



REQUEST FOR PROPOSALS

MDPACE Program Loan Servicer

ISSUED BY: Maryland Clean Energy Center
5000 College Avenue, Suite 31010
College Park, MD 20740

RELEASE DATE: April 13, 2022

PRE-SUBMITTAL CONFERENCE: N/A

SITE VISITS: N/A

QUESTIONS DUE: N/A

PROPOSAL DUE DATE: May 30, 2022

**ANTICIPATED
AWARD DATE:** TBD

**PROCUREMENT
OFFICER:** Ben Rupert, Energy Project & Procurement Manager
Maryland Clean Energy Center
Email: brupert@mdcleanenergy.org
Phone: (301) 314-6064

DIRECT INQUIRIES TO: Procurement Officer

Vendors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Vendor's Qualifications Submittal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Section 1.7 of this solicitation. Any exceptions to MCEC terms and conditions are not binding unless they are negotiated and affirmatively deemed mutually agreeable by the Vendor and MCEC in an executed contract. MCEC is not required to negotiate changes to its terms and conditions.



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SECTION I. INTRODUCTION AND BACKGROUND

1.1 Purpose

The Maryland Clean Energy Center (MCEC) seeks proposals from qualified firms (Contractor) to provide loan servicing for the Maryland Property Assessed Clean Energy (MDPACE) Program.

1.2 MCEC Background

MCEC is a green bank and corporate instrumentality of the state of Maryland which advances the adoption of clean energy and energy efficiency products, services and technologies. MCEC leverages private capital to help homeowners, businesses, and government entities reduce energy costs. Through collaboration with local government, the MDPACE Program is administered by the MCEC, thereby offering C-PACE financing to commercial property owners statewide.

1.3 Maryland PACE (MDPACE) Program Overview

Commercial Property Assessed Clean Energy (C-PACE) programs provide property owners and developers access to low-cost, long-term, fixed-rate financing for energy efficiency, water conservation, resiliency, and renewable energy projects. The measures can be financed with no money down and are repaid as a benefit assessment on the property tax bill, with payback terms matching the useful life of the equipment. As of July 2021, C-PACE enabling legislation is active in 37 states and the District of Columbia.

As enacted in Chapter 472 of the 2014 Law of Maryland, the Maryland C-PACE (MDPACE) program grants local governments the power to enact a surcharge on a clean energy system owner's property tax bill to recover their costs related to program administration and financing. If adopted by a local governing body, the program allows property owners to opt-in to a renewable energy or eligible energy-efficiency loan program and repay the loan through a surcharge on their property tax bill. The surcharge remains attached to the property upon a change in ownership and is limited to the amount needed to recover costs associated with issuing bonds, financing the loans, and administering the program. The statewide MDPACE program provides turn-key, low cost, standardized C-PACE services to property owners, capital providers, contractors, and local governments in the state of Maryland.

Of the twenty-four major jurisdictions in Maryland, sixteen participate in the MDPACE program, and three are currently working toward passing PACE-enabling legislation at the local level. Over \$57 million in project financing through the MDPACE program has closed since its launch in 2014. Both Montgomery County and Prince George's County maintain independent PACE financing programs, operated at the County level, and are therefore not included in the scope of this RFP. For more information about the current program, visit www.md-pace.com

The MDPACE program has announced that it will be expanding its scope to include resiliency, environmental remediation, and indoor air and water quality as qualifying measures for C-PACE financing, following the passing of House Bill 517: Clean Energy Loan Program – Remediation and Resiliency. In addition, the program will allow for the refinancing of recently completed C-PACE eligible projects.



Through the new legislation, Maryland commercial property owners will be able to utilize C-PACE capital to finance remediation projects intended to remove environmental and/or health hazards; measures intended to increase a property's ability to withstand natural disasters and the effects of climate change; and projects that promote indoor air and water quality. This includes flood mitigation and storm water management improvements; remediation for lead, mold, and asbestos; and alternative vehicle charging and energy storage infrastructure. Additionally, the legislation allows property owners to refinance previously completed C-PACE eligible projects.

1.4 Issuing Office; Procurement Officer

Maryland Clean Energy Center
5000 College Avenue,
Suite 31010
College Park, MD 20740
Procurement Officer: Ben Rupert, Energy Project & Procurement Manger

Phone: (301) 314-6061
E-mail: brupert@mdcleanenergy.org

The sole point of contact for purposes of this procurement is the Procurement Officer. The Procurement Officer may designate others to act on his behalf. The MCEC Executive Director may change the Procurement Officer or change the limits of her authority at her discretion.

1.5 Schedule of Events

Event	Date
RFP Release Date	Wed. April 13, 2022
Deadline for Receipt of Questions	N/A
Notification of Intent to Submit	N/A
Proposal Due Date	Mon. May 30, 2022
Tentative Date of Contract Award	TBD

1.6 Pre-proposal Conference

A pre-proposal conference will not be held.

1.7 Questions and Inquiries

All questions and inquiries should be directed to the Procurement Officer identified in Section 1.4 above. Questions must be submitted in writing by mail or email and received by the Procurement Officer. Oral questions will not be accepted. If a question or inquiry pertains to a specific section of the RFP, the page and section number(s) must be referenced.



1.8 Submission Deadline

In order to be eligible for consideration, responses must be submitted via email to the Procurement Officer no later than 4:00 PM Monday, May 30th, 2022. Vendors must email responses and confirm receipt. Any response received after the submission deadline, no matter what the reason, will be deemed unacceptable. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.

1.9 Duration of Offer

Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date, unless explicitly agreed to in writing by the MCEC Procurement Officer. This period may be extended at the Procurement Officer's request only by an Offeror's written agreement.

1.10 Electronic Distribution

This RFP is available for distribution by email. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer.

SECTION II. GENERAL INFORMATION

2.1 Terms and Conditions

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Vendor's sole responsibility to ensure they are compliant with all applicable federal, MCEC, and city laws, rules, ordinances, statutes, etc., that may impact this contract. MCEC shall bear no responsibility for monitoring the Vendor's compliance with legal requirements. If the Vendor fails to maintain legal compliance, MCEC may find Vendor in default.

In the event of conflict between this solicitation and any of the General Terms and Conditions proposed by any Vendor, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the MCEC.

Any exceptions to MCEC's terms and conditions are not binding unless they are negotiated and deemed mutually agreeable by the Vendor and MCEC. MCEC is not required to negotiate changes to its terms and conditions.

2.2 Revisions to the RFP

MCEC reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.



2.3 Cancellation of the RFP; Rejection of All Proposals

MCEC may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, whenever this action is determined to be fiscally advantageous to MCEC or otherwise in the State's best interests.

2.4 Proposal Acceptance; Discussions

MCEC reserves the right to accept or reject any proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors in any manner necessary to serve the best interests of MCEC. MCEC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

2.5 Interviews/Oral Presentation

MCEC may conduct interviews with qualifying Offerors. In addition, in support of their proposals, Offerors may be required to make an oral presentation. Interviews and oral presentations must be conducted within two calendar weeks after MCEC has requested an Offeror to do so. Failure to meet with MCEC for an interview or to make an oral presentation within this time period may prevent the Offeror's proposal from receiving further consideration. The main point of contact proposed in the Offeror's proposal must be present during these interviews.

2.6 Incurred Expenses

MCEC will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal in response to this RFP.

2.7 Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement. Only electronically transmitted proposals will be accepted and shall be submitted to the Procurement Officer by 4:00 PM May 30, 2022 via email to the following address: brupert@mdcleanenergy.org.

2.8 Multiple Proposals

Multiple and Alternate proposals will not be accepted.

2.9 Access to Public Records Act Notice

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by MCEC under the Public Information Act, General Provisions Article, Title 4, Annotated Code of Maryland. Careful consideration should be given before confidential information is submitted to MCEC as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.



2.10 Proposal Opening

Proposals will not be opened publicly. When the contract is awarded, those portions of the proposal available, pursuant to the Public Information Act, General Provisions Article, Title 4, Annotated Code of Maryland, will be made available upon written request to the Procurement Officer.

2.11 Compliance with Laws

Contractor hereby represents and warrants that:

- (a) It is registered and qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so registered and qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- (c) It shall comply with all federal, State, and local laws applicable to its activities and obligations under this Agreement; and
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

2.12 Arrearages

By submitting an offer in response to this RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including the payment of taxes and employee benefits, and if selected for award, that it shall not become in arrears during the term of the Contract.

2.13 Acceptance of Terms and Conditions

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal.

2.14 Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany all proposals submitted by an Offeror. A copy of this affidavit is included as Appendix 2 attached to this RFP.

2.15 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this affidavit is included for informational



purposes as Appendix 3 attached to this RFP. This affidavit need not be submitted with an Offeror's proposal.

2.16 Order of Precedence

The Offeror shall perform in accordance with this Contract and Exhibits, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

1. The contract and contract modifications executed by both parties;
2. This RFP; and
3. Vendor's proposal.

Modifications of the order of precedence provision of this solicitation will not be accepted. If any terms and conditions inconsistent with requirements of the solicitation are proposed, those terms and conditions must be stated in the proposal.

2.17 Contract Award

MCEC anticipates making one award under this solicitation but is not precluded from selecting a second firm if it is in the best interest of MCEC to do so. It may award a contract based on initial applications without discussion, or following limited discussion, negotiations, or interviews. Each offer should be submitted using the most favorable cost and technical terms. MCEC may request additional data or material to support applications. MCEC expects to notify proposers in approximately thirty (30) days from the proposal due date whether your proposal has been selected to receive an award.

2.18 RFP Modifications

MCEC also reserves the right to correct any arithmetic errors, to change the final due date and time for the proposals, to accept or reject any of the firm's employees assigned to provide services on this project, and to require their replacement at any time, and to reject any proposal containing false or misleading statements or that provides references that do not support an attribute or a condition claimed by the proposer.

2.19 Limitation

This solicitation does not commit MCEC to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. MCEC reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in MCEC's best interest.

2.20 Performance of Services

The Offeror shall perform the services within the limits prescribed by MCEC in a manner consistent with that level of care and skill ordinarily exercised by other independent public financial advisors under similar circumstances at the time the services are performed.



2.21 Contract Period and Renewal

A contract to be awarded pursuant to the RFP shall begin on the date that the contract for this RFP is signed by both parties and shall continue for a period of four (4) years, unless earlier terminated in accordance with final contract terms.

2.22 Insurance Requirements

Contractor shall maintain at all times during the performance of this Agreement, a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; an automobile liability insurance policy in the minimum amount of \$500,000, and workers' compensations insurance for employees in the State. All insurance policies shall:

- (a) Provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to MCEC;
- (b) Be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement, which shall be updated as necessary; and
- (c) Be approved as to form and sufficiency by the MCEC.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

Annually, upon the request of the Client or at such time as an insurance policy is changed or added, Servicer shall provide a certificate of insurance to Client detailing the Servicer's insurance coverage. The costs of such insurance shall be borne by Servicer. Insurance shall be issued by insurers and in a form consistent with accepted servicing practices. Servicer shall use its best efforts to immediately inform Client of any notice of cancellation or nonrenewal of such insurance.

2.23 Non-Discrimination in Employment

Contractor shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the basis of: (a) race, color, creed, national origin, or marital status; (b) sex or age, except when sex or age constitutes a bona fide occupational qualification; or (c) the physical or mental disability of a qualified individual with a disability. Except in subcontracts for standard commercial supplies or raw materials, Contractor shall include a clause similar to this clause in all subcontracts. Contractor shall provide actual notice of the foregoing to employees and applicants for employment.

SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.1 General Information



MCEC is a State-public corporation and an instrumentality of the State of Maryland that has been authorized to: 1) Promote economic development and jobs in the clean energy industry sector in the State; 2) Promote the deployment of clean energy technology in the State; 3) Serve as an incubator for the development of clean energy industry in the State; 4) Collect, analyze, and disseminate industry data; and, 5) Provide outreach and technical support to further the clean energy industry in the State. MCEC's program priorities range from providing clean energy initiative funding, technology commercialization and business incubation, and workforce development and training.

MCEC is governed by a Board of Directors that consists of 9 individuals that bring a wide range of perspectives and experience to MCEC's operations. MCEC employs a small staff and the Attorney General's Office provides legal services to the organization.

3.2 RFP Objectives and Services Sought

MCEC seeks proposals to provide duties and activities related to the ongoing servicing of the Loans made through the MDPACE Program as set forth below in sections 3.2(a) through 3.2(e).

Services

- (a) Loan and Disbursement Activity: Perform all necessary functions related to the posting of loan and disbursement activity by Servicer staff to a Servicer maintained servicing platform, including the processing associated with receiving payments and making disbursements, and the preparation of various reports and notices associated with such activity
 - a. Disburse Surcharge payments as directed by Client to capital providers.
 - b. Maintain accurate, detailed and segregated records of all Surcharges by capital providers, including payments collected, disbursements and other transactions pursuant to the Loans.
- (b) Payment Collection: Function as the master collection agent for the Surcharge cash flows by collecting all Surcharge payments from each municipal or county tax collector or finance department for the benefit of capital providers and the Client.
- (c) Reporting: Provide or make available certain reports to Client, as set forth in Appendix 4.

C-PACE is a straightforward concept and mechanism; however, due to the public-private partnerships and complex financial transactions involved, administering a C-PACE program involves many interwoven tasks and processes.

SECTION IV. PROPOSAL REQUIREMENTS

Each bidder shall carefully examine the RFP and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Bidders should familiarize themselves with all proposal requirements prior to submitting their proposal.



A proposal should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the proposer and the page number.

4.1 Management Qualifications and Eligibility

4.1.1. Describe your organizational structure.

4.1.2. Discuss your firm's experience as a loan servicer. Provide information including:

- Number of accounts currently serviced;
- A description of the type(s), duration, and amount of loans serviced;
- Total loan portfolio size; geographic service area; and number of loan originators involved in loan portfolio.
- List your firm's major loan servicer engagements during the last three (3) years and provide a brief description of each scope of work.
- Describe your existing bank relationships, service contracts, and their impact on MCEC.
- Note experience working with state or federally funded energy efficiency programs.
- Note experience working with Property Assessed Clean Energy (PACE) programs in other jurisdictions.

4.1.3. Provide the names of personnel in the firm who will be assigned to MCEC's account and their experience in performing services similar to those requested in this RFP.

- Include resumes for employees proposed to be involved on MCEC's account.
- Include a description of each employee's function in the company, title, office address, and number of years of service with the firm and other relevant past experience.
- Describe the availability of the lead person(s) for consultation with MCEC, including his or her ability to meet regionally in Maryland. (Resumes may be included as an appendix.)

4.1.4. Describe your firm's experience and expertise working with public entities and local municipalities, particularly agencies, authorities, and instrumentalities of the State of Maryland.

4.1.5. Briefly describe the services you expect to provide to MCEC. Indicate whether your firm is prepared to render the services enumerated in this RFP using its own resources. Discuss the approach your firm would take to meet the requirements of this RFP, including: a specific timeline of milestones for measurable outcomes; expectations for MCEC staff, stakeholder engagement, and plans for graphic presentation in delivery of reports.

4.1.6. Identify any litigation or administrative proceedings to which you are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFP was issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.



4.1.7. Identify the employees that have been the subject of any investigation or disciplinary action by any Maryland ethical or regulatory authority. Describe briefly how any matter was resolved or whether it remains unresolved.

4.1.8. Identify if your firm or any employee has ever been disbarred or suspended by any agency of the U.S. Government or the State of Maryland.

4.1.9. Minority business enterprises are encouraged to respond to this solicitation. Indicate if your firm is a minority and / or woman-owned business enterprise and provide the appropriate certification. If your firm is not a minority and / or woman-owned business enterprise, please provide an explanation of how your firm, if selected, would help MCEC further its policy of promoting participation of minorities and women in the provision of services to it, including services in support of this program.

4.1.10. Indicate the address of the office through which MCEC's account will be primarily serviced, and any anticipated travel or other such costs.

4.1.11. Provide three client references. The list must include references related to projects: (i) On which the proposed principal consultant played a lead role; and (ii) For which the services provided were similar to the services expected to be provided under this RFP. MCEC reserves the right to contact any previous client whether or not provided as a reference.

4.1.12. Provide any other information that you believe would make your firm's representation of MCEC superior to other firms' representation, including descriptions of your firm's role in recommending innovative or unique ideas or concepts.

4.1.13. Ownership of all Materials: Ownership of all data, materials and documentation originated and prepared for MCEC pursuant to the RFP shall belong exclusively to MCEC and be subject to public inspection in accordance with the Maryland's Public Information Act.

4.1.14. Proprietary Information: Trade secrets or proprietary information submitted by Offeror shall not be subject to public disclosure, per the terms of the Maryland Public Information Act. However, the offeror must notify MCEC, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, the page numbers, and state the reasons why protection is necessary. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

4.2 Cost

4.2.1. Provide MCEC with a fee schedule for the services to be rendered as a loan servicer, as outlined in this RFP.



4.2.2. Delineate all costs anticipated to be associated with this work. The rates will include all expenses. Fees will be applicable for the term of the contract between MCEC and the winning Offeror, and all extensions of the contract.

4.2.3. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate you from other proposers and make your firm's services more cost effective for MCEC.

4.2.4. Provide a fee estimate, itemized and in total, for one (1) year of services as a "baseline" scenario, based on the following assumptions:

- Assume the servicing of 350 commercial benefit assessment payment streams with an average benefit assessment amount of \$500,000 and an average term of 15 years, across 90 municipalities, with origination by MCEC or its assigns and 4 additional capital providers. Assume 4 asset sales per year.
- Assume collections activities performed on 1.5% of active accounts and provide a fee estimate based on loans of similar nature.
- Assume customer service activities based on experience of loan portfolio of similar size and nature.
- Provide any additional assumptions necessary to explain your assumption of total annual fees for this baseline scenario.

SECTION V. PROPOSAL FORMAT

5.1 Transmittal Letter

A brief transmittal letter prepared on the Offeror's business stationery should accompany the original and required copies of the two-part proposal. The letter must be signed by an individual authorized to bind the Offeror to all statements, including services and prices, contained in the proposal. The transmittal letter should also indicate that, if selected, the Offeror will execute a contract with MCEC.

5.2 Proposal Body

Proposals should address all items requested in Section 4 of this RFP, including sections 4.1 and 4.2. Each of the elements within those sections is expected to be addressed in all submitted proposals. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to no more than 20 pages.

In addition, the proposal should contain:

- (a) Name of firm.
- (b) Mailing address of the office from which the proposal is being submitted.
- (c) Name of individual who will represent firm as primary contact person on matters relating to the proposal
- (d) Telephone number, fax number, and E-mail address, if applicable.



SECTION VI. PROPOSAL EVALUATION

Proposals meeting the RFP requirements will be evaluated as follows:

A selection committee consisting of MCEC staff and outside subject matter experts will review the Proposals to determine if they each meet the requirements of this RFP. Following this review, MCEC may develop a short list of Offerors who will be eligible for further consideration and will be asked to interview with and/or make oral presentations to the selection committee as set forth in Section 2.5 above. Following any presentations or, if the selection committee believes that it has sufficient information based upon its review of the Proposals without presentations, the selection committee will recommend an Offeror to the MCEC Board of Directors for approval. The selection committee's recommendation, and any final Board approval, will be based upon the determination of the selection committee and the Board, in their sole judgment, as to which Proposal would provide MCEC with the most advantageous and comprehensive combination of technical expertise, reputation, and price, while also assessing the minority business enterprise goals of MCEC.

6.1 Evaluation Criteria

- Program Requirements: Has the proposer accepted the program requirements and approach without major exceptions?
- Servicing Experience: Did the proposer provide specific examples, amounts of loans offered, number of customers serviced, collections experience, etc.?
- Program Administration Experience: Has the proposer demonstrated that their firm has the experience and expertise to perform the requested tasks?
- Program Enhancements: Does the proposal offer additional elements to enhance and/or streamline the program, such as loan tracking systems with a borrower-accessible interface for loan status and tracking purposes?
- Cost: Both the total cost and the overall proposal offer value will be considered.

SECTION VII. APPENDICES

Appendices

Appendix 1	Form of Contract
Appendix 2	Bid/Proposal Affidavit
Appendix 3	Contract Affidavit
Appendix 4	Reporting Requirement Summary
Appendix 5	MCEC RFP: MDPACE Program Administration-2021