

REQUEST FOR PROPOSALS

Parts A and B

FOR ASSISTANT COUNSEL TO THE ATTORNEY GENERAL OF
MARYLAND, PURSUANT TO STATE GOVT CODE, §6-105(b)

EXPERTISE IN TORT LAW REQUIRED

Responses due no later than

5:00 pm on May 1, 2024

Procurement Officer:
Peter V. Berns
General Counsel - Executive Division
Office of the Attorney General
200 St. Paul Pl., 20th Fl.
Baltimore, Maryland 21202
Tel: 410-576-6974
Email: pberns@oag.state.md.us

*Minority Business Enterprises are
encouraged to respond to this solicitation notice.*

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- Exhibit F Price Proposal Form – Part B (to be returned as a separate PDF file)**
- Exhibit G Form Contract – Part A**
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- Exhibit I Number of Suits Assigned to Assistant Counsel (5/2018-12/2023)**
- Exhibit J Settlement Report Form**

KEY INFORMATION SHEET

Request for Proposals	Assistant Counsel with Expertise in Tort Law
Solicitation Number:	OAG-24.04.01
RFP Issue Date:	April 1, 2024
Procurement Officer:	Peter V. Berns General Counsel - Executive Division 200 St Paul Place, 20 th Floor Baltimore, MD 21202 Email: pberns@oag.state.md.us Telephone: 410-576-6974
Questions Due Date and Time	04/08/09, 12:00 pm
Proposal Due (Closing) Date and Time:	05/01/24, 5:00 pm
Contract Duration:	3 years, option for two 1-year extensions

**OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND**

**Request for Proposals to Serve as Assistant Counsel to the
Attorney General of Maryland**

Responses are due May 1, 2024 by 5:00 p.m.

I. Introduction

The Office of the Attorney General of the State of Maryland (the “OAG” or “Attorney General”) issues this Request for Proposals (RFP) to engage Assistant Counsel (“Assistant Counsel”), pursuant to State Government Code, §6-105(b), with expertise in tort law. The Assistant Counsel will support the OAG’s representation of the **Maryland Department of Transportation, the Maryland Transit Administration, and additional State Units** of the State of Maryland (hereinafter collectively “the State”).

The OAG is soliciting proposals from qualified law firms experienced in matters pertaining to the defense of motor torts and other Maryland tort actions. The successful offerors will provide legal representation for the Maryland Transit Administration (MTA), the Maryland Department of Transportation (MDOT), or the State, its agents and employees in actions filed against them for bodily injury or property damage claims arising from the MTA’s bus, rail, and premise operations, and any other related and incidental matters in which MTA may be a defendant, including, but not limited to, incidents arising out of the use of non-revenue vehicles titled in the name of MTA, if any. It is also anticipated that the selected attorney or firm will assist the OAG with tort-related litigation and provide other related services as directed. While it is expected that most of the advice and representation described in this RFP will be provided to MTA and MDOT, Offerors should be aware that other State Units may require similar advice and assistance on tort matters from time to time.

II. Background and Purpose

MDOT, a principal department of the State government, is organized pursuant to Title 2 of the Transportation Article of the Annotated Code of Maryland. Within MDOT there are five modal administrations including MTA. For purposes of this RFP, the term “MDOT” shall be deemed to include MDOT Headquarters, its five administrations, and MDTA (collectively referred to as Transportation Business Units (“TBUs”)).

MTA is one of the largest multi-modal transit systems in the United States, operating Local Buses (CityLink and LocalLink), Commuter Buses, Light Rail, Metro Subway, Maryland Area Regional Commuter (MARC) Train Service, and a comprehensive Paratransit (MobilityLink) system. MTA also manages the Taxi Access system and directs funding and statewide assistance to Locally Operated Transit Systems (LOTS) in each of Maryland's 23 counties, Baltimore City, Annapolis, and Ocean City. Although this contract is primarily for the use and benefit of MTA, other State Units may need to utilize the services of assistant counsel with expertise in tort litigation (“Assistant Counsel”).

The MTA is not covered by the Maryland Tort Claims Act (State Government Article, §12-101, *et seq.*,

Annotated Code of Maryland). MTA has its own claims and waiver of sovereign immunity statute. (Transportation Article §7-702). The MTA is self-insured up to the amount of \$10 million and retains excess liability insurance coverage above \$10 million. Claims administration services are provided in-house by the MTA. The OAG will provide some assistance in securing MTA documents or other evidentiary material or contacting MTA employees necessary for the Assistant Counsel's representation of MTA.

This RFP is issued in two parts (Parts A and B) to solicit proposals to provide legal representation for the MTA, MDOT, or the State, its agents, and employees. Part A of this RFP solicits offers that will result in payment for services based either on an hourly rate or on a fixed fee for legal representation on less complex cases, as more fully described below. Part B of this RFP contemplates the selection of a panel of practitioners from which a selection will be made on a case-by-case basis to provide legal defense to MTA, MDOT, or the State, its agents, and employees in high-risk, complex, and/or catastrophic cases. Part B services will be provided on an “as needed” basis and payment will be made on an hourly rate basis.

Offerors may respond to Part A, Part B, or to both. However, no offeror will be selected for more than one part. Responses to each Part must be made in accordance with the instructions for that Part. **Multiple offerors may be selected for each of the Parts of the RFP.**

III. Scope of Work

The Attorney General is seeking to retain the services of Assistant Counsel (the “Contractor”) to represent MTA (and any additional State Units as needed) on matters pertaining to tort litigation. The MTA, a unit of MDOT, has the responsibility to design, construct, operate, and maintain public bus, mobility, light rail, metro, and rail transit services. The contractor will defend claims stemming from incidents arising out of MTA’s transportation operations, premise operations, and any other related and incidental matters in which the MTA may be a defendant, including but not limited to, incidents arising out of the use of non-revenue vehicles titled in the name of MTA, if any. Offeror may also be required to perform legal defense services for MDOT or the State, its agents, and employees.

The Contractor will only be responsible for advice on matters assigned to it. Some assignments will require coordination with the existing Assistant Counsel on previously assigned matters. Assistant Counsel will work closely with MTA's counsel, the OAG, and MTA's claims administration services staff (Transit Claims Group). In the sole discretion of the OAG, any case brought against the MTA may be litigated by members of the OAG. This RFP is not a guarantee of work, and the OAG reserves the right to select more than one firm under each Part of this RFP and to assign work thereunder at its sole discretion.

All legal services are to be provided only at the request of the Contract Officer or his/her designee. The Contractor is not authorized to enter into discussions with MDOT’s staff, customers, clients, or other advisors without the knowledge and direction of the Contract Officer or his/her designee.

The Contractor shall provide the following services:

1. Defend all claims and suits assigned to it that arise during the contract year, regardless of the year of occurrence including:

- a. Investigation and securing of evidence,
 - b. Filing of all pleadings and motions and required argument,
 - c. Conducting discovery,
 - d. Pre-trial settlement discussions,
 - e. Trial, and
 - f. Post-trial services.
2. Provide advice regarding liability, damage exposure, and offers of settlement.
 3. Provide subrogation litigation services. (Part A only)
 4. Provide invoices and reports to the Transit Claims Group follows:
 - a. Part A – Monthly
 - 1) Invoices describing the work the firm completed
 - 2) Reports for all circuit court cases (not district court cases)
 - b. Part B – Monthly, or more frequently if requested
 - 1) Invoices for all active cases include work performed and time dedicated to each task
 - 2) Reports for all active cases which include:
 - (i) pending activity in each case;
 - (ii) trial dates and/or mandatory settlement conferences, which are provided more than 60 days in advance;
 - (iii) trial activity, including trial reporting specific to that case and settlement conference results.
 - 3) Trial results are reported via email immediately following the trial.
(An MTA Litigation Settlement Report form is attached as **Exhibit J** for the offeror's information)
 - c. Status of major cases (to be provided to the Transit Claims Group and to the MTA Office of the Attorney General or any other State agency that is monitoring or reporting on each such case.)
 5. Maintain contact, as necessary, with MTA counsel, the Office of the Attorney General, and the Transit Claims Group.
 6. Maintain up-to-date computer and electronic capability in rendering service.
 7. Perform such ancillary services as directed by MTA counsel or the Office of the Attorney General for the effective representation of the MTA.

IV. General Conditions

1. Payment. Contractor will be paid based on the approved Price Proposal, as described in section VII of this RFP, from funds that may be appropriated or otherwise be made available for such payment by the State unit identified in the applicable Task Order(s). The Attorney General reserves the right to select more than one firm to handle this representation. In addition, Assistant Attorneys General may handle all or portions of the work. The Attorney General does not promise or guarantee any minimum level of hours of work or compensation during the term of the Contract and the Attorney General does not have funding to pay fees to Assistant Counsel.
2. Disclosure. This RFP, all proposals, and the resulting contracts and task orders are subject to the Maryland Public Information Act. Offerors must specifically identify those portions of their proposals, if any, which they deem to include confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.
3. Procurement Law Inapplicable. This RFP and any Contract entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article or the State procurement regulations as set forth in COMAR Title 21 (collectively, the “**Procurement Laws**”). Nonetheless, the procedures set forth in the Procurement Laws will be applied to this RFP and the Contract to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the sole discretion of the Procurement Officer (defined below). The dispute resolution and appeal procedures contained in the Procurement Laws will not apply to this solicitation.
4. Proposal Expenses Non-Reimbursable. The State is not responsible for any expenses Offeror may incur in connection with developing and submitting a proposal or gaining familiarity with state and federal statutes, regulations, programs, and financings.
5. Email Updates. Interested persons who would like to be notified of any amendments or updates relating to this RFP are encouraged to send written notice to the Procurement Officer of their name, and e-mail address,
6. Questions and Answers. The Procurement Officer is the sole point of contact for this RFP. **Questions about this RFP may be submitted by email, no later than 12:00 p.m. on April 8, 2024, to pberns@oag.state.md.us.** Answers to questions will be provided to all interested parties. Answers will be provided, if possible, without disclosure of the identity of the person or party asking the question. There will be no pre-proposal conference.
7. Amendments and Cancellation. The OAG reserves the right to amend this RFP and any amendments will be e-mailed to all interested persons. The OAG also reserves the right to cancel this RFP and notice of cancellation will be e-mailed to all interested persons.

8. Joint Responses. The OAG will entertain proposals submitted by joint ventures of not more than two parties (a party, for this purpose meaning a law firm or a lawyer). A Joint Venture is an “Offeror” and, except when otherwise expressly provided or when the context indicates otherwise, will be treated as one entity. If two persons or firms respond to the solicitation jointly, the specific services to be provided by each firm should be identified, and the proposal should indicate how the firms expect to coordinate their work. Duplication of work by joint venturers will not be permitted.
9. Terms and Conditions. By submitting a proposal, you accept all the terms and conditions of this RFP. If selected, you will be expected to enter into the Contract in substantially the form attached as Exhibit G. The terms and conditions of the Contract are not subject to negotiation. By submitting a response, you will be deemed to represent that your firm is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

V. Commitment to Diversity, Equity, and Inclusion

The Office of the Attorney General views equity, diversity, inclusion, and belonging as the pathway to achieving professional excellence and fostering and maintaining a culture where everyone can thrive. We, therefore, strive to solicit law firms that draw upon the best pool of talent to achieve excellence and diversity while fully embracing individuals from varied backgrounds, cultures, races, identities, life experiences, perspectives, beliefs, and values. We honor, respect, and celebrate all differences, both visible and invisible, and are committed to soliciting firms that recruit, retain, and promote individuals who have historically been underrepresented in the practice of law and the legal profession.

Consistent with this commitment, the OAG desires that individuals from communities underrepresented in the practice of law,¹ minority business enterprises (“**MBEs**”) as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the “Procurement Article”), veteran-owned small business enterprises (“**VSBEs**”) as defined in §14- 601 of the Procurement Article, and small businesses (“**SBs**”) as defined below, have the maximum practicable opportunity to participate in contracts and subcontracts.

The OAG encourages the use of individuals from underrepresented communities, MBEs, VSBEs, and SBs, either independently or as part of a joint venture, for contracting and subcontracting opportunities.

Additional weight may be given to law firms that partner with a small business. For purpose of this solicitation, a small business is defined as a business with 50 or fewer employees.

¹ See e.g., [Demographics | American Bar Association Profile of the Legal Profession \(abalegalprofile.com\)](https://www.abalegalprofile.com).

VI. Technical Proposals

The Technical Proposal shall include the following information and shall be presented in the following order:

1. Legal name and principal place of business of the law firm making the proposal.
2. A statement indicating if you are applying for Part A, Part B, or both Part A and B of this RFP. While you may apply for both Part A and Part B, the firms selected will be awarded contracts under either Part A or Part B, but NOT both.
3. A statement as to whether the firm is an MBE, VSBE, or SBE.
4. Name and address of the person designated as the contact person for purposes of this RFP and any resulting Contract. Please provide name, mailing address, e-mail address, telephone number and fax number of the contact person.
5. General information on the areas of law in which the law firm specializes.
6. Name, mailing address, e-mail address, telephone number, and fax number of the individual who will head the team of attorneys and other paraprofessionals (paralegals, legal assistants, and law clerks) participating in this engagement (collectively, the “**Legal Team**”).
7. Information demonstrating compliance with the Minimum Qualifications specified in **Exhibit A**.
8. Specific Legal Experience: Technical Proposals should contain a detailed description of the Offeror's experience in the field of tort defense law during the last five years. Offerors should include the following information:
 - A. Number and identity of appearances before Maryland’s district courts on matters related to tort law over the last three years, including a description of up to five of the matters;
 - B. Number and identity of issues involving tort law before Maryland’s circuit courts over the last three years, including a description of up to five of the matters;
 - C. Names and addresses of up to 25 clients represented in matters related to tort law, and the nature of such representation.

If the Offeror is a joint venture, all information in this subparagraph 8 should be provided for both joint venturers.

9. Related Legal Experience: Technical Proposals should provide a brief description of any other areas of law in which the Offeror has expertise, which would be beneficial to this representation.

10. Legal Team Attorneys: Name and address of each attorney who will be a member of the Legal Team and his or her respective position in the law firm. For each attorney, provide a detailed description including the following information:
 - A. The identity of the individuals, the area of law in which each specializes, and the extent to which he or she participated in the matters described in subparagraphs 7 and 8 above. For each of the attorneys identified, for the last 2 years, state the number of motor tort and premises defense cases settled before trial and trials conducted specifying for the trials the court, jury v. non-jury, and whether co-counsel was utilized. Also please note any individual cases of special note or complexity, and any other work experience relevant to the work solicited in this RFP.
 - B. The jurisdictions in which the attorney is admitted to practice, their year of admission and the location of their principal place or places of business.
 - C. Their availability during the term of the Contract. Note that the Contract does not permit substitutions of team members without the prior written consent of the Procurement Officer.
 - D. The proposed role and planned division of responsibilities among the members of the Legal Team, including an approximate percentage of the time each individual is expected to devote to performing services under the Contract. (The total of the percentages shall equal 100%).
 - E. For a joint venture, specify the division of responsibilities between the venturing entities, including the type and approximate amount of work to be performed by each party, the approximate percentage of time each party expects to devote to performing services for the State. Please discuss the safeguards the Offeror will employ to avoid duplication of effort by the joint venturers.
 - F. Resumes of any individuals named, but only if they will be available to consult with and give advice to MDOT, MTA, or additional State Units for which Assistant Counsel services are being provided during the term of the Contract.
 - G. For each attorney, please indicate whether the person is a member of a group defined in the State Finance and Procurement Article, Sections 14-301(k) or (l) or 14-601(b). This demographic information will not affect eligibility for this contract.
11. Legal Team - Paraprofessionals: The Technical Proposal should detail how the Offeror will use paraprofessionals, law clerks, and law graduates not admitted to practice to promote economy and efficiency in the performance of the Contract and to assure the lowest possible costs under the Contract. Brief resumes of the paraprofessionals expected to assist the team should be attached to the Offeror's Technical Proposal.
12. Client References: Names and telephone numbers of three clients (and respective contact persons for those clients) for whom you have provided services similar to those described in this RFP, with a brief description of the work performed. These persons will be considered as references and may be contacted by the OAG in its evaluation of the proposal.

13. State of Maryland Contacts: Names and telephone numbers of contact persons at any units of the State for whom you have provided legal counsel in the last three years. These contacts will be considered references and may be contacted by the OAG in its evaluation of the proposal.
14. Conflict Check Process: A detailed description of the firm's procedure and copy of the firm's procedure for checking conflicts of interest and whether there are any potential conflicts in representing MTA, MDOT, the State or the OAG in this matter. **(See Exhibit D for more detail)**. If a conflict of interest arises, and to the extent permitted by the Code of Professional Responsibility, the offeror must be willing to continue to represent the MTA and be able to inform other existing or potential clients that they must find representation elsewhere in particular situations. The procurement officer reserves the right, in his/her sole discretion, to select another contractor or law firm to represent the MTA in a particular matter or to terminate the Contract if a conflict is not resolved to the satisfaction of the Attorney General. Conflicts, although not limited to these circumstances, may arise not only from direct participation of attorneys named on the contract but also from representation of parties in cases or transactions involving the MTA or MDOT by any other member of the firm, regardless of whether that attorney is in the same office or a different branch office. For purposes of determining whether there is a conflict, the offeror is understood to have a conflict if, for example, any attorney in the firm represents a party suing or being sued by the MTA or any of its officers.
15. Public Ethics Law Affirmation: Written affirmation that neither the submission of this proposal, nor any further negotiation under this RFP, nor entering into a Contract will result in a violation of the Maryland Public Ethics Law, found at General Provisions Article, Title 5, of the Annotated Code of Maryland. If such a violation may result, please discuss your plan for resolving the violation in a timely manner.
16. Required Affidavits: Completion of the bid/proposal affidavit (**Exhibit B**) and the conflict-of-interest affidavit (**Exhibit C**).
17. Proposal Authorization: Written affirmation that the person(s) submitting the proposal is/are authorized to do so on behalf of the Offeror and certification that, to the best of his or her knowledge, the information submitted in the technical proposal is accurate, complete, and correct as of the date of the proposal.
18. DEI in Leadership: A statement indicating whether the firm has representation of underrepresented communities in its executive leadership.
19. DEI Commitment and Practices: Indicate and provide documentation of the firm's commitment to diversity, equity, and inclusion ("DEI") and support of underrepresented communities in the firm's mission. For example, please describe whether the firm engages in any of the following activities:

- A. Maintains written workforce DEI policies;
- B. Offers DEI training to its workforce;
- C. Assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts;
- D. Reports performance of workforce DEI programs on the entity's website;
- E. Includes DEI objectives in performance plans of its managers;
- F. Publishes information about DEI commitments and efforts on the entity's website;
- G. Provides career advancement training and opportunities for its employees, which include members of underrepresented communities;
- H. Collaborates with educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships);
- I. Provides charitable donations, pro bono legal services, or other support to underrepresented communities or organizations that represent underrepresented communities,
- J. Assesses DEI progress against external diversity benchmarks or certification standards, (e.g. [ABA](#), [Bloomberg Law](#), [Mansfield Rule](#), [Chambers](#), [MCCA](#), [NALP](#)), actively promotes supplier diversity, or engages in other initiatives to eliminate bias in the legal profession and the justice system.

Evaluation of the proposals will be as described below.

VII. Price Proposal(s)

A Price Proposal shall be submitted as a separately labeled PDF file using the forms attached as **Exhibit E for Part A or Exhibit F for Part B**. Price will be an important factor in the selection process but not necessarily the determining factor.

For Part A (Exhibit E)

District Court Cases: There will be a fixed fee for an initial District Court case in the amount of three thousand dollars (\$3,000) and a fixed fee of one thousand five hundred dollars (\$1,500) for each companion case, i.e., another case arising out of the same accident or for each new plaintiff in the initial case.

Less Complex Circuit Court Cases: The Price Proposal shall provide fixed blended hourly rates of compensation for defense services to be performed during the initial three-year term of the contract and during any renewal period. These fixed blended hourly rates shall include:

- A. One fixed blended hourly rate of compensation for all attorneys; and
- B. One fixed blended hourly rate of compensation for all paraprofessionals and law school graduates not admitted to practice. No compensation will be permitted for the services of law clerks.
- C. The Price Proposal shall also include fixed blended hourly rates of compensation for both attorneys and paraprofessionals and law graduates not admitted to practice for any renewal terms of the contract.

Subrogation Cases: The Price Proposal shall provide fixed blended hourly rates of compensation for services to be performed in conjunction with subrogation cases during the initial three-year term of the contract and any renewal period. These fixed blended hourly rates shall include:

- A. One fixed blended hourly rate of compensation for all attorneys; and
- B. One fixed blended hourly rate of compensation for all paraprofessionals and law school graduates not admitted to practice. No compensation will be permitted for the services of law clerks.
- C. The Price Proposal shall also include fixed blended hourly rates of compensation for both attorneys and paraprofessionals and law graduates not admitted to practice for any renewal terms of the contract.

For Part B (Exhibit F)

Complex Court Cases: The Price Proposal shall provide fixed blended hourly rates of compensation for defense services in complex or high-exposure cases to be performed during the initial three-year term of the contract and during any renewal period. These fixed blended hourly rates shall include:

- A. One fixed blended hourly rate of compensation for all attorneys; and
- B. One fixed blended hourly rate of compensation for all paraprofessionals and law school graduates not admitted to practice. No compensation will be permitted for the services of law clerks.
- C. The Price Proposal shall also include fixed blended hourly rates of compensation for both attorneys and paraprofessionals and law graduates not admitted to practice for any renewal terms of the contract.

VIII. Evaluation and Selection

1. **Review of Proposals.** Technical proposals (and oral presentations, if any) will be evaluated before price proposals are opened. Please note that Offerors whose technical proposals do not meet the Minimum Requirements described in **Exhibit A**, above, may be deemed not reasonably susceptible for award and that Offeror's technical and price proposals may not be evaluated. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking. After reviewing the price proposals, one or more Offerors may be invited to participate in an interview and further discussion and may be requested to provide a best and final offer. For the technical evaluation, the Evaluation Committee will take into consideration the following factors (listed in descending order of importance):
 - A. the proposed Legal Team's demonstrated experience and expertise in representing clients in tort and associated matters as described in this RFP (as reflected in the written technical proposal and the oral presentation, if any);
 - B. the price proposals;
 - C. the Offeror's conflict of interest policy;
 - D. the firm's demonstrated commitment to DEI and the support of underrepresented communities; and
 - E. any joint venture partnership with a small business.

2. **Basis of Award.** Contract award will be made to the Offeror, or Offerors, whose proposal contains the combination of those criteria offering the best overall value to the Attorney General and the State. Selection of Assistant Counsel will be solely the decision of the Attorney General. We reserve the right to reject any and all proposals, to waive informalities and minor irregularities in proposals, and to negotiate with any and all Offerors who submit them. The successful Offeror may be selected based on initial written proposals, without discussions with Offerors and without requesting a best and final offer, so please take care in submitting your technical and price proposals. The Attorney General may select more than one Offeror to provide services under this RFP.

IX. Proposal Submission

Proposals should be emailed to Peter V. Berns, General Counsel, at pberns@oag.state.md.us no later than 5:00 p.m. on May 1, 2024. The Technical Proposal and the Price Proposal should be in PDF format and must be submitted as separately labeled files.

In the event we choose to meet with qualified Offerors to discuss this RFP and the Offeror's proposal and ability to perform the proposed contract, such interviews are likely to be scheduled between May 8th and May 15th, 2024.

Attachments:

- Exhibit A** Minimum Qualifications
- Exhibit B** Bid/Proposal Affidavit (complete and return with Technical Proposal)
- Exhibit C** Conflict of Interest Affidavit (complete and return with Technical Proposal)
- Exhibit D** Conflict of Interest Provisions
- Exhibit E** Price Proposal Form - Part A (to be completed and returned in separate sealed envelope)
- Exhibit F** Price Proposal Form - Part B (to be completed and returned in separate sealed envelope)
- Exhibit G** Sample Contract
- Exhibit H** Contract Affidavit
- Exhibit I** Number of Suits Assigned to Assistant Counsel (5/2018-12/2023)
- Exhibit J** Settlement Report Form

EXHIBIT A
MINIMUM QUALIFICATIONS

The Offeror, for either Part A or B, or both, must meet all minimum requirements set forth below to be considered qualified.

1. Legal Team: Attorneys performing under this contract must have at least five (5) years extensive and recent trial experience in Maryland courts in jury and non-jury matters with emphasis in motor tort defense. Offerors must demonstrate the capability to perform the volume and type of services described in Section III, above. The MTA's litigation statistics, attached as Exhibit I, show the type and volume of work that has been performed. Please note that it is anticipated that most cases will arise out of accidents in Baltimore City or Baltimore County. All attorneys performing under this contract must be admitted to practice law before the Maryland Court of Appeals.
2. Office. The Offeror maintains an office in the State of Maryland or within 50 miles of the MTA headquarters in Baltimore, Maryland.

The firm must have the capacity to transmit and receive complex documents and data electronically; create complex financial and disclosure documents, including charts and tables; and share documents in a format compatible with MDOT and the State. MDOT currently uses Outlook, Excel, Word, ProjectWise, and Adobe. The firm must be willing to add hardware and software capacity according to reasonable industry standards as required by MDOT.

3. Insurance.
 - A. The Offeror must maintain in full force and effect (during both the term of the Contract and thereafter for the entire period in which the Offeror may incur professional liability in connection with performance or failure to perform under the Contract) professional liability insurance in an aggregate amount of not less than Five Million Dollars (\$5,000,000), which liability insurance shall include coverage for practice in the fields of law related to the Contract.
 - B. If the Offeror is a joint venture, and one party to the joint venture does not have such liability insurance, this requirement may be satisfied if the members of the joint venture include in their proposal evidence satisfactory to the Contract Officer, that all members of the joint venture will have such coverage as of the date the Contract commences, either through actual policies or the equivalent.
4. Public Ethics and Conflict of Interest. The negotiation of or entering into the Contract must not give rise to a violation of the Public Ethics Law or Conflict of Interest.

EXHIBIT B
BID/PROPOSAL AFFIDAVIT

A copy of the Bid/Proposal Affidavit may be downloaded here:

https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

EXHIBIT C
CONFLICT OF INTEREST AFFIDAVIT

A copy of the Conflict of Interest Affidavit may be downloaded here:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

EXHIBIT D
CONFLICT OF INTEREST PROVISIONS

1. General. If a conflict of interest arises, the Offeror must be willing to continue to represent MDOT and the OAG and be able to inform other existing or potential clients that they must find representation elsewhere in particular situations. The Attorney General reserves the right, in his sole discretion, to determine if a conflict of interest has arisen pursuant to the Maryland Lawyers' Rules of Professional Conduct and to select another contractor or firm to represent MDOT and the OAG if a conflict is not resolved to her satisfaction. See paragraph 4. below in this Exhibit.
2. Conflict Check System. The Offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description shall include information about who maintains the central records, how often information is updated, and at what stage of representation the check is made.
3. Potential Conflicts. In your response, please identify any existing relationships or representation that would or might result in a conflict of interest if the Contract is awarded to the Offeror and your proposal for resolving such conflicts. Once a contract is awarded, the Attorney General may require that any conflict be resolved in favor of representing MDOT. Prior to entering into a contract, the Contractor shall provide assurances that potential conflicts have been discussed with other existing clients of the Contractor who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.
4. Resolving Conflicts. The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as counsel to MDOT and shall describe how it proposes to avoid such conflicts. The Contract will require the Contractor to notify the Contract Officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The Contract Officer, MDOT and the OAG reserve the right to make the Contractor aware of situations which may present a conflict of interest and require the Contractor to promptly remedy the situation to the satisfaction of the Contract Officer. Any request by a Contractor to waive a conflict of interest shall be in writing and shall be submitted to the Contract Officer. Upon the request of the Contract Officer, the Offeror, to the extent permitted by the Maryland Lawyers' Rules of Professional Conduct, shall withdraw from the representation of parties whose interests are adverse to the interest of MDOT.

The Maryland Lawyers' Rules of Professional Conduct govern what is and is not a conflict of interest. In applying those rules and deciding whether to waive any conflicts, the OAG is conscious that an aggressive approach of asserting conflicts may have a chilling effect on the ability of OAG to retain outside counsel. While the OAG decides these issues based upon the specific facts and circumstances on a case-by-case basis, as a general matter, the Office probably will not assert that a conflict exists, or will waive a conflict, if the subject matter of the other matter is completely unrelated to the subject matter on which the lawyer has been retained by the State.

EXHIBIT E
PRICE PROPOSAL – PART A

Name of Offeror: _____

Address of Offeror: _____

In response to the Request for Proposals for Assistant Counsel to the Office of the Attorney General of Maryland, Offeror submits the following Price Proposal:

District Court Cases: There will be a fixed fee for an initial District Court case in the amount of three thousand dollars (\$3,000) and a fixed fee of one thousand five hundred dollars (\$1,500) for each companion case, i.e., another case arising out of the same accident or for each new plaintiff in the initial case.

Defense Services - Less Complex Circuit Court Cases:

I) The following are the fixed blended hourly rates offered during the initial term of the Contract for defense services:

- a) All Attorneys rendering services \$ _____
- b) Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

II) The following are the fixed blended hourly rates offered during any extensions of the term of the Contract for defense services:

- a) All Attorneys rendering services \$ _____
- b) Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

Subrogation Services:

I) The following are the fixed blended hourly rates offered during the initial term of the Contract for services in subrogation cases:

- c) All Attorneys rendering services \$ _____
- d) Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

II) The following are the fixed blended hourly rates offered during any extensions of the term of the Contract for services in subrogation:

- e) All Attorneys rendering services \$ _____
- f) Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

The undersigned certifies for the Offeror that he or she is authorized to submit this pricing on behalf of the Offeror and that, to the best of his or her knowledge, the information submitted in this Price Submission is accurate, complete, and correct as of the date set forth below.

Name: _____

Title: _____

Date: _____

EXHIBIT F
PRICE PROPOSAL – PART B

Name of Offeror: _____

Address of Offeror: _____

In response to the Request for Proposals for Assistant Counsel to the Office of the Attorney General of Maryland Offeror submits the following Price Proposal:

Defense Services – More Complex Circuit Court Cases

I) The following are the fixed blended hourly rates offered during the initial term of the Contract for defense services:

All Attorneys rendering services \$ _____

Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

II) The following are the fixed blended hourly rates offered during any extensions of the term of the Contract for defense services:

All Attorneys rendering services \$ _____

Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services \$ _____

The undersigned certifies for the Offeror that he or she is authorized to submit this pricing on behalf of Offeror, and to the best of his or her knowledge, the information submitted in this Price Submission is accurate, complete, and correct as of the date set forth below.

Name: _____

Title: _____

Date: _____

EXHIBIT G
FORM OF CONTRACT

OFFICE OF THE ATTORNEY GENERAL OF MARYLAND
ASSISTANT COUNSEL CONTRACT

This Assistant Counsel Contract (“**Contract**”) is made by and between the **Office of the Attorney General of Maryland (“OAG”)**, with headquarters located at 200 St Paul Pl, Baltimore, MD and **[NAME OF FIRM]**, (“**FIRM**”), a Maryland [professional corporation/limited liability company/limited liability partnership], with an office located at [address, city, zip], pursuant to the terms of MD State Govt. Code, §6-105(b), on this ____ day of _____, ____.

1. Contract Documents, Term and Key Contacts.

1.1. Contract. This Contract consists of the matters identified in this Section 1.1 (the “**Contract Documents**”), all of which are part of this Contract as if fully set forth herein:

- A. This Contract consisting of pages 1 through 12 and all Exhibits thereto (the “**Standard Contract**”)
- B. Exhibit I: Request for Proposals for Assistant Counsel (dated _____) including all Exhibits, (the “**RFP**”)
- C. Exhibit II: FIRM’s Technical and Price Proposals dated _____, 202_ (collectively, the “**Proposal**”; the RFP and the Proposal being referred to as the “**Solicitation Documents**”)
- D. Exhibit III: Required Affidavits (the “**Affidavits**”)
 - IIIa: Executed Proposal Affidavit
 - IIIb: Executed Contract Affidavit
 - IIIc: Executed Conflicts Affidavit
- E. Written task orders issued under the Contract (each a “Task Order”), in the form substantially as appears in Exhibit IV.

1.1.1. The obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth in the Standard Contract.

1.1.2. If there are any inconsistencies between or among the documents listed in subparagraph 1.1, above, , the Contract Documents shall control in the following order of priority: Standard Contract, then Task Order(s), then Exhibit I, then Exhibit 2, then Exhibit III.

1.2. Contract Term. This Contract shall commence on _____, 202_ (the “**Commencement Date**”) and shall expire on the later of (a) three years after the Commencement Date (the “**Expiration Date**”), or (b) upon completion of all work authorized on or before the Expiration Date, whichever comes later, unless renewed or sooner terminated in accordance with this Contract. At the option of the OAG, this Contract may be renewed for one or more additional years not to exceed two years in the aggregate. The FIRM shall be notified prior to the end of the initial term whether the Contract will be renewed and what the length of the renewal term (if any) will be.

1.3. Key Contacts and Notices

1.3.1. Procurement Officer. The General Counsel, Executive Division, of the Office of the OAG is the Procurement Officer responsible for the management and administration of this contract. The Procurement Officer or their designee(s) may issue Task Orders under this Contract. Any official notices pertaining to this contract should be sent to:

Peter V. Berns
General Counsel
Office of the OAG, Executive Division
200 St Paul Place 20th Floor
Baltimore, MD 21202
pberns@oag.state.md.us
410-576-6974

Invoices for services should be submitted to the Lead AAG Attorney designated in the applicable Task Order.

1.3.2. Lead OAG Attorney. Each Task Order issued pursuant to this Contract will identify the Assistant Attorney General responsible for the matter(s) for which the FIRM’s legal services are needed (“Lead AAG”). The Lead AAG, if authorized by the Procurement Officer, may issue additional Task Orders as needed for a particular matter.

1.3.3. Law Firm Lead(s). The FIRM designates the following person to serve as the primary contact with the Procurement Officer for purposes of management and administration of this contract (“Firm Lead”)

Name
Title
Firm Name
Street Address
City, State ZIP
Email address
Telephone

For each Task Order issued under this Contract, the Firm Lead will designate an attorney in the firm to serve as the primary point of contact with the Lead AAG responsible for the matter.

1.3.4. Notices. Service of any notice under this Contract shall be complete upon receipt of such notice, mailed through the United States mail, postage prepaid, or hand delivered to the contacts listed in paragraphs 1.3.1 to 1.3.3, above, as applicable.

2. Scope of Services.

2.1. General Scope. The general scope of work for this Contract is set forth in the Contract Documents. The FIRM may be required to perform services for [STATE AGENCY] and other State units. ([STATE AGENCY], and other State units are collectively referred to as “OAG CLIENT”) The FIRM shall provide these services in accordance with the terms and conditions of this Contract. The OAG shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed.

2.2. Law Firm Role as Assistant Counsel. The FIRM shall serve as Assistant Counsel to the Attorney General of Maryland, pursuant to State Govt Code, §6-105(b), and assist the OAG in representing the OAG CLIENT subject to the terms and conditions of this Contract. In written communications on behalf of the OAG CLIENT, including court filings, FIRM shall identify itself as “Assistant Counsel to the Attorney General of Maryland” by reference in a signature block, or use of a footnote, or other method of annotation, appropriate under the circumstances.

2.3. Task Orders. The FIRM shall perform services for a specific OAG CLIENT upon receipt of a written Task Order from the Lead AAG for that matter, substantially in the form of Exhibit D. All services are to be provided only at the request of the Lead AAG named in the Task Order, or their designee. The FIRM may not devote time to any or all of the services to be performed, or incur expenses, absent the prior authorization of the Lead AAG or their designee(s). All advice is to be provided directly to the Lead AAG or individuals identified by the Lead AAG. The FIRM is not authorized to enter into discussions with the OAG CLIENT, other State units, or their customers, clients, or other advisors except as permitted by the Lead AAG in advance.

2.4. Law Firm Responsibilities. The FIRM shall assume sole responsibility for all work to be performed under this Contract, including any Task Order issued under the Contract. The FIRM shall perform the services with the standard of care, skill, and diligence normally provided by nationally recognized legal counsel in the performance of services similar to the services to be performed hereunder. The FIRM shall not make any changes in the composition of the Legal Team specified by the FIRM in its Proposal without the prior written consent of the Lead AAG or their designee. Any change to the composition of the Legal Team without the prior written consent of the Lead AAG or their designee may be deemed an event of default by the FIRM under this Contract. The FIRM represents that it is thoroughly qualified and familiar with all required duties and responsibilities and will discharge the same diligently, fully, and properly, on an independent contractor basis, and in accordance with all ethical and professional duties and obligations.

2.5. Orientation. The FIRM shall familiarize itself with the OAG CLIENT programs related to the matters to which it is assigned, without cost to the OAG CLIENT.

2.6. No Assurance of Work. The FIRM acknowledges that the OAG may award additional contracts for Assistant Counsel for the Attorney General of Maryland. The FIRM agrees that it will

cooperate with other Assistant Counsel. The FIRM further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The Procurement Officer, Lead AAG, or their designee(s), shall have the discretion to determine which FIRM shall be assigned to handle a particular matter and shall have the further right to assign a particular matter to another FIRM if determined to be in the best interest of the State.

3. Compensation and Method of Payment.

3.1. Fees for Services. The FIRM will be paid for services rendered under this Contract as follows:

3.1.1. Payments to the FIRM will be based upon the approved Price Proposal, attached hereto in Exhibit II, as approved by the Lead AAG or designee.

3.1.2. At the end of each month, the FIRM shall prepare an invoice setting forth the amount to be paid thereunder and bearing the following statement: "Certified just and correct and payment not received." Said invoice must be prepared and signed by the FIRM and delivered or mailed to the Lead AAG or designee.

3.1.2.1. The invoice will indicate the date of services rendered, a full description of the services rendered and, where applicable under the Price Proposal, the complete time records, (and any coding symbols necessary to interpret the records), indicating the name and position of the attorney or para-professional, the billing rate being charged, and the hours of time (or fraction of hours) spent by each such individual performing such work under this Contract.

3.1.2.2. Each monthly invoice shall be subdivided by Task Order, with the previously described information supplied for each specific matter. The invoice shall be submitted in such detail as to permit easy corroboration with the FIRM'S office records, such records to be made available for inspection by representatives of the State, and any auditors acting on their behalf upon reasonable notice. All invoices for services rendered shall be subject to the review and approval of the Lead AAG. Each invoice shall indicate the FIRM'S Federal Tax Identification Number.

Edit 3.1.3 – 3.1.5 for Part A or Part B Contracts as Needed

3.1.3. For Part A, District Court Cases, There will be a fixed fee in the amount of three thousand dollars (\$3,000) per initial case and a fixed fee of one thousand five hundred dollars (\$1,500) for each companion case (i.e., another case arising out of the same accident or for each new plaintiff in the initial case).

3.1.4. For Part A, Circuit Court Cases and Subrogation Cases For Part B, the blended fixed hourly rates of compensation for each attorney performing services under the initial term of this Contract

shall be \$____ per hour and the blended fixed hourly rate of compensation for each para-professional performing services under the initial term of this Contract shall be \$____ per hour.

3.1.5. The blended fixed hourly rate of compensation for each attorney performing services under any renewal term of this Contract shall be \$____ per hour and the blended fixed hourly rate of compensation for each para-professional performing services under any renewal of this Contract shall be \$____ per hour.

3.1.6. No compensation will be provided for law clerks.

3.2. Expenses. During the term of the Contract, the FIRM shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the FIRM in the performance of this Contract and approved by the Lead AAG.

3.2.1. The following categories of expenses are reimbursable:

3.2.1.1. Travel expenses allowable under the State's standard travel policies

3.2.1.2. Postage, messenger, or overnight delivery services

3.2.1.3. Extraordinary photocopying costs, with prior approval of the Lead AAG

3.2.1.4. Other special costs approved in advance by the Lead AAG

3.2.2. The following categories of expenses are not reimbursable, even if allocable,

3.2.2.1. Secretarial or administrative assistant services,

3.2.2.2. Preparation, review, or auditing of invoices and billing records

3.2.2.3. In-house messenger services

3.2.2.4. Para-professional overtime costs

3.2.2.5. Long-distance telephone, internet, or other communications charges

3.2.2.6. Electronic legal research

3.2.3. Non-reimbursable expenses may not be recovered indirectly by billing additional hours that were not worked.

3.2.4. The FIRM shall submit invoices to the Lead AAG or his/her designee at the times or for the periods required by the Lead AAG or his/her designee, for costs and expenses incurred, itemized in a manner satisfactory to the Lead AAG or his/her designee and in accordance with Sections 3.2. Each invoice shall indicate the FIRM's Federal Tax Identification Number.

3.3. Tax Withholding. The OAG CLIENT shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Contract.

3.4. Retention of Records. The FIRM shall retain and maintain all records and documents relating to this Contract for three years after final payment hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the OAG CLIENT, including the Procurement Officer or designee(s), at all reasonable times.

3.5. OAG CLIENT RESPONSIBLE FOR PAYMENT. The FIRM acknowledges and understands that the OAG CLIENT is responsible for payment of any compensation due under this paragraph 3. The OAG does not have funding, nor does it assume responsibility for payment under this Contract.

4. Conflicts of Interest.

4.1. Conflicts Disclosure. The FIRM represents and warrants that it has no conflict of interest arising from the performance of the services under this Contract.

ALTERNATIVE 4.1 - The FIRM represents and warrants that it has no conflict of interest arising from the performance of the services under this Contract, except as specifically described in Exhibit ____ (attached). The FIRM believes that it can accept this representation of the OAG CLIENT and of each of the parties identified in Exhibit __ and the OAG CLIENT consents. The FIRM believes that its representation of the OAG CLIENT will not be compromised by its relationship with the parties identified in Exhibit __ and that it will be able to provide competent and diligent representation to the OAG CLIENT in this matter(s) that are the subject of this Contract. By signing the Contract, the OAG CLIENT is expressly waiving the conflicts of interest represented by the FIRM'S engagement in the matters identified in Exhibit __.

4.2. Periodic Conflict Review and Response. To avoid potential conflicts of interest which may arise from the FIRM's simultaneous representation of the OAG CLIENT and parties participating in transactions or engaged in litigation with the State, the FIRM agrees to examine its client/matter listings

on a periodic basis and to notify the Procurement Officer and applicable Lead AAG or their designee(s) immediately of any potential conflict of interest. If it appears to the OAG that the FIRM is undertaking work that may present a conflict of interest, the OAG may request that the FIRM promptly remedy the situation.

4.3. Notice of Conflicts. The OAG reserves the right to make the FIRM aware of situations in which they believe the FIRM is involved which may present an actual or potential conflict of interest or violation of the Public Ethics Law and to request that the FIRM promptly remedy the situation.

4.4. Resolution of Conflicts. The OAG and the FIRM agree to use their best efforts to resolve any actual or potential conflicts by agreement, which may include one or more of the following actions:

4.4.1. If requested, and to the extent permitted by the applicable rules of professional conduct, the FIRM will withdraw from representation of parties whose interests are adverse to the interests of the State.

4.4.2. Alternatively with the consent of the State, the FIRM may continue the representation conditioned on the use of conflict walls and other appropriate prophylactic measures.

4.4.3. The FIRM, at the request of the OAG in its sole discretion, may be asked to subcontract or assign the Task Order to other legal counsel, with approval of the OAG.

4.4.4. The OAG reserves the right, in its sole discretion, to select another law firm to serve as Assistant Counsel for the matter that is the subject of the Task Order if the conflict of interest is not resolved to the satisfaction of the OAG.

4.4.5. Nothing in this paragraph 4 is intended to limit the right of the State to seek disqualification of the FIRM in the event it continues, without the State's consent, to represent a party with interests adverse to the State.

4.5. Maryland Public Ethics Law. The FIRM shall not permit the occurrence or continuance of a violation of Title 5 of the General Provisions Article of the Annotated Code of Maryland (the "Public Ethics Law") in connection with this Contract.

5. Ownership and Control of Documents and Information

5.1. Ownership of Documents and Materials. The FIRM agrees that all documents and materials in the FIRM's possession in any format or medium, and drafts of and forms for such documents, prepared by or for the FIRM under the terms of this Contract and/or any issued Task Order (the "Files") shall at any

time during the performance of the services be made available to the OAG upon request and shall become and remain the property of the OAG upon termination or completion of the services. The OAG shall have the right to use the same without restriction or limitation and without compensation to the Firm other than that provided in this Contract.

5.2. Delivery of Files. Immediately upon termination or expiration of an issued Task Order and/or this Contract, the Firm shall deliver the Files to a location within the State designated by the Procurement Officer or the appropriate Lead AAG(s). The Firm shall have the right to retain copies of those portions of the Files that the FIRM reasonably requires for professional liability purposes.

5.3. Dissemination of Information. During the term of this Contract, the FIRM, without the prior written consent of the Procurement Officer or the applicable Lead AAG, (a) shall not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever any information, data, document or materials related to the services or performance of the services under this Contract or to this Contract, and (b) shall not publish any final reports or documents.

6. Insurance and Indemnification

6.1. Professional Liability and Insurance. The FIRM shall maintain in full force and effect during the term of this Contract professional liability insurance in an aggregate amount of not less than \$5,000,000, which liability insurance shall include coverage for the services to be performed hereunder. The FIRM agrees that thereafter it shall maintain for the entire period in which it and each of the attorneys on the Legal Team (subject to any applicable statute of limitations) may incur professional liability in connection with the performance or failure to perform services under this Contract, professional liability insurance in the aggregate amount of not less than \$5,000,000, which liability shall include coverage for the services to be performed under this Contract. However, if the FIRM is a joint venture, and provided that one venturing entity maintains the required insurance policy, the requirement of the FIRM to maintain insurance shall be satisfied if both joint venturers submit evidence to the Procurement Officer (for prior written approval in the Procurement Officer's sole discretion) that all members of the joint venture will have such coverage either through actual insurance policies or the equivalent.

6.2. Indemnification. The FIRM, within the limitations of the Maryland Attorneys' Rules of Professional Conduct, shall indemnify, hold harmless and, upon request, defend, the State, and their respective officers, members, agents and employees from and against any and all third-party claims, suits, judgments, expenses, actions, damages, and costs (including reasonable attorney's fees) of every name and description, arising out of or resulting from the fault or negligence of the FIRM in performance of or failure to perform the services of the FIRM under this Contract or a breach of any or all of the FIRM's obligations under this Contract.

6.2.1. The State, including the OAG, has no obligation to provide legal counsel or defense to the FIRM or its subcontractors in the event that a suit, claim, or action of any character is brought by any

person not party to this Contract against the FIRM or its subcontractors as a result of or relating to the FIRM's obligations under this Contract.

6.2.2. The State, including the OAG, has no obligation for the payment of any judgments or the settlement of any claims against the FIRM or its subcontractors as a result of or relating to the FIRM's obligations under this Contract.

6.2.3. The State, including the OAG, shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Contract.

6.2.4. The FIRM shall immediately notify the Procurement Officer and the applicable Lead AAG or his/her designee of any claim or suit made or filed against the FIRM or its subcontractors resulting from or relating to the FIRM's obligations under the Contract, and will cooperate, assist, and consult with the indemnitees in the defense or investigation of any claim, suit, or action made or filed against the State, including the OAG, as a result of or relating to the FIRM's performance under this Contract.

7. Suspension and Termination

7.1. Suspension of Work. The Procurement Officer or the applicable Lead AAG unilaterally may order the FIRM in writing to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the State.

7.2. Termination of Contract for Default. If the FIRM fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provisions of this Contract, the OAG may terminate this Contract by written notice to the FIRM. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the FIRM, shall, at the OAG's option, become the property of the OAG provided the State has paid the sums, if any, due to the FIRM pursuant to this subparagraph. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) fair and equitable compensation based upon the rates of compensation described in paragraph 3.1, above, for satisfactory performance prior to receipt of notice of termination, and (b) all expenses reimbursable under paragraph 3.2, above, incurred by the FIRM prior to receipt of such notice, less the amount of damages caused by the FIRM's breach. If the damages are more than the compensation payable to the FIRM, the OAG and OAG CLIENT retain whatever causes of action they may have for damages resulting from the FIRM's default.

7.3. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the OAG in accordance with this clause in whole, or from time to time in part, whenever the OAG shall determine that such termination is in the best interest of the State. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) compensation for services

satisfactorily performed prior to the date of termination based upon the rates set forth in paragraph 3.1 hereof, and (b) all reasonable expenses, as described in paragraph 3.2, incurred by the FIRM prior to such date of termination.

7.4. Termination of Multi-Year Contract. If funds are not appropriated or if funds are not otherwise made available for the continued performance of this Contract at any time during the Contract term, this Contract shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the OAG CLIENT's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant to this subparagraph will be to discharge the FIRM, the OAG, and the State from future performance of this Contract, but not from their obligations existing at the time of termination. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in paragraph 3.1 hereof, and (b) all reasonable expenses, as described in paragraph 3.2, incurred by the FIRM prior to such date of termination. The OAG shall notify the FIRM within thirty days prior to the termination of this Contract pursuant to this subparagraph.

8. Exclusive Agreement.

This Contract, components of which are described in paragraph 1, constitutes the entire agreement between the parties and any other communications between the parties before the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract, are superseded by the agreements contained herein.

9. Contract Modification

This Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by the Procurement Officer.

10. Subcontracting.

The FIRM shall not subcontract, in whole or in part, for any of the services to be performed under this Contract, without the prior written consent of the Procurement Officer or his designee.

11. Assignment of Contract.

The FIRM shall not assign, transfer, convey or otherwise dispose of this Contract or any rights created hereunder to any person, FIRM, partnership, company, corporation or other entity without the prior written consent of the OAG.

12. Governing Law.

This Contract shall be governed by the laws of the State of Maryland.

13. Additional Terms and Conditions

13.1. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or State procurement regulations as set forth in COMAR Title 21 (collectively the “**Procurement Laws**”). Nonetheless, the requirements of the Procurement Laws will be applied to this Contract to the extent practicable and consistent with obtaining the best legal counsel for the OAG CLIENT, all as determined in the OAG’S sole discretion. The dispute resolution and appeal procedures contained in the Procurement Laws will not apply to this Contract.

13.2. Compliance with Law. The FIRM hereby represents and warrants that:

13.2.1. It is qualified to do business in the State and it will take such action as, from time to time, may be necessary to remain so qualified.

13.2.2. It is not in arrears with respect to the payment of any moneys due and owing the State, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.

13.2.3. It shall comply with all federal, State and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract.

13.2.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

13.3. Nondiscrimination. The FIRM shall comply with all applicable federal and State laws, rules and regulations, and policies and procedures involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, ancestry, disability of a qualified individual with a disability, or any other protected category under the law.

13.4. Non-Hiring of Employees. No official or employee of the State (as defined under Section 5-501 of the General Provisions Article, Annotated Code of Maryland), whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the party or parties hereby contracting with the State, or any entity that is a subcontractor under this Contract.

13.5. Mandatory Disclosure. The FIRM shall comply with § 13-221 of the State Finance and

Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies and receives in the aggregate \$200,000 or more during the calendar year shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

13.6. Waiver. The waiver by either party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

13.7. Severability. If any provision of the Contract is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remaining provisions of this Contract shall remain in full force and effect.

REMAINDER OF PAGE IS BLANK

13.8. Counterparts/Delivery of Signatures. This Contract may be executed and delivered by facsimile or electronically transmitted signature and in two or more counterparts, all of which together shall constitute one and the same instrument. The parties agree that upon being signed by the parties, this Contract shall become effective and binding and that such signed copies will constitute evidence of the existence of this Contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized representatives as of the Effective Date.

[LAW FIRM NAME]

By: _____
[Name] Date
[Title]

(Taxpayer Identification Number)

ADD ADDITIONAL SIGNATURE BLOCK FOR JOINT VENTURE FIRM
OR DELETE THIS NOTE

**THE OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND**

By: _____
Peter V. Berns Date
General Counsel

Approved for form and legal sufficiency:

Assistant Attorney General of Maryland

(Date)

CONTRACT EXHIBITS

Exhibit I: Request for Proposals for Assistant Counsel (dated _____)

Exhibit II: FIRM's Technical and Price Proposals dated _____, 202

Exhibit III: Required Affidavits

IIIa: Executed [Proposal Affidavit](#)

IIIb: Executed [Contract Affidavit](#)

IIIc: Executed [Conflicts Affidavit](#)

Exhibit IV: Sample Task Order

EXHIBIT H
CONTRACT AFFIDAVIT

A copy of the Contract Affidavit may be downloaded here:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>

EXHIBIT I

SUITS ASSIGNED TO ASSISTANT COUNSEL THROUGH THE TRANSIT CLAIMS GROUP OF MTA FROM MAY 2018 TO DECEMBER 2023

MONTH	DISTRICT COURT CASES	CIRCUIT COURT CASES	TOTAL
23-Dec	15	3	18
23-Nov	5	5	10
23-Oct	9	0	9
23-Sep	7	4	11
23-Aug	19	3	22
23-Jul	12	2	14
23-Jun	15	4	19
23-May	9	3	12
23-Apr	8	2	10
23-Mar	14	3	17
23-Feb	8	3	11
23-Jan	11	1	12
22-Dec	20	3	23
22-Nov	9	4	13
22-Oct	4	2	6
22-Sep	14	3	17
22-Aug	18	2	20
22-Jul	9	0	9
22-Jun	14	1	15
22-May	10	4	14
22-Apr	12	5	17
22-Mar	18	1	19
22-Feb	9	1	10
22-Jan	14	4	18
21-Dec	10	0	10
21-Nov	16	3	19
21-Oct	8	1	9
21-Sep	18	2	20
21-Aug	18	2	20
21-Jul	25	2	27
21-Jun	24	2	27
21-May	16	3	19
21-Apr	6	1	7
21-Mar	10	8	18
21-Feb	18	1	19
21-Jan	5	2	7
20-Dec	28	1	29
20-Nov	36	0	36
20-Oct	18	4	22

MONTH	DISTRICT COURT CASES	CIRCUIT COURT CASES	TOTAL
20-Sep	3	3	6
20-Aug	2	1	3
20-Jul	4	3	7
20-Jun	2	5	7
20-May	3	3	6
20-Apr	10	4	14
20-Mar	19	2	21
20-Feb	11	7	18
20-Jan	6	7	13
19-Dec	15	4	19
19-Nov	25	6	31
19-Oct	19	4	23
19-Sep	15	2	17
19-Aug	8	4	12
19-Jul	18	5	23
19-Jun	17	2	19
19-May	27	6	33
19-Apr	15	8	23
19-Mar	18	3	21
19-Feb	15	7	22
19-Jan	6	7	13
18-Dec	25	5	30
18-Nov	15	3	18
18-Oct	12	1	13
18-Sep	11	2	13
18-Aug	30	5	35
18-Jul	25	3	28
18-Jun	17	3	20
18-May	18	3	21
TOTALS	950	214	1164

EXHIBIT J

MTA LITIGATION SETTLEMENT REPORT

Today's Date:

Plaintiff's Name:

TIG File Number:

Adjuster Letter:

Law File Number:

DOA:

PAID:

MEDS:

LOST WAGES:

Close Method/CISMTHD:

Settled by:

IF AFTER TRIAL OR DISMISSED BY COURT:

(Last) Offer:

(Last) Demand:

Date (Suffix) Closed:

Make Check Payable to:

Address:

Tax Identification No.:

P/D Crossclaim was filed against:

Recovery: \$