



REQUEST FOR QUALIFICATIONS

Town of Chestertown, MD Solar Development

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

RELEASE DATE: Thursday, September 5th, 2024

PRE-SUBMITTAL CONFERENCE: Thursday, September 19th, 2024

SITE VISITS: N/A

QUESTIONS DUE: Monday, September ~~23rd~~ 30th, 2024

QUALIFICATIONS DUE DATE: Monday, October ~~7th~~ 21st, 2024

**ANTICIPATED
AWARD DATE:** Monday, November 4th 18th, 2024

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

**MBE SUBCONTRACTING
GOAL:** 30%

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.



TABLE OF CONTENTS

SECTION I: PROCUREMENT INSTRUCTIONS..... 3

SECTION II: GENERAL INFORMATION..... 5

SECTION III: SCOPE OF SERVICES AND REQUIREMENTS..... 15

SECTION IV: PROPOSAL REQUIREMENTS 18

SECTION V: PROPOSAL FORMAT..... 21

SECTION VI: PROPOSAL EVALUATION 21

SECTION VII: APPENDICES..... 22



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 created by the General Assembly with a statute-directed mission to advance clean energy and energy efficiency products, services, and technologies as part of a specific economic development strategy. MCEC and the Clients we support have established policy mandates and developed goals to significantly reduce greenhouse gas emissions in the near term. MCEC is excited to be working the Town of Chestertown to facilitate the development of a solar project that will serve the community and the municipality.

The selection of an Energy Services Company(s) (“Vendor(s)”) under this RFQ is anticipated to be the initial step in developing a Master Services Agreement (MSA) between MCEC and a Vendor(s) to develop and deliver Solar and other clean energy solutions at the Town. It is envisioned that the MSA will be for an initial term of three (3) years, with the possibility of two (2) two-year annual extensions to the initial term. It is anticipated that unique Task Orders will be issued under the MSA(s) between MCEC and the Vendor(s), on behalf of the Town, with the first Task Order addressing development of an approximately 2.0 MW (AC) solar project as described in this RFQ.

About the Town of Chestertown

Founded in 1706, Chestertown, Maryland, is located on Maryland’s Eastern Shore and serves as the Seat of Kent County. The town has a population of about 5,500 and growing.

The town’s environmental committee has set a goal of making significant changes to their energy use, catalyzing the development of this RFQ and future solar project. Specific high priority targets for the Town include:

- Producing and using renewable energy
- Conversion of lighting to LEDs
- Movement away from fossil fuels for building heating
- Transition to electric vehicles for town functions
- Increased energy efficiency where possible
- HVAC upgrades

The current State of Maryland greenhouse gas (GHG) emissions reductions goals formalized via the Climate Solutions Now Act (CSNA) require a 60% GHG reduction by 2031, and net-zero emissions by 2045. Transitioning to Solar Energy is a primary strategy for reducing carbon emissions. Maryland continues to experience growth in solar transition. This growth is supported by technological advancements, state and federal incentives, as well as public and private sector incentives.



The Town’s long-term vision is that the investment in this solar project will both save money on electric costs in the near term and provide a positive cash flow over the life of the asset. The Town intends to re-invest the dividends from this project into other decarbonization initiatives, including HVAC, infrastructure and electrification of their vehicle fleets.

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

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	Thu. September 5 th , 2024
Deadline for Receipt of Questions	Mon. September 23rd 30 th , 2024
Qualifications Due Date	Mon. October 7th 21 st , 2024
Tentative Date of Contract Award	Mon. November 4 th 18 th 2024

1.4 Pre-proposal Conference

A pre-submittal conference will be held virtually via Zoom on Thursday, September 19th 2024 from 11:00 AM – 12:00 PM. To register, click on the following link: [Pre-Submittal Conference-RFQ: Chestertown Solar Development](#). For assistance with registration, please send an email to lingo@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



EST Monday, September ~~23rd~~ 30th, 2024. 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 Monday, October ~~7th~~ 21st, 2024. Offerors must email responses to the Procurement Officer at 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. In addition, all updates will be posted publicly on MCEC's RFP Bulletin Board: <https://www.mdcleanenergy.org/resources/rfp-bulletin-board/>. To ensure that you receive general procurement correspondence, including 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/>.

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) ("Vendor") that will support the implementation of a solar project that will serve the town's municipality and local community.

The Vendor will be responsible for managing the solicitation of Community Solar membership and the administration of the Community Solar accounting. The intent is for the Community Solar to be restricted to Chestertown residents or businesses, with 50% of the Community Solar power output dedicated to Low and Moderate ("LMI") households.



2.2 Revisions to the RFQ

MCEC reserves the right to amend this RFQ at any time prior to the proposals 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 Monday, October 7th, 2024 via email to the following address: 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

Offeror 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 3 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 5 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 submittal.

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 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 Offerors 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 an initial term of three (3) years, with the possibility of two (2) two-year annual extensions to the initial term, 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.

2.22 Non-Discrimination in Employment

Vendor 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, Vendor shall include a clause similar to this clause in all subcontracts. Vendor 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 CHESTERTOWN 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 CHESTERTOWN 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 CHESTERTOWN 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 CHESTERTOWN WITH ALL REQUIRED DELIVERABLES WITHIN THE TIMEFRAME SPECIFIED IN ANY CONTRACT OR VENDOR OTHERWISE BREACHES THE TERMS AND CONDITIONS OF ANY CONTRACT.

2.24 Minority Business Enterprise Goals

- (a) Establishment of Goal and Subgoals.** An overall minimum MBE subcontractor participation goal of 30% of the total contract dollar value, including all option years, if any, has been established for this RFQ.

In addition, the following subgoals categories could be established for this procurement (Subgoals and subgroups will be identified on a project-by-project basis):

- (i) (African-American subgoal percentage) % for African-American MBEs;**
- (ii) (Asian-American subgoal percentage) % for Asian-American MBEs;**
- (iii) (Hispanic-American subgoal percentage) % for Hispanic-American MBEs; and**
- (iv) (Woman-Owned subgoal percentage) % for Woman-Owned MBEs.**

Notwithstanding any subgoals established above, the Vendor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation.

- (b)** The Minority Business Enterprise participation instructions and forms can be found here: [MBE Forms](#).
- (c)** A Vendor shall include with its Qualifications Submittal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:
- (i)** The Vendor acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractor was treated fairly in the solicitation process; and
 - (ii)** The Vendor responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Qualifications Submittal submission. The Vendor shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a



Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

(iii) A Vendor requesting a waiver should review Attachment D-1 B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Vendor fails to submit a completed Attachment D-1A with the Qualifications Submittal as required, the Procurement Officer shall determine that the Qualifications Submittal is not reasonably susceptible of being selected for award.

- (d) Vendors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- (e) Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Vendor must provide the following documentation to the Procurement Officer:
 - (i) Outreach Efforts Compliance Statement (Attachment D-2);
 - (ii) MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
 - (iii) Any other documentation required by the Procurement Officer to ascertain Vendor responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- (f) A current directory of certified MBEs is available through the Maryland State Department of Transportation (MOOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-



6056, or TTY (410) 865-1342. The directory is also available on the MOOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MOOT-certified MBEs may be used to meet the MBE subcontracting goals.

- (g) The Vendor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide MCEC with ongoing monitoring of MBE participation:
 - (i) Attachment D-4A (Prime Vendor Paid/Unpaid MBE Invoice Report);
 - (ii) Attachment D-48 (MBE Prime Vendor Report, if applicable); and
 - (iii) Attachment D-5 (MBE Subcontractor Unpaid MBE Invoice Report).
- (h) A Vendor that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- (i) All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Vendor in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Qualifications Submittal for order of precedence purposes (see Contract – Appendix 4).
- (j) The Vendor is advised that liquidated damages will apply in the event the Vendor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract -Appendix 4, "Liquidated Damages" clause).
- (k) As set forth in COMAR 21.11.03.12-1 (D), when a certified MBE firm participates on a Contract as a Prime Vendor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.



In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractor used to meet those goals. If dually-certified, the MBE Prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

- (I) With respect to Contract administration, the Vendors shall:
- (1) Submit to MCEC's designated representative by the 10th of the month following the reporting period: a. A Prime Vendor Paid/Unpaid MBE Invoice Report listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and b. (If Applicable) An MBE Prime Vendor Report identifying an MBE Prime's self-performing work to be counted towards the MBE participation goals.
 - (2) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report that identifies the Contract and lists all payments to the MBE subcontractor received from the Vendor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
 - (3) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractor employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Vendor and furnished to the Procurement Officer on request.
 - (4) Consent to provide such documentation as reasonably requested and right-of-entry at reasonable times for purposes of the MCEC's representatives verifying compliance with the MBE participation obligations. Vendor must retain all



records concerning MBE participation and make them available for MCEC inspection for three years after final completion of the Contract.

- (5) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

2.25 Veteran-Owned Small Business Enterprise Goal

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

2.26 Living Wage Requirements

- (a) Maryland law requires that Vendors meeting certain conditions pay a living wage to covered employees on MCEC service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Vendor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- (b) If subject to the Living Wage law, Vendor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Vendor understands that failure of Vendor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- (c) Vendors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement found [here](#) with their Qualifications Submittals. If a Vendor fails to complete and submit the required documentation, the State may determine the Vendor to be not responsible under State law.
- (d) Vendors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and



Procurement Article shall assign the tier based upon where the recipients of the services are located.

- (e) The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Vendor provides 50% or more of the services. The Vendor must identify in its Qualifications Submittal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - (i) If the Vendor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - (ii) If the Vendor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- (f) If the Vendor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website: <https://www.labor.maryland.gov/labor/prev/livingwage.shtml>

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 a qualified Vendor(s) by entering into a Master Service Agreement(s) (“MSA Contract”) to design, develop, and implement an approximately 2 MW (AC) solar project for Chestertown, Maryland. MCEC seeks to identify a vendor(s) capable of creatively developing a solar project on a 7-acre parcel of land adjacent to the Town’s wastewater treatment facility. The selected parcel has been assessed for solar development potential, and details are provided in Attachment 1.

Qualified Offerors awarded a MSA Contract subsequent to this RFQ act to protect MCEC and Chestertown’s interests, 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.

Chestertown seeks to own the project and associated assets, including but not limited to: RECs and/or other environmental attributes, tax credits and Federal, State or other grants and aid.

Specifications:

In order to minimize development cost and time, MCEC and the Town envision constructing an approximately 2 MW (AC) solar array, interconnected to Delmarva Power, and serving both the Town and a planned Community Solar project targeting Low and Moderate Income (LMI) residents. Therefore, successful offerors will also be capable of collaborating with diverse entities while leading the development of the entire project, including the Community Solar portion, in collaboration with MCEC and the Town. The intent is to restrict Community Solar participation to Chestertown residents and/or businesses, with at least 50% of the Community Solar power output would be dedicated to LMI households, in order to qualify for potential future federal funding which may be available thru the Federal Solar For All program.

We envision that the solar array will require two separate, grid-interconnected meters: One meter to be owned by the Town of Chestertown and supplying their assets, and the second meter attributed to a Community Solar Project targeting. The array output will be split approximately 40% to the Town of Chestertown and 60% to a Community Solar project owned by the Town and managed by others. Additional details and current economic assumptions are provided in the appendices, and although this is a well-vetted framework, we will entertain other ideas proposed by vendors that meet the Town’s primary goals, which are:

1. Develop reliable, cost competitive clean energy generation including specific outcomes of:
 - i. Positive cash flow/Return on Investment (ROI)
 - ii. Long-term performance and reliability
2. Create a future revenue stream for the Town via which other decarbonization efforts may be funded
3. Provide community access to a local source of clean energy



Overall experience with similar projects and Clients is paramount. Offerors should specifically demonstrate experience implementing large scale solar energy projects, with a focus on:

- Public sector experience
- Site Identification
- Solar Project Design and Implementation
- Solar Energy Generation and Distribution, Including Storage
 - Outline benefits of proposed battery storage solutions
- Grid Interconnection
 - Specific experience with Delmarva Power is desired
- Community Solar
 - Array output split: 40% to the municipality and 60% to Community Solar
 - 50% of the Community Solar power output dedicated to LMI households
- Funding and financing
 - To be assessed collaboratively with MCEC and the Town
 - Specific creative financing experience is desired

Development Cost Estimate. MCEC requests that each Offeror include with their Proposal a rough order of magnitude cost estimate for the final development of the above specified solar project. Offerors should include any additional information that MCEC should have when making its decision concerning contract award(s).

3.3 Task Order Award Process

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

- i. MCEC and Vendor enter into a Master Service Agreement (“MSA”).
- ii. MCEC and Chestertown will develop a description of the services for a Project that are to be the subject of a particular Task Order and will notify Vendor(s) of the need for such work or/and services via a Task Order Request for Proposal
- iii. Vendor(s) will respond to the TORFP by developing a pricing proposal that includes their approach and the calculation of the reasonably expected rate and the projected cost for use of the Vendor's equipment or materials over their useful life. This calculation should specify the cost of the equipment, installation and service, in compliance with all requirements outlined in the TORFP.
- iv. Unless otherwise specified in the TORFP, Vendors shall have 30 days to prepare a proposal for the project.



- v. Upon acceptance of the proposal by MCEC and Chestertown, MCEC will develop and issue the Task Order, integrating the Pricing Proposal received from the Vendor as the Scope of Work to be completed under the Task Order contract, and pursuant to the terms proposed in its response to this RFQ.
- vi. MCEC will circulate the Task Order contract for review and approval by vendor and Chestertown.
- vii. The Vendor(s) shall not commence work under any Task Order until the Task Order is signed by all Parties and the Vendor receives an executed Task Order from MCEC.
- viii. A Task Order Contract will be awarded for a particular service
- ix. The Service Provider shall not commence the work and/or service under any Task Order until the Task Order is signed by all Parties and the Service Provider receives an executed Task Order from MCEC.

SECTION IV. PROPOSAL REQUIREMENTS

Each offeror shall carefully examine the RFQ and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFQ process. Offerors 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 Vendors 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 Chestertown. 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. 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 Offerors 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 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	Site Map
Appendix 2	Delmarva Interconnection
Appendix 3	Bid/Proposal Affidavit
Appendix 4	Sample Form of Contract
Appendix 5	Contract Affidavit