



## REQUEST FOR QUALIFICATIONS

### Infrastructure as a Service

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

**RELEASE DATE:** Monday, August 14<sup>th</sup>, 2023

**PRE-SUBMITTAL CONFERENCE:** Monday, August 28<sup>th</sup>, 2023

**SITE VISITS:** N/A

**QUESTIONS DUE:** ~~Friday, September 1<sup>st</sup>, 2023~~  
Friday, September 15<sup>th</sup>, 2023

**QUALIFICATIONS DUE DATE:** ~~Friday, September 8<sup>th</sup>, 2023~~  
Friday, September 29<sup>th</sup>, 2023

**ANTICIPATED  
AWARD DATE:** Friday, October 27<sup>th</sup>, 2023

**PROCUREMENT  
OFFICER:** Ben Rupert, Director of Procurement  
Maryland Clean Energy Center  
Email: [brupert@mdcleanenergy.org](mailto:brupert@mdcleanenergy.org)  
Phone: (202) 556-1565

**DIRECT INQUIRIES TO:** Procurement Officer

**Offerors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render an Offeror's Qualifications Submittal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Section 1.5 of this solicitation. Any exceptions to MCEC terms and conditions are not binding unless they are negotiated and affirmatively deemed mutually agreeable by the Offeror and MCEC in an executed contract. MCEC is not required to negotiate changes to its terms and conditions.**



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## **SECTION I. PROCUREMENT INSTRUCTIONS**

### **1.1 Introduction and Background Info**

The Maryland Clean Energy Center (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.

MCEC and the Clients we support have established policy mandates and developed goals to significantly reduce greenhouse gas emissions in the near term. These goals and mandates will be challenging to achieve, and it is critical that we add project development resources to our toolbox in order to meet them.

Through this Request for Qualifications (RFQ), MCEC seeks to establish a partnership with a qualified service provider or providers that will support MCEC and its Clients in achieving certain greenhouse gas emissions reductions, as well as vehicle electrification goals and building performance standards, by providing turnkey solutions for upgrading, replacing and/or expanding physical infrastructure, including but not limited to facilities, fleet vehicles and transportation infrastructure and electrification.

The desired overall outcomes include reducing GHG emissions and achieving a lower total cost of usage, including the specific outcomes of reduced operating costs, reduced ownership liability, and increased productivity.

### **1.2 Issuing Office; Procurement Officer**

Maryland Clean Energy Center  
5000 College Ave  
Suite 31010  
College Park, Maryland 20740  
Procurement Officer: Ben Rupert

Phone: (202)-556-1565  
E-mail: [brupert@mdcleanenergy.org](mailto: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.



### 1.3 Schedule of Events

Event	Date
RFQ Release Date	Mon. August 14 <sup>th</sup> , 2023
Deadline for Receipt of Questions	<del>Fri. September 1<sup>st</sup>, 2023</del> Fri. September 15 <sup>th</sup> , 2023
Proposal Due Date	<del>Fri. September 8<sup>th</sup>, 2023</del> Fri. September 29 <sup>th</sup> , 2023
Tentative Date of Contract Award	Fri. October 27 <sup>th</sup> , 2023

### 1.4 Pre-proposal Conference

A pre-submittal conference will be held virtually via Zoom on Monday, August 28<sup>th</sup> 2023 from 10:00 AM – 11:00 AM. To Register: Send email to [lmingo@mdcleanenergy.org](mailto:lmingo@mdcleanenergy.org)

### 1.5 Questions and Inquiries

All questions and inquiries must be directed to the Procurement Officer identified in Section 1.2 above. Questions must be submitted in writing by email and received by the Procurement Officer before 5:00 PM ~~Friday, September 1<sup>st</sup>, 2023~~ **Friday, September 15<sup>th</sup>, 2023**. Oral questions will not be accepted. If a question or inquiry pertains to a specific section of the RFQ, the page and section number(s) must be referenced.

### 1.6 Submission Deadline

In order to be eligible for consideration, responses must be received by no later than 5:00 PM ~~Friday, September 8<sup>th</sup>, 2023~~ **Friday, September 29<sup>th</sup>, 2023**. Offerors must email responses to the Procurement Officer at [brupert@mdcleanenergy.org](mailto:brupert@mdcleanenergy.org) 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.

### 1.7 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.



## **1.8 Electronic Distribution**

This RFQ 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 Purpose**

Through this Request for Qualification and Proposal ("RFQ"), MCEC seeks to establish a partnership with a qualified party(s) ("Service Provider") that will support MCEC and our Clients in achieving climate and energy goals by providing turn-key solutions for upgrading, replacing and expanding physical and facility infrastructure, including but not limited to fleet vehicles and related services, transportation systems (ports, bridges, tunnels, etc.) building infrastructure (roofs, HVAC, elevators, windows, etc.), energy and water systems, and lighting and emergency management systems.

The Service Provider will pay for 100% of design, materials and installation and will ensure that assets are continually maintained in a state of good repair through a usage-based utility-like fee model. For most projects, the Service Provider will own the respective infrastructure assets ("Assets"), and will make such Assets available so that MCEC and/or our Clients may use them on an "as needed" basis for the provision of services to constituents.

### **2.2 Revisions to the RFQ**

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

### **2.3 Cancellation of the RFQ; Rejection of All Proposals**

MCEC may cancel this RFQ, 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 RFQ, 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 RFQ.

## **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 5:00 PM ~~Friday, September 8<sup>th</sup>, 2023~~ **Friday, September 29<sup>th</sup>, 2023** via email to the following address: [brupert@mdcleanenergy.org](mailto:brupert@mdcleanenergy.org).

## **2.8 Multiple Proposals**

Multiple and Alternate proposals will not be acceptable.

## **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 son 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 RFQ, 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 RFQ, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFQ 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 RFQ.

#### **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 RFQ. 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 provisions:



1. The Contract and Contract modifications executed by both parties;
2. This RFQ; and
3. Offeror'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 more than one award under this solicitation, but is not precluded from selecting a single 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 RFQ 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 Offeror.

### **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 Term**

A Master Services Agreement, if awarded pursuant to this RFQ, shall begin on the date that the Agreement is signed by both parties and continue for one year, with four one-year renewal options, provided that





either party gives the other notice of non-renewal at least thirty (30) days before the end of the expiring term, as applicable, to stop the automatic renewal of this Agreement.

Future Task Order contracts contemplated under a Master Services Agreement, including Service Addendums, will be structured as month-to-month commitments. Prior to MCEC issuing to Service Provider a notice to proceed with installation (“NTP”) of a specific Asset, MCEC shall retain the right to cancel any Service Addendum.

### **2.22 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 I all subcontracts. Contractor shall provide actual notice of the foregoing to employees and applicants for employment.

### **2.23 CONTRACT PAYMENTS**

PAYMENTS UNDER ANY CONTRACT OR FOR ANY TASK WILL BE MADE BY MCEC TO VENDOR ONLY FROM CORRESPONDING FUNDS RECEIVED BY MCEC FROM A CLIENT OR WHICH ARE OTHERWISE AVAILABLE FOR THAT PURPOSE. MCEC WILL NOT, AND IS UNDER NO OBLIGATION TO, PAY VENDOR FOR ANY WORK IF MCEC DOES NOT HAVE FUNDS, EITHER FROM A CLIENT OR OTHERWISE AVAILABLE FOR THE PROJECT, AND DESIGNATED TO PAY FOR WORK OF VENDOR UNDER THE CORRESPONDING CONTRACT. THE OBLIGATION TO PAY AMOUNTS UNDER ANY CONTRACT IS NOT A DIRECT OR INDIRECT OBLIGATION OF MCEC OR THE STATE. PAYMENTS BEING HELD BELOW ARE NOT AVAILABLE FOR PAYMENT.

IN ADDITION TO ANY OTHER AVAILABLE REMEDIES, MCEC AND ITS CLIENTS RESERVE THE RIGHT TO REDUCE OR WITHHOLD PAYMENTS UNDER ANY OR ALL CONTRACTS (INCLUDING CONTRACTS FOR MULTIPLE PROJECTS) IN THE EVENT VENDOR DOES NOT PROVIDE MCEC AND ITS CLIENTS WITH ALL REQUIRED DELIVERABLES WITHIN THE TIMEFRAME SPECIFIED IN ANY CONTRACT OR VENDOR OTHERWISE BREACHES THE TERMS AND CONDITIONS OF ANY CONTRACT.

## **SECTION III. SCOPE OF SERVICES AND REQUIREMENTS**

### **3.1 Background**

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 bring a wide range of perspectives and experience to our operations. MCEC employs a small staff and the Attorney General’s Office provides legal services to the organization.

### 3.2 RFQ Objectives and Services Sought

#### Objective:

The objective of this solicitation is to enable MCEC to procure the services of qualified professional Service Providers via entering into a Master Service Agreement(s) (“MSA Contract”) to facilitate timely and economical procurement of clean energy transportation and infrastructure improvements to meet our customers’ diverse and rapidly evolving needs. Qualified Offerors awarded a Master Service Agreement subsequent to this RFQ will act to protect MCEC and its customers’ interest, keeping any and all work specified via future Task Order(s) under fiscal control, on schedule and providing total quality assurance management driving towards the desired outcomes.

#### Specifications:

MCEC seeks qualified and reputable Service Providers who are experienced in implementing financial programs to provide infrastructure and assets as a service, focusing on:

- Energy efficiency
- Energy generation and distribution, including storage and asset and system management
- Transportation systems, including electric and alternative fuel vehicle integration and associated infrastructure.

We seek proposals which will facilitate offering “Infrastructure as a Service” to MCEC’s Clients, incorporating the following primary parameters:

- **Scalability:** Highly scalable solutions are preferred, including the ability to “start small” and ramp up in order to prove concept.
- **Experience:** Demonstrated experience with similarly specified projects is desired.
- **Comprehensive Model:** The service provider should pay for 100% of the ownership cost of all assets, including fleet vehicles, and provide them to MCEC and its Clients on an “as-needed” basis. In addition, service providers should ensure assets are continually maintained in a state of good repair through a usage-based utility-like fee mode based on percentage of identified revenue stream. There shall be no upfront payment required from MCEC or its Clients.



- **Primary Desired Outcome:** The desired overall outcome is a lower total cost of usage for MCEC Clients, including the specific outcomes of reduced operating costs, reduced ownership liability, consideration of performance and reliability, and increased productivity.

### **Usage Fee Rates**

Service Providers must submit pricing for their products, services and warranties in Usage Fee Rates.

Capital Recovery Mechanism: All Proposals must include provisions for MCEC buyout at the MCEC convenience. Please explain the buyout provisions and clearly identify any penalties for early termination, change or payoff.

The proposal should provide that the Service Addendum can include additional contractual obligations upon mutual agreement.

Once Service Providers are evaluated for qualification, the determination of the best qualified bidder will be made by considering:

- 1) Lowest expected Cost of Usage over the useful life of the Assets (generally 30+ Years)
- 2) Simplicity of contract and financial structure
- 3) Speed of execution
- 4) Quality of design and engineering
- 5) Design for reliability, safety, and performance
- 6) Conformance to MCEC processes and preferences

**'Value-Add' Products and Service-Response.** MCEC is soliciting value added services and asks each Service Provider to include with their Proposal, descriptions for each class of item and service listed above on which they provide rates or rate structures, if different from the sealed rates being submitted. Service Provider should include any additional information that MCEC should have when making its decision concerning contract award(s).

**Warranty information.** Service provider should include all maintenance and repair costs in proposed usage rate(s).

The Best Value Proposal will be determined in MCEC's sole discretion, considering the best interests of MCEC over the useful life of the Assets.



### 3.3 Task Order Award Process

This RFQ contemplates a multiple-step, indefinite delivery, indefinite quantity, contracting process, as follows:

- i. MCEC and Service Provider enter into a Master Service Agreement.
- ii. MCEC and its Clients then identify a specific project (installation of assets) to be completed, pursuant to the terms of the Contract, and issue a corresponding "Task Order Request for Proposal" to the Service Provider(s) which have been awarded Contracts.
- iii. Service Provider(s) then provide MCEC with a proposal, including calculation of the reasonably expected Usage Fee Rate and the projected cost for use of the Service Provider's equipment or materials over their useful life, with such calculation specifying the cost of the equipment, installation, service and warranty.
- iv. Upon acceptance of the proposal, including proposed Usage Fee Rate, by MCEC and or its Clients, MCEC will create a Task Order Contract under the Master Services Agreement to implement the project with Service Provider, pursuant to the terms proposed in its response to this RFQ.
- v. A Task Order Contract may be awarded for a single project or customer, or for multiple projects and customers, or for a particular service.
- vi. When MCEC determines that it will proceed with a Task Order Contract, MCEC will make an initial determination of which services may be required for the project and invite the Contractor(s) for discussions on the scope of the proposed project and any anticipated services.
- vii. Depending upon the outcomes of the discussions, MCEC may invite one or more of the awarded Contractors within the specialty area to submit a proposal for the services and attempt to negotiate a scope of work for the Task Order. If the negotiations are mutually acceptable, then MCEC will award a Task Order. If the negotiations are unsuccessful, MCEC may negotiate with other awarded Contractors or find an alternative solution.
- viii. Time is of the essence for certain projects. If an invited Contractor fails to respond in accordance with the reasonable requirements of the Contract Administrator, the Contractor may be removed from consideration for the project and for future projects.



## SECTION IV. PROPOSAL REQUIREMENTS

Each bidder shall carefully examine the RFQ and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFQ 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 Offeror and the page number.

### 4.1 Management and Qualifications

If the proposal is responsive or reasonably susceptible of being considered for award, MCEC must determine, in addition, that an Offeror is "Responsible". The Procurement Officer and/or the Technical Evaluation Team will determine responsibility based upon the following factors:

- **Experience:** Determined by examining submitted and/or readily available public files, which indicate Offeror's past performance. Please provide recent example projects as applicable;
- **Integrity, Perseverance, and Reliability:** Determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs including any International Organization of Standards (ISO) and other certifications;
- **Capacity, Facilities, and Equipment:** Determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate; and
- **Financial Capacity:** Determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities.

In addition, please provide answers to the following:

4.1.1. Describe your organizational structure.

4.1.2. The financial strength and integrity of prospective service providers are critical. Prior to the award of a contract, vendors must provide a Federal Tax ID Number and D&B number. Additionally, MCEC may request copies of Dun and Bradstreet (D&B) reports.

4.1.3. Briefly discuss your firm's overall experience, including experience with public and private financial markets. In particular, describe any services you have performed for programs of similar nature to that requested herein.

4.1.4. Describe any technical knowledge or related expertise which may be of benefit to MCEC and its Clients. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned as consultants related to the proposed Scope of Work.



4.1.5. 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 RFQ. Include resumes for all 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 Program Administrators, including his or her ability to meet with Program Administrators. (Resumes may be included as an appendix.)

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

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

4.1.8. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's involvement with MCEC. If conflicts do or might exist, describe how your firm would resolve them.

4.1.9. 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 RFQ was issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.

4.1.10. 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.

4.1.11. 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.

4.1.12. 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 furnish information on the number and percentages of minorities and women among the employees of the firm; a copy of the firm's affirmative action or equal opportunity plan or other commitment to affirmative action and equal employment opportunity; and 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 its financing program. Future projects contemplated as a result of this RFQ must attempt to meet or exceed State of Maryland MBE participation requirements for State agencies.



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

4.1.14. 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 RFQ. MCEC reserves the right to contact any previous client whether or not provided as a reference.

4.1.15. 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.

## **4.2 Cost**

4.2.1. Delineate all cost elements anticipated to be associated with this work. Provide usage service agreement rates. The rates will include all expenses. Fees will be applicable for the term of any future contract between MCEC and the winning Offeror(s), and all extensions of the contract(s).

4.2.2. 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.

4.2.3. Provide a detailed breakdown of the cost components and assumptions used in setting the utility fees in the proposal.

## **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 RFQ, 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 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.
- (e) Hourly rates for no more than four classes of personnel: principal, professional, para-professional, and staff. The rates will include all expenses.

**SECTION VI. PROPOSAL EVALUATION**

Proposals meeting the RFQ 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 RFQ. 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.

**SECTION VII. APPENDICES**

- Appendix 1                      Bid/Proposal Affidavit
- Appendix 2                      Form of Contract
- Appendix 3                      Contract Affidavit