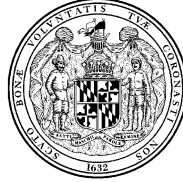


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STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT

WRITER'S DIRECT NUMBER
(410) 767-1237

July 12, 2022

**Questions and Answers Relating to
Request for Proposals for Assistant Labor Counsel dated June 13, 2022**

1. Can you specify who the client would be under the contract stemming from this RFP?

Although the OAG anticipates, based on the history of the Assistant Labor Counsel contract, that the chief agency utilizing the services under the contract will be the Department of Budget and Management given its role in labor negotiations, the client could potentially be any of the agencies and units in the Executive Branch of State government. This includes, but is not limited to, the principal departments of the Executive Branch identified in Md. Code, State Government Art., § 8-201.

2. The RFP mentions “various agencies and units of Maryland state government.” Can you provide a list of the “various other agencies” that could be potential clients?

See response to Question #1.

3. If such a list is not available, could the scope of the proposal be specifically limited to the Department of Budget and Management?

No.

4. What firm or firms currently serve as assistant labor counsel?

Shawe Rosenthal LLP.

5. What are the present hourly rate or rates charged for attorneys and for para-professionals?

Shawe Rosenthal LLP considers its billing rates under the current contract to fall within the confidential commercial information exemption under the Maryland Public Information Act, and will not be disclosed. See Md. Code, General Provisions Art., § 4-335(2).

6. **For the current contract term, what were the total fees charged?**

The total fees charged under the current Assistant Labor Counsel contract (September 2017 to present) are \$616,817.94

7. **Does the scope of services encompass employment litigation (e.g., discrimination claims)? What types of litigation, if any, have outside counsel handled under this contract in the past?**

The scope of the contract is intended to cover traditional labor law matters such as collective bargaining, interest arbitration and grievance arbitration. It is not meant to encompass employment litigation such as the defense of discrimination claims. Performance of the current contract did not involve any litigation.

8. **What firm or firms are currently under contract with the OAG to be assistant labor counsel?**

See response to Question # 4.

9. **Would you please identify the “various other State Agencies” referenced in the below provision for conflicts purposes? [Question cites RFP provision 2.1 – Parties to the Contract]**

See response to Question #1.

10. **In Section 5.3 B.2, you ask offerors to include “the courts in which each [proposed attorney] is admitted to practice, the year of admission and the location of the principal place of business.” Would you accept information about each proposed attorney’s bar admissions, rather than court admissions provided that we also demonstrate that we meet the criteria in 3.4 Admission to Practice?**

Yes.

11. **Would you please provide a copy of the statement required by (J)(2)(b) that is referenced in Section (g) of the Drug and Alcohol Free Workplace affirmation or Section (J)(2)(b) itself (page 20 of RFP)?**

There is no form “statement” that can be provided as requested. Instead, a prospective offeror may fashion any statement to its employees as long as it fulfills the requirements of K(2)(b) of the RFP [*note* – the “Drug and Alcohol Free Workplace” section of the RFP is at Section K and not Section J, and any references within that section to Section J are inaccurate].