

Request for Proposals to Serve as Assistant Labor Counsel
Responses are due July 15, 2022

June 13, 2022

Dear Interested Party:

The Office of the Attorney General (“OAG” or “Office”) is seeking assistant counsel (“Assistant Counsel” or “Assistant Labor Counsel”) to provide advice and counsel to various agencies and units of Maryland state government, primarily the Department of Budget and Management (“DBM” or “Department”). Offerors are invited to submit proposals in conformance with the requirements described below.

PART I - PROPOSAL INFORMATION

1.1 **Purpose.** The purpose of this Request for Proposals (“RFP”) is to invite attorneys experienced in public sector labor relations, including representation of management in collective bargaining negotiations, to submit proposals to the Office of the Attorney General outlining in detail their ability to serve as assistant labor counsel, on an as needed basis, to (a) the Department of Budget and Management and agencies and divisions thereof and affiliated or successor agencies, and (b) various other agencies of the State of Maryland (“Agency” or “Agencies”). A person or entity submitting a proposal is an “Offeror.”

The Department is a principal department of the government of the State of Maryland (“State”) organized pursuant to the State Personnel and Pensions Article of the Annotated Code of Maryland (“SPP”). Pursuant to Title 3 of the SPP, the State, through its authorized representative(s), is obligated to participate in collective bargaining with State employees through the labor organization(s) certified as exclusive representative(s) for that purpose, and, to the extent possible through negotiations, to incorporate all matters of agreement into a memorandum of understanding that may be executed by the parties and ratified by the Governor. The successful offeror(s) may be required to participate in negotiations as requested, provide advice from time to time on matters of labor law and negotiation strategy, and may be requested to draft and review labor proposals, memoranda of understanding, and related correspondence and litigation documents, either working with the Department or potentially working with other State agencies.

More information about DBM is available at: <http://dbm.maryland.gov>.

1.2 **Procurement Officer.**

The Procurement Officer for this solicitation is:

Name: Clifton R. Gray

Title: Assistant Attorney General
E-mail address: clifton.gray@maryland.gov
Telephone Number: 410-767-1237
Facsimile Number: 410-225-9304

Address: Department of Budget and Management
Office of the Attorney General
300 West Preston Street, Room 407
Baltimore, Maryland 21201

The sole point of contact in the State for purposes of this RFP is the Procurement Officer.

Specific work assignments will be evidenced by the issuance of Task Orders under the Contract (see form of Contract attached hereto as Attachment C – the form of Task Order is Attachment D of the Contract). The Procurement Officer will serve as the Agency Contract Officer for all Department Task Orders under the Contract. The Agency Contract Officer for other Agency Task Orders will be determined at the time the Task Order is issued for those legal services.

1.3 **Written Questions.** Offerors may submit written questions. Such questions must be received by the Procurement Officer no later than **4:00 p.m.** prevailing time on **July 8, 2022**. A list of the written questions and the answers thereto will be mailed to (i) those persons who were sent this RFP by the Procurement Officer and (ii) those persons who otherwise obtained this RFP and notified the Procurement Officer **in writing** that they obtained this RFP (“Prospective Offerors”). **Persons who download this RFP from the Internet must notify the Procurement Officer (by mail, facsimile or e-mail) in order to be on the list of Prospective Offerors.**

1.4 **Amendment or Cancellation of RFP.** If this RFP requires amendment, written notice of the amendment will be given to Prospective Offerors. **RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.** This RFP may be canceled in whole or in part, and any proposal may be rejected in whole or in part if the Procurement Officer determines that such action is in the best interest of the State.

1.5 **Submission Requirements.** Proposals must be submitted in two parts, each in its own sealed envelope, as follows: (1) one envelope (or, if space requires, a package of more than one envelope, each properly labeled and all taped or otherwise joined together) labeled **“Technical Proposal – Labor Counsel”** containing the original and six copies of the Technical Proposal, and (2) one envelope, labeled **“Price Proposal – Labor Counsel”** containing the original and six copies of the Price Proposal. The Technical Proposal and the Price Proposal shall together constitute the Offeror’s “Proposal”. The label or exterior of each envelope must identify clearly the Offeror submitting the proposal.

The Procurement Officer must receive each Proposal, complete with all parts thereof, at the address of the Procurement Officer no later than **4:00 p.m.** prevailing time on **July 15, 2022** (“Closing Date”). **Requests for extensions of the Closing Date will not be granted. Any proposal, request for modification, or request for withdrawal received after 4:00 p.m. on the Closing Date is late and may not be considered. A Proposal (or any part thereof) may not be**

submitted by facsimile or electronic mail. It is recommended that Proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. Offerors should be aware that the building housing the Office of the Attorney General has certain security protocols that will add time to any hand delivery. Delivery will be complete only when a Proposal is actually received in the office of the Procurement Officer.

1.6 **Disclosure.** Proposals shall be subject to disclosure pursuant to the provisions of the Access to Public Records Act, §4-101 *et seq.* of the General Provisions Article of the Annotated Code of Maryland (the “Public Information Act”). An Offeror must identify specifically those portions of its Proposal, if any, which it deems to contain trade secrets or confidential or proprietary information, and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act.

1.7 **Expenses.** The Department, the Attorney General, and the State are not responsible for direct or indirect expenses that an Offeror may incur in preparing and submitting a Proposal.

1.8 **Offeror's Affidavits.** Each Offeror shall complete and submit the Proposal Affidavit attached hereto as Attachment A with the Offeror's Technical Proposal. A successful Offeror will be required to complete a Contract Affidavit in the form attached hereto as Attachment B at the time of execution of the contract entered into as a result of this RFP (a “Contract”). The form of the Contract is attached hereto as Attachment C. An executed Contract Affidavit should **not** be submitted with an Offeror's Proposal.

1.9 **Acceptance of Terms and Conditions.** By submitting a Proposal in response to this RFP, (A) the Offeror accepts all of the terms and conditions set forth in this RFP; (B) the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract; (C) the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract; and (D) the Offeror, if selected for award, shall be deemed to have agreed to all terms and conditions set forth in the form of Contract.

1.10 **Procurement Regulations.** 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 of the Maryland Annotated Code (the “Procurement Article”). Nonetheless, the requirements of the Procurement Article and the State procurement regulations, COMAR Title 21, as amended, will be applied to this RFP 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. The dispute resolution and appeal procedures contained in the Procurement Article and in the State procurement regulations will not apply to this solicitation.

1.11 **Minority Participation.** The OAG desires that socially and economically disadvantaged individuals and 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”), have the maximum practicable opportunity to participate in the Contract. When permitted or required by law, the OAG encourages the use of socially and economically disadvantaged individuals and MBEs for contracting and subcontracting opportunities. Assistant Counsel should desire to promote and undertake efforts to reach out to socially and economically disadvantaged individuals and MBEs to maximize their participation in the Contract.

1.12 **Joint Responses.**

A. A joint venture of not more than two parties may submit a Proposal (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.

B. If two persons or firms respond to the solicitation jointly, the specific services to be provided by each firm should be identified. Moreover, the proposals should indicate how the firms would expect to coordinate their work. Duplication of work by joint ventures will not be permitted.

1.13 **Multiple Contracts and Assignments.** The Attorney General may elect, in his sole discretion, to make an award hereunder to more than one Offeror. The Agency Contract Officer will determine, in the Agency Contract Officer's sole discretion, which Contractor (hereafter defined) will be retained to provide advice on any particular matter.

1.14 **No Guarantee of Work.** No Contractor is guaranteed any minimum amount of work or compensation. The Attorney General can make no assurances that funds will be appropriated and otherwise made available by or to the Department or other State Units for payment of legal fees. The Attorney General has no funds for payment of counsel under any Contract.

PART II - CONTRACT INFORMATION

2.1 **Parties to the Contract.** Each Contract shall be by and between the successful Offeror (the "Contractor") and the Attorney General. The Contractor will enter into a Contract with the Attorney General, on behalf of the Department and various other State Agencies, which will provide for the issuance of Task Orders as the need for the type and scope of legal services described in this RFP arises. Each State Agency receiving services from a Contractor under a Contract, including the Department, shall be individually responsible for payment of services to the Contractor, pursuant to the terms of the Contract and the applicable Task Order.

2.2. **Documents.** The Contract shall consist of the following documents: this RFP, the Proposal, the Contract, the Proposal Affidavit, the Contract Affidavit, the Price Submission, all of which shall be binding.

2.3 **Contract Term.** The Contract term shall commence as of a date to be specified in the Contract and shall end at the later of: (a) three years after the commencement date, or (b) the time that all work which was authorized before the expiration date is completed, unless sooner terminated in accordance with the Contract. At the sole option of the Attorney General, the Contract

may be renewed on the same terms and conditions (except for increases in the melded hourly rate of compensation as may be set forth in the Offeror's Price Proposal) for two additional one-year terms.

2.4 **Start-Up.** Before undertaking any work on a Task Order, the Contractor shall complete a conflicts check, conduct any necessary due diligence, and familiarize itself with the State Agency issuing the Task Order, all at no cost to the State Agency, the Attorney General or the State.

2.5 **Compensation and Method of Payment.** The Contract will provide in part that:

A. Except as provided in section 2.5.B below, the Contractor will be paid for services rendered under the Contract as follows:

1. The Contractor will be paid for services from time to time, but not more often than monthly, out of the funds, if any, that may be appropriated or may otherwise be made available for such payment.

2. Payments to the Contractor will be based upon a reasonable number of actual hours expended by the Contractor's attorneys and para-professionals in the performance of the services, as approved by the Agency Contract Officer. The Contractor must evidence these hours in a manner satisfactory to the Agency Contract Officer. Detailed bills setting forth the name and position (e.g., partner, associate, para-professional) of the person providing services, the date of such services, a full description of the services performed, the hourly rate being charged for that person's services, and the hours or fractional hours worked will be required. The approved number of hours will be multiplied by the hourly rates of compensation proposed by the Contractor in accordance with Part VI, below.

B. The Contractor will:

1. During the term of the Contract, be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Contractor in the performance of the Contract.

2. Not be reimbursed for indirect costs such as secretarial services, in-house messenger services, computerized research or photocopying, provided however, that extraordinary photocopying costs may be reimbursed with the prior written approval of the Agency Contract Officer. Non-reimbursable expenses may not be recovered indirectly through "time" charges.

3. Not be reimbursed for duplication of effort by joint ventures.

4. Maintain records relating to the costs and expenses incurred by the Contractor in the performance of the Contract for a period of three years from the date of final payment under the Contract.

C. All legal services are to be provided at the request of the Agency Contract Officer or individuals identified by the Agency Contract Officer. All advice is to be provided directly to the

Agency Contract Officer or individuals identified by the Agency Contract Officer. Contractors are not authorized generally to enter into discussions directly with the State Agency's personnel or its customers, clients or other advisors. Contractors will be expected to comply with reasonable guidelines with respect to communications with the State Agency's staff to assure proper authorization of work and cost-effectiveness.

PART III - OFFEROR'S MINIMUM QUALIFICATIONS

3.1 **Professional Liability Insurance.** The Offeror shall agree to maintain in full force and effect during the term of the Contract professional liability insurance in an aggregate amount of not less than \$5 million (the "Insurance Amount"), which liability insurance shall include coverage for practice in the field of labor law. This requirement is satisfied if the Offeror includes in its proposal evidence satisfactory to the Procurement Officer that Offeror will have such coverage as of the date the Contract commences. Satisfactory evidence of insurance includes insurance policy or binder information, such as the name of insurer, the policy or binder number, and the amount and description of coverage. The Offeror shall agree that thereafter it shall maintain, for the entire period in which it and each of the attorneys on the team (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount, which liability insurance shall include coverage for practice in the field of labor law.

If the Offeror is a joint venture, and one party of the joint venture does not presently have such liability insurance, this requirement may be satisfied if the members of the joint venture include in its Proposal evidence satisfactory to the Procurement Officer that all members of the joint venture will have such coverage as of the date the Contract commences, either through actual insurance policies or an indemnity agreement by the properly insured firm, in form and substance acceptable to the Procurement Officer.

3.2 **Prior Experience.** The Offeror must demonstrate experience in handling public sector labor relations matters, particularly from the perspective of management, and including issues that arise in the course of labor negotiations. The Offeror, or if applicable, one or more persons on the team responding to this RFP should have at least five years of experience advising or representing clients in labor law matters, including labor negotiations, including the preparation of proposals and memoranda of understanding, and experience in representing management in public sector is preferred.

3.3 **Offeror's Capacity.** The Offeror must demonstrate the capacity to perform the potential volume and the type of services described in Part IV below. The Offeror must be available at all times to render services required under the Contract for all the areas in which the Offeror proposes to provide services.

3.4 **Admission to Practice.** At least one principal of the Offeror must be admitted to practice law before the Court of Appeals of Maryland.

3.5 **Local Office.** The Offeror shall have an office in Maryland, or within 75 miles of Baltimore, Maryland.

3.6 **Computer Capacity.** In order to meet the Attorney General's standards for production and electronic transmission of documents, the Offeror must have capacity to create complex documents; transmit and receive complex documents and data electronically; and share documents in a format compatible with the Agency Contract Officers. The Offeror must be willing to add hardware and software capacity according to reasonable industry standards as required by the Agency Contract Officers.

3.7 **Complete Information.** The proposal must contain any and all information requested under and be in the format designated in this RFP.

PART IV - SCOPE OF SERVICES REQUIRED

4.1 **Purpose.** The Attorney General is seeking to retain the services of Assistant Labor Counsel to advise it in connection with labor law matters as described in 4.2 below.

4.2 **Services - Assistant Labor Counsel.** Solely as directed by the Agency Contract Officers and in accordance with an issued Task Order, the Contractor shall provide some or all of the following types of services on a continuing basis throughout the term of the Contract:

- a. Advising or representing the State in collective bargaining negotiations conducted pursuant to Title 3, Subtitle 5 of the State Personnel and Pensions Article of the Annotated Code of Maryland, on an as-directed basis.
- b. Drafting and reviewing proposals for collective bargaining negotiations and memoranda of understanding, throughout the period of negotiations, on an as-directed basis.
- c. Advising the State Agency through the Office of the Attorney General on labor matters, including the preparation of written advice and the conduct of litigation, as needed, from time to time on an as-directed basis.
- d. Providing other related services as directed.

PART V - TECHNICAL PROPOSAL FORMAT

5.1 **General:** All proposals shall be prepared with a concise description of the Offeror's capabilities to satisfy the requirements of this RFP and specifically the requirements of Part III and Section 4.2 above, and Section 5.3 below. Offerors should organize their proposals so that their responses to Part III and Sections 4.2 and 5.3 correspond to the specific subsections in Part III and Sections 4.2 and 5.3 to the extent possible without necessary repetition.

5.2 **Length:** No Proposal may exceed fifteen (15) pages, excluding an executed copy of

the Proposal Affidavit and any attached resumes. A Proposal from a joint venture may not exceed twenty pages, excluding an executed copy of the Proposal Affidavit and any attached resumes.

5.3 Required information: The Proposal shall contain the information described below. Joint ventures should provide the information separately for each firm.

A. Offeror's Prior Experience

1. Labor Law Experience: Provide a detailed description of the Offeror's experience in the field of labor and employment law during the past ten years, with emphasis on negotiations of public sector collective bargaining agreements, negotiation strategies, resolving conflicts arising in the course of such negotiations or providing advice regarding the resolution of such conflicts, representation of management in litigation arising out of collective bargaining, any instruction, training or educational experience relating to labor law, employment law, or related constitutional issues.

2. Related Legal Experience: Provide a brief description of areas of the law related to labor and employment in which the Offeror has expertise.

B. Assistant Labor Counsel Team (Specific Individuals Responsible for Performance of Contract). Provide a detailed description of the Assistant Labor Counsel team to be assigned to the Contract, including the following information:

1. The identity of the individuals, the areas of law in which each specializes, the number of years of experience in such areas, and the extent to which each participated in the legal representation described in Section 5.3(A)(1) above.

2. The courts in which each is admitted to practice, the year of admission and the location of the principal place or places of business.

3. Their availability during the term of the Contract. Note that the Contract does not permit substitutions in the Assistant Counsel team without the prior written consent of the Contract Officer.

4. The planned division of responsibilities among the members of the Assistant Labor Counsel team.

5. For a joint venture, discuss the division of responsibilities between the venturing entities, including the type and approximate amount of work to be performed by each party, and the approximate percentage of time each party expects to devote to performing services under the Contract.

6. Brief resumes of any individuals named, but only if they will be available to consult with and give advice during the term of the Contract.

7. Whether the firm or firms are minority business enterprises (as defined in §14-301 of the State Finance and Procurement Article) and whether any members of the Assistant Counsel team meet the definition of a socially and economically disadvantaged individual, as defined in §14-301 of the State Finance and Procurement Article.

C. Use of Para-Professionals: The Offeror shall detail how it will use para-professionals, permanent 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.

D. Proposal Affidavit: The Offeror must include a signed Proposal Affidavit (see Attachment A).

E. Other: Any other information that the Offeror considers relevant to a fair evaluation of its experience and capabilities.

F. Conflicts of Interest.

1. **General.** 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 State Agency listed in the Task Order and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The Agency Contract Officer reserves the right, in his or her sole discretion, to select another contractor or law firm to represent the State Agency in a particular matter or to terminate the Contract if a conflict is not resolved to the satisfaction of the Attorney General. Conflicts may arise not only from direct participation of attorneys named on the Contract but also from representation of parties to transactions involving the State Agency by any other member of the firm, regardless of whether that attorney is in the same office or a different branch office.

2. **Conflict Check System.** The Offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description should include information about who maintains the central records, how often information is updated and at what stage of representation the check is made. The Offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy. The Offeror shall indicate whether or not it has discussed conflict of interest issues with its malpractice insurance carrier and the date it was done, whether orally or in writing and with whom in the firm.

3. **Potential Conflicts.** Before entering into a Contract, and before any Task Order is issued, 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 specifically shall identify any conflicts of interest that may arise if the Offeror serves as assistant labor counsel to the Department of Budget and Management and shall include a description of how it proposes to avoid such conflicts. The Contract will require the Contractor to notify the Agency Contract Officer and the Contract Officer

immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. An Agency Contract Officer and the Contract Officer reserve the right to make Contractor aware of situations that may present a conflict of interest and require the Contractor to promptly remedy the situation. Any request by an Offeror to waive a conflict of interest shall be in writing and shall be submitted to the Agency Contract Officer. Upon the request of the Agency Contract Officer and/or the Contract Officer, the Offeror, to the extent permitted by the Code of Professional Responsibility, will withdraw from the representation of parties whose interests are adverse to the interests of the applicable State Agency. The Agency Contract Officer reserves the right, in his or her sole discretion, to select another law firm to represent the applicable State Agency in a particular matter if the conflict of interest is not resolved to the satisfaction of the Contract Officer and/or the Attorney General.

G. **Compliance with Public Ethics Law.** Each Proposal must state whether or not the submission of a Proposal, any further negotiation under this RFP or the entering into the Contract may result in a violation of the Public Ethics Act. If such a violation may result, the Proposal must discuss the Offeror's proposal for resolving the violation within the schedule set for this RFP and entering into the Contract. Award is expected to be made on or about August 12, 2022. Further, each Proposal must identify any employee, officer or member of the Offeror who is an employee or official of the OAG or DBM, or whose family members (as designated in the Public Ethics Law) are employees or officials of the OAG or DBM.

The Public Ethics Commission is represented by its own counsel. Neither the Attorney General nor DBM will issue advice to an Offeror concerning compliance with the Public Ethics Law.

H. **Consistency of Advice.** The Offeror shall describe the method it would implement to insure that the advice given to the various State Agencies by different lawyers within the firm is consistent.

I. **Document Production Capacity and Experience.** The Offeror shall describe its experience with and capacity to create, edit, and transmit complex documents accurately, efficiently, and in a timely manner, including information about the Offeror's staff and technical capacity, the Offeror's capacity to receive and transmit documents electronically, and the Offeror's hardware and software resources. The Offeror should also describe how it would address issues of compatibility with software employed by the Department or other State Units.

J. **Rationale for Appointment.** The Offeror is invited to present the case for its selection as the firm to whom the Contract should be awarded. The Offeror may submit other information that it considers essential to a fair evaluation of its experience and capabilities.

K. **Client References.** The Offeror must include information on the approximate number of clients the Offeror has actively represented in the area of public sector labor law over the past five years. Of those clients, the Offeror should select as references no more than five clients for whom the Offeror has performed services within the last five years similar to those to be performed under the Contract. The reference information must include:

- (1) the name of the client;
- (2) the Offeror's primary contact and that person's address and telephone number;
- (3) the nature of the representation;
- (4) the range of responsibilities;
- (5) the dates and duration of representation; and
- (6) whether the representation was terminated before the end of the term specified in the contract or completion of the matter, including whether any available renewal option was not exercised.

If the Offeror has represented the Department or other State Units, the Procurement Officer may obtain a reference from the Department or other State Units.

L. **Affidavit.** The Proposal Affidavit shall be executed by a person authorized to bind the Offeror in a manner indicating that the Proposal Affidavit is binding.

M. **Execution.** The Technical Proposal shall be executed by a person or persons authorized to bind the Offeror in a manner clearly indicating that the Technical Proposal is binding.

PART VI - PRICE PROPOSAL FORMAT

6.1 **Rates.**

A. The Offeror shall submit an original and six copies of its Price Proposal using the format shown on Attachment D. The Price Proposal shall be placed in a sealed envelope and labeled as set forth in Section 1.5. The Price Proposal shall provide a fixed melded hourly rate of compensation for the services to be performed during each year of the Contract, including any optional renewal periods. These fixed melded hourly rates shall include:

- (1) One fixed melded hourly rate of compensation for all attorneys; and
- (2) One fixed melded hourly rate of compensation for all para-professionals and law school graduates not admitted to practice.

B. No compensation will be permitted for the services of law clerks.

6.2 **Irrevocability.** The proposed fixed, melded hourly rates of compensation will be irrevocable for a period of 90 days from the Closing Date, or if modified during negotiations pursuant to Section 7.5, for a period of 90 days from the date the Offeror proposes such modified rates.

6.3 **Billing Rates.** The Offeror must submit a list of the current standard billing rate for each attorney, each para-professional, and each law school graduate not admitted to practice who it is expected will provide services under the Contract.

6.4 **Certification.** The Offeror shall certify that, to the best of its knowledge, the price information submitted is accurate, complete, and correct as of the Closing Date, and if negotiations are conducted pursuant to Section 7.5, as of the date of the Offeror's best and final offer.

6.5 **Execution.** The Price Proposal shall be executed by a person or persons authorized to bind the Offeror.

PART VII - EVALUATION PROCEDURE

7.1 **Evaluation Committee.** The Attorney General may establish an evaluation committee ("Committee") to be composed of the Attorney General or his designee and any other individuals that the Attorney General or his designee may appoint. The Committee shall make recommendations to the Attorney General concerning the award of the Contract.

7.2 **Discretion in Determining Deviations and Compliance.** The Attorney General reserves and assigns to the Procurement Officer the right to determine which of the Offerors have met the minimum qualifications of Part III of this RFP. The Procurement Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject proposals that are not reasonably susceptible of being selected for a Contract award. In addition, the Procurement Officer may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow an Offeror to correct minor irregularities, and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the State.

7.3 **Initial Evaluations.** After the Procurement Officer determines which proposals meet the minimum requirements and otherwise qualify for further consideration, the Committee will conduct an initial technical evaluation of the qualifying Proposals. This initial evaluation will be made solely on the basis of the technical Proposals.

7.4 **Oral Presentations.** Offerors selected to receive further consideration may be invited to meet with the Committee to further discuss their proposal. At this meeting, the Offerors may make a brief presentation to the Committee, followed by questions (which may be substantive) from the Committee. These oral presentations shall be considered to be part of the Offeror's Proposal. At the conclusion of the oral presentations, the Committee will reevaluate the Proposals.

Following completion of the initial technical evaluation and oral presentations, the Committee will conduct an initial evaluation of the pricing of each Proposal to receive further consideration and will establish a financial ranking of all Proposals (from lowest to highest).

7.5 **Competitive Negotiations.** The Committee may recommend to the Attorney General an Offeror or Offerors without further negotiation. If the Committee determines that further

negotiation is in the best interest of the State, the Procurement Officer will advise the Offerors involved how such negotiations will be conducted.

7.6 **Award**. Upon completion of all negotiations, and upon receipt of “best and final offers” submitted as a result of such negotiations, the Committee shall make its recommendation to the Attorney General. After receiving and evaluating the recommendation of the Committee, the Attorney General shall award Contracts to those Offerors whose Proposals, in his judgment, with due consideration given to the recommendation of the Committee, best serve the interests of the Department, other State Agencies, and the State. Offerors whose proposals are not accepted will be so notified in writing.

7.7 **Evaluation Considerations**. The Committee will evaluate the proposals on the basis of the following factors, which are listed in order of relative importance.

A. **Price**: The Offeror's proposed fixed, melded hourly rates of compensation for services to be performed by attorneys and para-professionals and of the reasonableness of the Offeror's total compensation for services in relation to the services performed as required by this RFP will be evaluated. This evaluation will include the Offeror's proposed use of para-professionals, the proposed division of responsibilities between firms in a joint venture, the efficiency with which Offerors appear to be able to perform services, the efficiency of any proposed subcontractors, and the availability of senior members of the Assistant Counsel team.

B. **Assistant Counsel Team (Specific Individuals Responsible for Performance of Contract)**: The qualifications, expertise, and general reputation of the individuals who will be responsible for the performance of the Contract as required by this RFP will be evaluated. Included in this evaluation will be the Assistant Counsel team's expertise in the field of labor law with an emphasis on public sector collective bargaining on behalf of management. The Assistant Counsel team's availability for consultation and advice during the term of the Contract will also be evaluated. Each Offeror is expected to demonstrate knowledge of the topics described in section 4.2 of this RFP.

C. **Experience in Related Areas of Law**: An evaluation of the quality and quantity of the Offeror's significant experience and expertise in the areas of public sector labor law and related areas of the law as required by this RFP, with emphasis on prior experience and expertise of Offeror's team as a whole.

D. **Minority Participation**: An evaluation of the extent and quality of the proposed participation by socially and economically disadvantaged individuals and minority business enterprises, to the extent permitted by law.

E. **Presentations**: The clarity, completeness, and responsiveness of the Offeror's written proposal will be evaluated, as will, if required, oral presentation, as required by this RFP.

F. **Conflicts**: An evaluation of the Offeror's method of resolving conflicts or potential conflicts.

Thank you for your interest in this solicitation.

Very truly yours,

/s/ Clifton R. Gray
Clifton R. Gray
Assistant Attorney General
Department of Budget and Management

Enclosures

Attachment A - Proposal Affidavit
Attachment B - Contract Affidavit
Attachment C - Contract with Counsel
Attachment D – Price Proposal Form

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business] _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or

suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, *et seq.*, of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, that above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$~~2~~100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$~~2~~100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article §§14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$~~2~~100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is

prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

c) Prohibit its employees from working under the influence of drugs or alcohol;

d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

f) Establish drug and alcohol abuse awareness programs to inform its employees about:

i. The dangers of drug and alcohol abuse in the workplace;

ii. The business' policy of maintaining a drug and alcohol free workplace;

iii. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees who abuse drug and alcohol in the workplace;

g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § (J)(2)(b), above;

h) Notify its employees in the statement required by § (J)(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

i. Abide by the terms of the statement; and

ii. Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

i) Notify the procurement officer within 10 days after receiving notice under §(J)(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

j) Within 30 days after receiving notice under §(J)(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

i. Take appropriate personnel action against an employee, up to and including termination; or

ii. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § (J)(2)(a)-(j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § (J)(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

a. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

b. The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

L. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the

Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agent, any fee or any other consideration contingent on the making of the Contract.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

O. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in Section D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail – attach additional sheets if necessary):

- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposed to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contract action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____
and the duly authorized representative of (business) _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID
Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____
Address: _____.

2. Except as validly contested, the business has paid, or has arranged for payment of all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation and the Department of Labor, Licensing, and Regulations, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2022, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Attachment C

ASSISTANT LABOR COUNSEL CONTRACT

BETWEEN

THE ATTORNEY GENERAL OF MARYLAND

AND

THIS CONTRACT, dated this ____ day of _____, 2022 by and between the Attorney General of Maryland for the use of the Department of Budget and Management (“DBM” or “Department”) and various other agencies (the “Agency” or “Agencies”) of the State of Maryland (the “State”) and _____ [and _____ (if a joint venture)] hereinafter [collectively] referred to as the "FIRM".

WHEREAS, DBM, a principal department of the State, anticipates that it will be involved in collective bargaining with State employees pursuant to the State Personnel and Pensions Article of the Annotated Code of Maryland; and

WHEREAS, DBM, and other Agencies, from time to time, have the need for specialized labor law services, including advice, consultation, and, if requested, representation; and

WHEREAS, these are problems and issues requiring skill and experience in the highly specialized field of labor law; and

WHEREAS, the FIRM is well versed in these areas of the law; and

WHEREAS, it is the intention of the Attorney General to employ the FIRM on a three-year basis on the terms set forth in this Contract, with two one-year options, to be exercised by the Attorney General solely within his discretion.

NOW, THEREFORE, THIS CONTRACT WITNESSETH:

That for and in consideration of the covenants and conditions herein contained, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE I
CONTRACT

A. Contract Documents. This Contract consists of the matters identified in this Article I (“Contract Documents”), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):

1. This Contract;
2. Attachment A: Request for Proposals for Assistant Labor Counsel dated June 13, 2022 (“RFP”);
3. Attachment B: FIRM’s Technical Proposal, including the Proposal Affidavit, dated _____, 2022 and the FIRM’s Price Proposal dated _____, 2022 (the Technical Proposal and the Price Proposal collectively being the “Proposal”; the RFP and the Proposal collectively being the “Solicitation Documents”);
4. Attachment C: Contract Affidavit (the “Affidavit”); and
5. Attachment D: Form of Task Order.

If there are any inconsistencies between or among the Contract or Attachments A, B, C or D, the Contract Documents shall control in the following order of priority: The Contract, then Attachment A, then Attachment B, then Attachment D, then Attachment C.

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 here.

B. Contract Term. The work specified in Article II hereof will be performed for a term of three (3) years, and shall commence on _____, 2022 (the “Commencement Date”) and shall expire on the later of (a) three (3) years after the Commencement Date (the “Expiration Date”), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. At the option of the Attorney General, this Contract may be continued for two (2) one-year terms. The Contract Officer (defined below) shall notify the FIRM of the Attorney General’s exercise of the option for each one (1) year extension at least thirty (30) days prior to the termination of the then current term. Such extension shall be on the same terms and conditions as herein provided (except for any increase in melded hourly rates as set forth in the price proposal).

ARTICLE II
EMPLOYMENT

The FIRM asserts that it is thoroughly qualified and familiar with all required duties and responsibilities and is prepared to discharge the same fully and properly on an independent contractual basis.

ARTICLE III
SCOPE OF SERVICES

A. The general scope of work for this Contract is set forth in the Contract Documents, collectively. The FIRM shall serve as Assistant Labor Counsel for the Agencies designated by the Attorney General, including DBM, and shall perform the services described in the RFP. The FIRM shall provide these services in accordance with the terms and conditions of this Contract. The Attorney General 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.

B. The FIRM shall perform services for a specific Agency upon receipt of a written Task Order (“Task Order”), substantially in the form of Attachment D, from the Agency Contact Officer, who will be identified in the Task Order. The FIRM shall familiarize itself with the Agency’s programs without cost to the Agency, the Attorney General or the State.

C. All services are to be provided only at the request of an Agency Contract Officer or his or her 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 Agency Contract Officer or individual identified by him or her. The FIRM is not authorized generally to enter into discussions with the Agency’s personnel, nor with its customers, clients or other advisors. The Agency Contract Officer may, at any time, by written order, make changes in the work within the general scope of the Task Order, but no such change may require work outside the scope of work for this Contract.

ARTICLE IV
COMPENSATION

A. **INVOICES.** At the end of each month, the FIRM shall prepare, for each Task Order it has received, a separate 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 Agency Contract Officer identified in the Task Order for validation and approval. The invoice will indicate the date of services rendered, a full description of the services rendered and complete time records, (and any coding symbols necessary to interpret the records), indicating the name and position of the attorney, para-professional, and law graduate, 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. 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 Attorney General, the Agency and/or any auditors acting on their behalf upon reasonable notice. All invoices for services rendered shall be subject to the review and approval of the Agency Contract Officer. Each invoice shall indicate the FIRM'S Federal Tax Identification Number. The FIRM'S Federal Tax Identification Number is _____ [both identification numbers to be included if the FIRM is a joint venture]. In addition, such records shall be available to the Agency Contract Officer or his or her designee, the Attorney General or his designee and any auditors acting on their behalf, at all reasonable times during the term of the Contract and for a period of three (3) years after the termination of the Contract.

B. PAYMENT. Payment for all services performed by FIRM will be as follows:

1. Fee

- a. The fixed melded hourly rate of compensation for the attorneys performing services under this Contract, shall be _____ per hour. The fixed hourly rate of compensation for each para-professional and law school graduate not admitted to practice performing services under this contract shall be _____ per hour.
- b. The fixed melded hourly rate of compensation for the attorneys performing services under any extensions under this Contract shall be _____ per hour. The fixed hourly rate of compensation for each para-professional and law school graduate not admitted to practice performing services under any extensions under this Contract shall be _____ per hour.
- c. The hourly rates constituting the fees, as set forth above, shall be the full compensation, except as provided in Section 2 below, "Reimbursable and Non-Reimbursable Expenses", for performance of all basic services.
- d. No compensation will be permitted for law clerks.

2. Reimbursable and Non-Reimbursable Expenses

- a. The FIRM shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the FIRM in the performance of the services hereunder and shall include, but not be limited to costs of:
 - (i) travel expenses including transportation, meals and lodging at the rates set in the State's standard travel regulations, as amended from time to time, but excluding telephone calls, facsimile costs and travel between the Agencies or the

Office of the Attorney General (“OAG”) offices and the FIRM;

- (ii) postage and messenger or overnight delivery services;
- (iii) long distance telephone calls, and telefax costs to be reimbursed at actual cost;
- (iv) Extraordinary photocopying costs may be reimbursed only with the prior written approval of the Agency Contract Officer or his or her designee.
- (v) Any other costs incurred may be reimbursed only with the prior written approval of the Agency Contract Officer or his or her designee;

b. The FIRM shall not be reimbursed for indirect costs such as

- (i) secretarial services;
- (ii) preparation and review of billings;
- (iii) in-house messenger services;
- (iv) para-professional overtime costs; and
- (v) long distance telephone or other communication services between joint venturers in a Contract, if any.
- (vi) electronic legal research.

Non-reimbursable expenses may not be recovered indirectly through charges for hours worked.

ARTICLE V
PROCUREMENT OFFICER; CONTRACT OFFICER; AGENCY CONTRACT OFFICER

The Procurement Officer and the Contract Officer for the Contract is Clifton R. Gray, Assistant Attorney General, or such other person designated by the Attorney General. The Agency Contract Officer shall be the Assistant Attorney General designated in a particular Task Order. The Agency Contract Officer will only be responsible for services provided to the particular Agency to which the Agency Contract Officer is assigned.

ARTICLE VI
EXCLUSIVE AGREEMENT

A. This Contract together with the Attachments hereto constitutes the entire agreement between the parties. Any other communications between the parties before the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein.

B. The parties expressly acknowledge that this Contract is the product of mutual negotiations, and intend that neither party shall be construed to be the primary drafter thereof, and no provisions of this Contract may be changed, modified, amended, or altered except by written instrument executed by the parties hereto and approved by the Contract Officer. A Task Order shall not be deemed to be a modification to the Contract.

ARTICLE VII **GOVERNING LAW**

Maryland law shall govern the Contract, including any Task Orders. Any disputes arising under this Contract, including any Task Orders, shall be brought in a Court located in the State of Maryland.

ARTICLE VIII **NONDISCRIMINATION**

The FIRM shall comply with all applicable federal and State laws, rules and regulations and the policies and procedures of the OAG and the State involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, ancestry, age, gender, or physical or mental disability. The FIRM certifies that it prohibits, and covenants to continue to prohibit, discrimination on the basis of (i) political or religious opinion or affiliation, marital status, sexual orientation, race, color, creed, ancestry, or national origin, or (ii) gender or age, except when gender or age constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability. Upon request, the FIRM will submit information to the Procurement Officer or his designees relating to the FIRM's operations with regard to the above.

ARTICLE IX **FIRM RESPONSIBILITIES**

During the term of the Contract, the FIRM shall:

- A. Assume sole responsibility for all work to be performed under the Contract;
- B. 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; and
- C. Not make any changes in the designation of the identities or relative responsibilities of the attorneys identified in response to Section 5.6 of the Request for Proposals without the prior written consent of the Contract Officer or his designees. Any changes without

the prior written consent of the Contract Officer or his designees may be deemed an event of default by the FIRM under the Contract.

D. Prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

ARTICLE X **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 Attorney General or his designee and the Contract Officer or his designee, which is in their sole discretion.

ARTICLE XI **NON-ASSIGNABILITY**

The FIRM shall not assign, in whole or in part, any of the services to be performed under this Contract without the prior written consent of the Attorney General or his designee and the Contract Officer or his designee, which is in their sole discretion.

ARTICLE XII **DISSEMINATION OF INFORMATION**

During the term of the Contract, the FIRM shall:

A. Not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever, any information, data, documents or materials related to the services or performance of the services under the Contract or to the Contract, nor publish any final reports or documents, without the prior written consent of the Contract Officer or his designees; and

B. Within the limitations of the Code of Professional Responsibility, indemnify and hold harmless the Attorney General, the Agency, the State, and their respective officers, agents, and employees, from all liability which may be incurred by reason of the release, dissemination, publication, distribution or circulation, in any manner whatsoever including electronic transmission, of any information, data, document, or materials pertaining in any way to the Contract by the Firm, its agents or employees.

ARTICLE XIII **CONTINGENT FEE PROHIBITION**

The FIRM warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership,

corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Attorney General shall have the right to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XIV
RETENTION OF RECORDS

The FIRM shall retain and maintain all records and documents (including information stored by electronic means) relating to this Contract for three (3) 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 State, including the Contract Officer or his designee, at all reasonable times. In the event of any audit, FIRM shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This section shall survive the expiration of the Contract.

ARTICLE XV
COST AND PRICE CERTIFICATION

The FIRM has submitted cost or price information and certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the Commencement Date. The prices under the Contract or any Contract modification, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the FIRM furnished cost or price information that, as of the Commencement Date, was inaccurate, incomplete or not current.

ARTICLE XVI
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.

ARTICLE XVII
PROFESSIONAL LIABILITY INSURANCE

A. The FIRM shall maintain in full force and effect during the term of the Contract professional liability insurance in an aggregate amount of not less than \$1 million (the "Insurance Amount") to 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 its attorneys (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount.

B. If the FIRM is a joint venture, and one party of the joint venture does not have such liability insurance, this requirement may be satisfied if the co-venturer with the liability insurance shall provide assurances of indemnity, satisfactory to the Procurement Officer or his designee, that it will be liable for the performance of the other co-venturer.

C. The FIRM shall purchase and maintain during the term of the Contract, and shall upon Contract award provide to the Procurement Officer evidence of its current insurance policies in effect for its professional liability coverage and for all other coverage required by Section 3.1 of the RFP.

D. The FIRM shall not commence work under the Contract until evidence of all the insurance coverage has been reviewed and approved by the Procurement Officer.

E. The FIRM shall not alter or change, reduce the limit of liabilities, cancel or non-renew any of the required insurance coverage without sixty days prior written notice of same to the Contract Officer and the Procurement Officer, and shall maintain all coverage until it receives notice from the Procurement Officer and the Contract Officer that Contract services have been completed.

ARTICLE XVIII **CONFLICT OF INTEREST**

To avoid potential conflicts of interest which may arise from the FIRM's simultaneous representation of the Agencies and parties participating in the Agency's programs, the FIRM agrees to examine its client/matter listings carefully on a periodic basis, to notify the Agency Contract Officer and the Contract Officer immediately of any potential conflict of interest, and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest. An Agency Contract Officer and/or the Contract Officer reserves the right to make the FIRM aware of situations in which they believe the FIRM is involved that may present a conflict of interest and request that the FIRM promptly remedy the situation. By executing this contract, the FIRM hereby acknowledges and agrees that, upon request of the Agency Contract Officer and/or the Contract Officer, the FIRM, to the extent permitted by the Code of Professional Responsibility, will withdraw from representation of parties whose interests are adverse to the interests of the Agency. The FIRM hereby further acknowledges that the Agency Contract Officer reserves the right to select another law firm as counsel to represent the Agency in a particular matter if the conflict of interest is not resolved to the satisfaction of the Contract Officer and/or the Attorney General.

ARTICLE XXIV
COMPLIANCE WITH LAW

The FIRM hereby represents and warrants that:

A. It is 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 qualified;

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

C. It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract; 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 Contract.

ARTICLE XX
NON-HIRING OF EMPLOYEES

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, 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 FIRM or any approved subcontractor of the FIRM.

ARTICLE XXI
TERMINATION

A. TERMINATION OF CONTRACT FOR DEFAULT. If the FIRM fails to fulfill its obligations under the Contract properly and on time, is unable to continue staffing the Contract as set forth in the Proposal, or otherwise violates any provisions of the Contract, the Attorney General may terminate the 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 Attorney General's option, become the property of the Attorney General provided the sums, if any, due to the FIRM pursuant to this clause have been paid. Each Agency shall pay the FIRM: (a) fair and equitable compensation (based upon the rates of compensation described in Article IV hereof) for satisfactory performance prior to receipt of notice of termination; and (b) all reasonable expenses incurred by the FIRM prior to receipt of such notice, less the amount of damages caused by FIRM's breach. If the damages are more than the compensation payable to the FIRM, the FIRM shall remain liable after termination and the Attorney General or the Agency can affirmatively collect damages.

B. TERMINATION OF CONTRACT FOR CONVENIENCE. The performance of work under this Contract may be terminated by the Attorney General in accordance with this clause in whole, or from time to time in part, whenever the Attorney General shall determine that such termination is in the best interest of the Attorney General, the Agencies or the State. Each Agency will pay the FIRM: (a) compensation for services performed prior to the date of termination based upon the rates set forth in Article IV hereof and (b) all reasonable expenses incurred by the FIRM prior to such date of termination.

C. 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 or any Task Order issued hereunder at any time during the Contract term, this Contract or the Task Order issued hereunder, as the case may be, shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the Attorney General's rights or the Agencies' rights under any other termination clause of this Contract. The effect of termination of this Contract or any Task Order hereunder pursuant to this Article XXI-C will be to discharge the FIRM, the applicable Agency and the Attorney General from future performance of this Contract, or a Task Order issued hereunder the case may be, but not from their obligations existing at the time of termination. The applicable Agencies shall pay the FIRM: (a) compensation for services performed prior to the date of termination based upon the rates set forth in Article IV hereof, and (b) all reasonable expenses incurred by the FIRM prior to such date of termination. The Attorney General shall notify the FIRM within 30 days prior to the termination of the FIRM pursuant to this Section of the Contract; an Agency, after consulting with the Agency Contract Officer, shall notify the FIRM within 30 days prior to the termination of a Task Order issued hereunder.

D. The Contract Officer or the Agency Contract Officer unilaterally may order the FIRM in writing to suspend, delay, or interrupt all of any part of the work for such period of time as he or she may determine to be appropriate for the convenience of an Agency or the State.

ARTICLE XXII INDEMNIFICATION

A. The FIRM shall, within the limitations of the Code of Professional Responsibility, indemnify and hold harmless the Attorney General, the Agencies, and the State and their respective officers, agents, contractors and employees from and against all claims, suits, judgments, expenses, actions, damages and costs (including reasonable attorneys' fees) of every name and description, arising out of or resulting from the performance of the services of the FIRM under the Contract or a breach of any or all of the FIRM's obligations under this Contract.

B. The Attorney General, the Agencies, and the State have no obligation to provide legal counsel or defense to the FIRM in the event that a suit, claim, or action of any character is brought by any person against the FIRM as a result of or relating to the FIRM's obligations under this Contract.

C. The Attorney General, the Agencies, and the State have no obligation for the

payment of any judgments or the settlement of any claims against the FIRM as a result of or relating to the FIRM's obligations under this Contract.

D. The Attorney General, the Agencies, and the State 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 of this Contract.

E. The FIRM shall immediately notify the Contract Officer of any claim or suit made or filed against the FIRM resulting from or relating to the FIRM's obligations under the Contract, and will cooperate, assist, and consult with the Attorney General, the affected Agency and the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the FIRM's performance under this Contract.

ARTICLE XXIII
CORRECTION OF ERRORS, DEFECTS AND OMISSIONS

The FIRM agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the Attorney General, the Agencies or the State. The acceptance of the work set forth herein by the Attorney General or his designee shall not relieve the FIRM of the responsibility of subsequent correction of such errors.

ARTICLE XXIV
ANTI-BRIBERY

The FIRM is required to be aware of the State Finance and Procurement Article, §§ 16-201 *et seq.* of the Annotated Code of Maryland which require that any person convicted of bribery, attempted bribery, or conspiracy to bribe, in the obtaining of a contract from the State of Maryland or any of its subdivisions be subject to disqualification pursuant to the State Finance and Procurement Article, §§ 16-201 *et seq.* from entering into a contract with the State of Maryland, or any county or any subdivision of the State of Maryland for the supply of materials, equipment, or services by the person.

ARTICLE XXV
ANTI-BRIBERY, NON-COLLUSION AND FINANCIAL DISCLOSURE AFFIDAVIT

See Attachment A (Proposal Affidavit) attached hereto and made a part hereof.

ARTICLE XXVI
POLITICAL CONTRIBUTION DISCLOSURE

The FIRM shall comply with the provisions of the Election Law Article, §§ 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that entered into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person received in the

aggregate of \$200,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (1) February 5, to cover the 6-month periods ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

ARTICLE XXVII
DRUG AND ALCOHOL FREE WORKPLACE

The FIRM certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this Contract. Specifically, the FIRM shall:

- A. prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
- B. prohibit its employees from working under the influence of alcohol or drugs;
- C. not hire or assign to work on an activity funded in whole or in part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- D. promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or any of its employees has observed the violation or otherwise has reliable information that a violation has occurred; and
- E. notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

ARTICLE XXVIII
OWNERSHIP OF DOCUMENTS AND MATERIALS

A. The FIRM agrees that all documents and materials in 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 (the "Files") shall at any time during the performance of the services be made available to the Attorney General or the appropriate Agency Contract Officer 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 same without restriction or limitation and without compensation to the FIRM other than that provided in this Contract.

B. Immediately upon termination or expiration of this Contract, the Firm shall

deliver the Files to the appropriate Agency Contract Officer or to a location within the State designated by the appropriate Agency Contract Officer. The FIRM shall have the right to retain copies of those portions of the Files that the Firm reasonably requires for professional liability purposes.

ARTICLE XXIX
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 the State procurement regulations set forth in COMAR Title 21.

ARTICLE XXX
NO ASSURANCE OF WORK

The FIRM acknowledges that the Attorney General may award more than one Contract for assistant labor counsel to the State. The FIRM further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The Agency Contract Officer shall have the sole discretion to determine which contractor shall be assigned to handle a particular case or matter and shall have the further right to assign a particular case to the contractor if the Agency Contract Officer determines such action to be in the best interest of Agency.

ARTICLE XXXI
PRODUCTS AND PROGRESS

The products of the efforts of the FIRM shall become and remain property of the OAG. The FIRM will, at all times, keep the Agency Contract Officers informed of efforts and progress made in the performance of the aforementioned duties, or any other such duties as may be assigned.

ARTICLE XXXII
PROPOSAL AFFIDAVIT

See Attachment A attached hereto and made a part hereof.

ARTICLE XXXIII
CONTRACT AFFIDAVIT

See Attachment B attached hereto and made a part hereof.

ARTICLE XXXIV
PRICE PROPOSAL

See Attachment D attached hereto and made a part hereof.

ARTICLE XXXV
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.

ARTICLE XXXVI
NOTICE

Service of any notice under this Contract shall be complete upon mailing of such notice, mailed through the United States mail, postage prepaid, or hand delivery to the Contract Officer, if such notice is to the Attorney General, with a copy to each Agency Contact Officer identified in a Task Order issued to the FIRM, or to the person executing this Contract on behalf of the FIRM, if such notice is given to the FIRM. The applicable addresses are:

A. For the Attorney General:

Clifton R. Gray
Assistant Attorney General
Department of Budget & Management
Office of the Attorney General
300 West Preston Street, Room 407
Baltimore, Maryland 21201

B. For the FIRM:

ARTICLE XXXVII
EFFECTIVE DATE

This Contract shall take effect as of the date stated above, upon approval and execution by the Attorney General, provided it has first been duly executed by the FIRM.

ARTICLE XXXVIII
INCORPORATION BY REFERENCE

The covenants, representations, terms and conditions of the Proposal Affidavit and the Contract Affidavit attached hereto, are incorporated by reference and made a part hereof, as if more particularly set forth herein.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

ATTEST:

[Name of FIRM]

(Signature)

By:

(Print Name)

(Title)

(Seal)

(Taxpayer Identification Number)

(Date)

WITNESS:

ATTORNEY GENERAL OF MARYLAND

Brian E. Frosh

REVIEWED AND ACKNOWLEDGED ON
BEHALF OF DEPARTMENT OF BUDGET
AND MANAGEMENT:

By: _____

Print Name

Print Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DEPARTMENT
FUNDS AVAILABLE:

By: _____
Assistant Attorney General

By: _____
David R. Brinkley, Secretary

CONTRACT ATTACHMENT D
FORM OF TASK ORDER
(ON OAG-AGENCY LETTERHEAD)

Labor Law Firm
Address

Attention: RE: Assistant Labor Counsel Contract
Task Order for [Agency Name]

Dear _____:

On behalf of _____[department or agency name] (the “Agency”), and in accordance with the Assistant Labor Counsel Contract by and between your firm and the Attorney General of Maryland (the “Contract”), your firm is hereby directed to perform the following task(s):

[Describe tasks]

You will also perform such other services as are customarily associated with the above-described task(s). Pursuant to the Contract, Assistant Attorney General [insert name] will be the Agency Contract Officer for this Task Order. The Agency Contract Officer shall have the authority described in the Contract.

Your firm will be reimbursed for its service by the Agency in strict accordance with Article IV of the Contract. Invoices must be submitted to the Agency Contract Officer at the address shown above. No deviations from the rates specified in the Contract shall be permitted.

This Task Order shall not be deemed a modification of the Contract. By acceptance of this Task Order your firm acknowledges that it has performed an examination of its client list as required by Article XVIII of the Contract, and there are no conflicts of interest in its representation of the Agency in this matter.

Please contact me as soon as possible.

Sincerely,

Assistant Attorney General

Attachment D
Request for Proposals
Assistant Labor Counsel

PRICE PROPOSAL

Name of Offeror: _____

Address of Offeror: _____

In response to the Request for Proposals for Assistant Labor Counsel to represent the Department of Budget and Management, a unit of the Maryland State Government, Offeror submits the following Price Proposal:

I) The following are the fixed melded hourly rates offered during the initial term of the Contract:

- a) all attorneys rendering services \$ _____
- b) paralegals and attorneys not admitted to practice (para-professionals) \$ _____

II) The following are the fixed melded hourly rates offered during any extensions of the term of the Contract:

- a) all attorneys rendering services \$ _____
- b) paralegals and attorneys not admitted to practice (para-professionals) \$ _____

(In the event fixed melded hourly rates are offered only for the initial term of the Contract, those rates shall apply for the entire term of the Contract, including any extensions.)

The undersigned certifies for the Offeror that he or she is authorized to sign this Price Proposal and, to the best of his or her knowledge, the information submitted in this Price Proposal and in response to Part VI of the Request for Proposals is accurate, complete, and correct as of the date set forth below.

Name: _____

Title: _____

Date: _____