Savings Contract:

After reviewing the final proposal, BJCC may elect to request the ESCO to proceed with the implementation of selected Measures. BJCC, with the assistance of the ESCO, will then develop, negotiate and secure guaranteed energy savings contract(s) including necessary financing contract(s). Upon executing necessary contracts for energy services ESCO shall, at a minimum, provide the following services:

- (a) The guaranteed energy cost savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures within the lesser of twenty (20) years or the average useful life of the energy cost savings measures. The qualified provider shall reimburse the governmental unit for the shortfall of guaranteed energy cost savings on an annual basis. The guaranteed energy cost savings contract may provide for payments over a period time not exceed the lesser of twenty (20) years or the average useful life of the energy cost savings measures.
- (b) Provide all Project / Construction Management Services. The ESCO shall hire all the subcontractors and perform work in accordance with the negotiated contracts and shall arrange on-site work to minimize interference with normal operations. The ESCO's construction manager will be on site daily to oversee installation. Additional construction responsibilities include, but are not limited to, the following:
 - a. Prior to Construction the ESCO is to provide BJCC the following for their approval:
 - i. Construction Schedule
 - ii. Quality Control Plan
 - iii. Safety Plan
 - b. ESCO is to hold weekly construction meetings at the job site to keep BJCC updated on the progress of the project as well as an update on the near term construction schedule.
 - c. ESCO is to provide As-Built Drawings - Within forty-five (45) calendar days after acceptance of each installed measure, the ESCO shall submit as-built drawings to the BJCC designated representative (one electronic copy in latest AutoCAD format and three hardcopies). Additional time will be allowed for submittal of as-built drawings for significantly large projects as stipulated in specific contracts.
 - d. Utility Interruptions - All utility interruptions shall be made outside occupied periods whenever possible and coordinated with the designated BJCC representative. The ESCO shall endeavor to keep the duration of interruptions to a minimum.
 - e. Standardize Materials - All materials proposed to be installed by contracts negotiated under this agreement shall be readily, commercially available and as similar in form, fit and function to each other as is practicable to allow efficient provisioning of replacement parts.
 - f. Construction Plans/Drawings - Per the requirements of individual measures, the ESCO or BJCC shall provide construction plans, certified by a registered engineer or architect, as applicable, to assure compliance with all applicable Federal, State and local codes and regulations.

- g. Applicable Building Codes and Standards - All work shall meet or exceed all latest applicable codes and regulations, including the following:
 - i. Latest Technical Code for the City of Birmingham
 - ii. 2014 National Electrical Code (NEC)
 - iii. 2015 International Existing Building Code (IEBC)
 - iv. 2015 International Mechanical Code (UMC)
 - v. 2015 International Plumbing Code (IPC)
 - vi. 2015 National Fire Protection Association Life Safety Code
- (c) Provide Operations and Maintenance Instructions / Manuals - At the time of final BJCC's acceptance of each installed measure, the ESCO shall furnish Operation and Maintenance Manuals and recommended spare parts lists identifying components adequate for competitive supply procurement for operation and maintenance of accepted measure. The operation and maintenance manuals shall include maintenance schedules for all equipment.
- (d) Provide Personnel Training - Prior to final acceptance of each measure, the ESCO shall train BJCC personnel as required, to operate, maintain, and repair installed equipment and systems, in emergency or as required in the contract.
- (e) Provide Performance Assurance (M&V) – If and as required by BJCC, the ESCO shall provide the necessary performance measurements to assure that estimated savings are verified.
- (f) Inspection/Acceptance - The inspection of measures for acceptance shall be a joint endeavor of BJCC and the ESCO. Inspections will be conducted simultaneously, when possible, by all party representatives to facilitate mutual agreement on satisfactory contractual performance. The ESCO is solely responsible for contract performance and therefore shall provide quality control in accordance with its approved Quality Control Plan to ensure contract compliance and energy conservation performance. The work will be accepted by written notification from the designated BJCC representative when all work is completed in accordance with all contractual requirements.
- (g) Warranty of Service – The ESCO warrants that all work performed shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this agreement and all resulting contracts for at least one (1) year.
- (h) Manufacturers' Warranties - The ESCO shall provide copies of all manufacturers' warranties of equipment upon installation. If the equipment fails after acceptance while it is still covered under the manufacturer's warranty, as a result of a manufacturer's defect, then the ESCO shall communicate and negotiate with the said manufacturer to resolve the issue during the first year after installation. Any equipment that fails more than one year after acceptance from the contractor will be the responsibility of BJCC.

Attachment 2 – Cost of Services Methodology

One factor that will be used in selecting an ESCO partner will be cost of services. For these costs to be compared, the ESCO must be willing to be paid based ***on a percent of the accepted bids for the Measures that are installed***. A sample of this “Cost of Services Methodology” is shown below:

1. Assume BJCC chooses three (3) Measures from the scope included in Attachment 1.
2. BJCC and ESCO negotiate costs to develop the design and develop a Guaranteed Energy Savings Contract Proposal that includes necessary bids. Let’s assume that cost is \$50,000.
3. The ESCO develops the design and provides three bids for each of the three ECMs
Assume the accepted Bids are as follows:

Measure 1 -	\$200,000
Measure 2 -	\$300,000
Measure 3 -	<u>\$500,000</u>
Total Price -	\$1,000,000
4. BJCC will secure financing as per one of the two (2) options described in Paragraph 3.h.
5. If ESCO listed 25%, ESCO will be paid \$1,300,000 (this includes the price of the design development).
6. Above is valid for contracts that will be financed by BJCC. If ESCO finances the projects and BJCC pays the ESCO through an installment agreement, payment(s) will include debt service.

In response to this RFP the ESCO will need to provide BJCC the fees for their services. It is understood that these fees, if provided as a percentage of the cost of the accepted bids for construction, will vary based on the size of the project. For this reason the ESCO is asked to complete a schedule (a sample is shown below) for the ESCO’s “Cost of Services” for contracts ranging in price of \$1 million to \$25 million in accepted construction costs.

SAMPLE “ESCO’S COST OF SERVICES” SCHEDULE

Total Contract Price Range (construction costs before financing)	ESCO’s Cost of Services (to be completed ESCOs)
\$1 million – \$5 million	20 %
>\$5 million – \$10 million	18 %
>\$10 million – \$15 million	15 %
>\$15 million – \$20 million	14 %
>\$20 million – \$25 million	13 %

NOTES & CLARIFICATIONS:

1. The contract price ranges shown above is only meant to be an example. The ESCO should break their fees down by whatever contract price range that is preferred by the ESCO.
2. “ESCO’s Cost of Services” represents the cost for services provided by the ESCO for this project based on information included in the RFP. This may include costs associated with project/construction management, construction contingencies, overhead and profit, markups, etc.
3. Do NOT include costs associated with i) design development or ii) anticipated M&V or iii) Guaranteed Energy Savings Proposal development or iv) anticipated planned services during contract period. These costs to be identified and negotiated separately based on contract needs.
4. Commissioning costs, if any, to be included in construction costs which are to be obtained through bidding.

Attachment 3 – ESCO’s Submission Statement

The following form must be completed and included in each ESCO’s proposal:

The undersigned firm hereby offers to perform the services as described in this RFP dated September 11, 2017 prepared by Birmingham Jefferson Convention Complex (BJCC), in accordance with the Proposal attached hereto. This Proposal offer is firm and shall remain in effect for a period of one (1) year after receipt thereof by BJCC.

In connection with such offer, the undersigned represents and warrants to BJCC that it has carefully and thoroughly reviewed the entire RFP and that it possesses the experience, skills and abilities necessary to perform the services bid on in accordance with specifications in the RFP.

_____	_____
Name of Firm	Signature
(Print or type)	

_____	_____
Name of Signatory	Position with Company
(Print or type)	(Print or type)

Date _____