

1. Reference: RFQ Section 6 – *Appendices*

Question: “The appendices at the end of the RFQ came over as other than links. I can’t access them, per RFQ instructions.”

Answer: MCEC uploaded a revised RFQ including the Appendixes 8/23/23.

2. Reference: RFQ Section 3.2 – *RFQ Objectives and Services Sought*

Question: “The RFQ asks for Usage Based Fee pricing to be provided. As you know, without any indication of a building size or type, use-case for the charging infrastructure (employee vs fleet charging), or type of water system, we are limited in how we can provide pricing.

Our response to the EaaS RFI (*clarification: this was not an MCEC solicitation/RFI*) did not include pricing but rather highlighted how we would structure a contract.

Do you have any guidance on what exactly the Usage Based Fee would be used for in this response? We are hesitant to provide blanket pricing and be held to this number without any indication of what type of project it might be, let alone the actual site/building.”

Answer: MCEC understands the confusion stemming from how Usage Based Fee pricing was requested. To clarify, at this RFQ stage, MCEC is interested in how future contracts would be structured, including an itemization of necessary cost elements. We appreciate that the scope is not defined specifically at this stage, and it is not our intent to obtain blanket pricing at this stage.

3. Reference: RFQ Section 3.2 – *RFQ Objectives and Services Sought*

Question: “MCEC is seeking Usage Based Fee pricing for vehicles as well. Vehicle financing is not typically structured on a mileage basis but rather a monthly operating lease type structure with additional limits on usage. Do you have any insight as to how MCEC is seeking to contract for the vehicles with this in mind?”

Answer: Again, MCEC understands the confusion stemming from how Usage Based Fee pricing was requested. To clarify, at this RFQ stage, MCEC is interested in how future contracts would be structured, including an itemization of necessary cost elements. We appreciate that vehicle financing is not typically structured on a mileage basis, and it is not our intent to mandate that future vehicle financing is structured in a specific way at this stage.

4. Reference: RFQ Section 3.2 – *RFQ Objectives and Services Sought*

Question: “The RFQ is light on details for water systems. Any idea if this refers to wastewater treatment or water utility contracts?”

Answer: MCEC’s intent is to keep this RFQ broad and “light on details”, to a large extent. MCEC will consider proposals for either water or wastewater Infrastructure as a Service opportunities. We are primarily interested in understanding the future contract structure, including itemization of necessary cost elements, as well as standard terms including termination, with the understanding that there is a very broad range of potential applicability, and the details will be specified via future contract, if and when developed.

5. Reference: RFQ Section 2.1 – *Purpose*

Question: I am seeking clarification on the underlined language: “*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.*”

Answer: By “turn-key solutions”, MCEC seeks to convey that we are seeking submittals from vendors who are capable of providing Service Contracts for infrastructure efficiency, major maintenance, and upgrade projects.

6. Reference: RFQ Section 3.2 – *RFQ Objectives and Services Sought*

Question: “I am seeking clarification on the underlined language: “MCEC seeks qualified and reputable Service Providers who are experienced in implementing financial programs to provide infrastructure and assets as a service.”

Answer: By “implementing financial programs”, MCEC seeks to convey that we are seeking submittals from vendors who have experience with and the financial capacity to develop and complete major infrastructure efficiency, maintenance and upgrade projects and offer them “as a Service” to MCEC and its Clients.

7. Reference: RFQ Section 2.1– *Purpose*

Question: “What are you are looking for in terms of contract structure, and for what exactly? From reading the document, MCEC will not be the owner of the projects or the offtake or the beneficiary. So are you trying to mediate/broker some of these infrastructure deployments? And will contracting happen between a Service Provider X and a certain Company/Jurisdiction, asking for these services?”

Answer: Through this RFQ, MCEC is seeking submittals from vendors in order to develop a roster of pre-qualified firms that can deliver infrastructure efficiency, maintenance and upgrade projects as a service to our Clients. Any future contract, if awarded, will be between MCEC and the awarded vendor to provide the specified service to our Client via a Master Services Agreement. MCEC has uploaded a revised RFQ, including the Appendices, on 8/23/23, along with a template ‘Form of Contract’.

8. Reference: RFQ Section 2.14 – *Bid/Proposal Affidavit*

Question: “It says there was an attached affidavit, but we did not see this document. Has it been released?”

Answer: This was a mistake on our part, and the Appendices should have been included with the original RFQ. MCEC has uploaded a revised RFQ including the Appendices 8/23/23.

9. Reference: RFQ Section 3.2– *RFQ Objectives and Services Sought*

Question: “The RFP asks for indicative pricing, but it does not say what we are pricing. Is there a Scope of Services?”

Answer: MCEC understands the confusion stemming from the indicative pricing request. To clarify, at this RFQ stage MCEC is interested in how future contracts would be structured, including an itemization of necessary cost elements. It is not our intent to define the scope

specifically at this stage, therefore our pricing request is broad and focused on structure and necessary cost elements, and details as applicable.

10. Reference: RFQ Section 3.2– *RFQ Objectives and Services Sought*

Question: “Please confirm that it is acceptable to for a company with extensive experience designing, building, operating, maintaining, and guaranteeing the performance of energy and building infrastructure assets to respond to the Infrastructure as a Service (IaaS) RFQ without partnering with an investor or provider of capital.”

Answer: MCEC confirms that it is acceptable for a firm to submit a proposal demonstrating their experience developing and implementing related projects and with the clarification that specific capital partner(s) will be determined in the future.

11. Reference: RFQ Section 2.17 – *Contract Award*

Question: “Is there a predetermined number of vendors to be selected for this RFQ?”

Answer: No

12. Reference: RFQ Section 5.2 – *Proposal Body*

Question: “Is the requirement regarding the number of pages set at 20 pages, counting both front and back?”

Answer: Yes, MCEC will accept double-sided proposals and agrees to make the 20-page requirement flexible for this RFQ, with the caveat that MCEC’s goal is to obtain concise proposals.

13. Reference: RFQ Section 1.3 – *Schedule of Events*

Question: “Is there a possibility of requesting an extension for the proposal submission deadline?”

Answer: Yes. MCEC has received numerous requests to extend the proposal submission deadline for this RFQ, and we have adjusted as specified in the revised RFQ which has been posted to MCEC’s RFP Bulletin Board: <https://www.mdcleanenergy.org/resources/rfp-bulletin-board/>

14. Reference: RFQ Section 1.5 – *Questions and Inquiries*

Question: “What is the anticipated method for receiving notifications about any updates to the RFQ?”

Answer: MCEC will send updates directly to all parties who have submitted questions and/or participated in our pre-submittal conference on 8/28/23. In addition, all updates will be posted publicly on MCEC’s RFP Bulletin Board: <https://www.mdcleanenergy.org/resources/rfp-bulletin-board/>

In order to ensure that you receive future MCEC solicitation announcements, please subscribe to our mailing list via the following link, and check the box next to “Business Development & Career Announcements: <https://www.mdcleanenergy.org/resources/mcec-currents/subscribe/>

15. Reference: RFQ Section 5.2 (e) – *Proposal Body*

Question: “Concerning the four classes of personnel: Can you please provide details regarding what MCEC is requesting, and which categories should be retained, and what

shouldn't? Could a brief role description for the retained categories also be included?"

Answer: Regarding the requested rates per labor category: Please provide your firm's rates for labor categories that most closely match the categories specified in the RFQ, and note additional considerations in the proposal.

16. Reference: RFQ Section 2.1 - *Purpose*

Question: "Given that MCEC is a State entity, is there an opportunity for private entities to benefit from this?"

Answer: Future contract(s), if awarded by MCEC, may be used by entities which have Memorandum of Understanding Agreements with MCEC, including private entities as applicable.

17. Reference: RFQ Section 7 - *Appendices*

Question: "Is there a provided template for the contracting format, and the pricing format?"

Answer: The template for the contracting format is included as Appendix 2, "Form of Contract". For this RFQ, MCEC has not provided a pricing model and prefers that Offerors propose their model.

18. Reference: RFQ Section 3.2 – *RFQ Objectives and Services Sought*

Question: "Regarding the pricing to provide in this RFQ, we don't think the hourly rate is applicable to us. We don't provide consultancy services, rather we develop, own, operate solar and storage projects. So can we skip that question?"

Answer: Yes, you may skip that question, and provide your note above as a response.

19. Reference: RFQ Section 7 - *Appendices*

Question: "In the "on call service agreement" there are "project price" and "time of completion" sections. Given the complete uncertainty of what future project may look like, do we leave those blank?"

Answer: The only location in which the "On-Call Service Agreement" appears is Appendix 2, as a sample form of contract. This Appendix is provided for informational purposes only, and is not a document to be completed as part of a proposal.

20. Reference: RFQ Section 7 - *Appendices*

Question: "Which of the three Appendices need to be signed? The Appendix 2: Form of Contract, seems to be an example, so it's probably not necessary? Must the two affidavits be executed and returned with the rest of the application, and if so, are scanned copies OK?"

Answer: Appendix 1, the "Bid/Proposal Affidavit" must be completed and submitted with your proposal. Appendix 3, the "Contract Affidavit" may be completed and submitted with your proposal, or will be required if your firm is selected for contract award.

21. Reference: RFQ Section 5.2 – *Proposal Body*

Question: "Regarding the length of the proposal – 20 pages max, is that the total length excluding the resumes and affidavits?"

Answer: Yes, this is the total length without inclusion of resumes and affidavits.

22. Reference: RFQ Section 5.2 – *Proposal Body*

Question: “Is the transmittal letter part of the 20-page limit?”

Answer: No, the transmittal letter is not part of the 20-page limit.

23. Reference: RFQ Section 2.23 – *Contract Payments*

Question: “Vendor understands that MCEC will be the conduit for payment. However the RFQ language “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” leaves the obligation uncertain and open ended. Upon reading this, Vendor’s reaction is that we would be contracting with the particular customer as well as with MCEC as the conduit. I’m sure it is understandable that we need to confirm some party as responsible for payment. What is the process contemplated for such assurance? What is your reaction to Vendor contracting with the customer in addition to working through MCEC? Please advise.”

Answer: The responsibility for payment is to be further defined via a future Task Order level contract, if and when developed. MCEC supports all responders to this RFQ contracting directly with our MOU clients, in addition to working through MCEC.

24. Reference: RFQ Section 5.2 – *Proposal Body*

Question: “The notion of 20 pages was not clearly answered on the pre-call. We don’t see how it may be practical to have 20 pages “front and back”. Please advise on any latitude here. Vendor doesn’t want it to get out of hand, but for purposes of explanation we may need a few more pages than 20. Please advise.”

Answer: MCEC agrees to make the 20-page requirement flexible for this RFQ, with the caveat that MCEC’s goal is to obtain concise proposals.

25. Reference: RFQ Section 7 - *Appendices*

Question: “We understand and will be attaching the Bid/Proposal Affidavit, and we understand that the Contract Affidavit will be required upon further final action, but Appendix 2, the Form of Contract (On-Call Services Agreement) actually somewhat mirrors the 10-page MUSA that was sent several months ago for your review and understanding, and indeed, it has “draft” watermarked over it. As our MUSA is our approved master template, and subsequent individual projects would be addenda under that, please advise as to the firm nature of your Form of Contract as appended or whether that is simply a preferred template which may be merged upon mutual review. As the MUSA has been sent months ago, we are prepared to attach an Overview further explaining and describing our contractual relationship. SP does not see any conflict, and the SP infrastructure as a service model requires the application of the standard MUSA subject to negotiations and mutually agreement modifications. So, we are unclear as to whether mutual agreement on a master is possible or whether acceptance of appendix 2 is a proposal response requirement. Please advise.”

Answer: Future contracts, if awarded as a result of this RFQ, will be developed by MCEC using our template, in collaboration with vendors. Appendix 2 is specified as a *Sample* and as such does not need to be accepted as part of a proposal.