

**OUTSIDE LEGAL COUNSEL FOR THE REPRESENTATION OF THE CITY OF BALTIMORE  
AS TO A CONTRACT FOR THE SALE OF LANDFILL GAS TO  
THE UNITED STATES COAST GUARD**

**MARCH 21, 2023**

**Mayor and City Council of Baltimore**

**I. REQUEST FOR PROPOSALS**

**A. OVERVIEW**

The Mayor and City Council of Baltimore (the “City”), acting through its Law Department (“Department”), is issuing this request for proposals (“RFP”) to select outside legal counsel (“Counsel”) to represent the City of Baltimore as to a *Landfill Gas Purchase Agreement By and Between the Mayor and City Council of Baltimore and the United States Coast Guard* (the “Contract”) for the sale of Landfill Gas (“LFG”) to the United States Coast Guard (“USCG”). Firms or attorneys who have represented or currently represent the USCG are not eligible for consideration.

Counsel shall provide all legal services necessary for drafting, amendment, negotiation and execution of the Contract. Counsel is responsible for representation from the assignment by the City Solicitor’s Office, until final resolution via agreement and execution by both parties, regardless of when the case resolves, at no additional fee and at no additional caseload credit in subsequent years. The Contract must be completed and executed no later than October 23, 2023.

**B. BACKGROUND**

On or about October 24, 2007, the Baltimore City Board of Estimates approved a *Landfill Gas Purchase Agreement By and Between the Mayor and City Council of Baltimore and the United States Coast Guard* between the City and the USCG. This contract set forth terms for the sale of LFG generated by the Quarantine Road Landfill to the USCG. The term of this contract is set to expire. A new Contract must be entered into between the City and the USCG in order to continue the sale of LFG, which is in the best interest of both parties.

**C. GENERAL SCOPE OF SERVICES**

**Annual Fixed Fee for Normal Legal Representation**

Counsel will provide legal services/representation to the City for contract drafting, amendment, negotiation and execution of the Contract. Counsel will engage with the USCG as necessary and appropriate to reach mutual agreement as to terms for the new Contract. Counsel will do so for a fixed fee for the duration of the representation.

## D. INQUIRIES

All inquiries concerning this RFP shall be made by email and shall be submitted to: Laura Goodman, Asst. Chief of Operations, Law Dept. Administration at [laura.goodman@baltimorecity.gov](mailto:laura.goodman@baltimorecity.gov), with a copy to Darnell E. Ingram, General Counsel and Chief Compliance Officer, Department of Public Works at [DarnellE.Ingram@baltimorecity.gov](mailto:DarnellE.Ingram@baltimorecity.gov). Questions will be answered in a timely manner. In an effort to provide a fair process and complete information, all submitted questions and their responses will be provided to anyone to whom the Department has provided an RFP.

## E. SUBMISSION OF THE RESPONSE

The response (the "Response") shall consist of the Description and the Price Proposals (as defined below). Please submit the Response via email to:

Laura Goodman, Asst. Chief of Operations  
[Laura.goodman@baltimorecity.gov](mailto:Laura.goodman@baltimorecity.gov)

Darnell E. Ingram, General Counsel and  
Chief Compliance Officer, Department of Public Works  
[DarnellE.Ingram@baltimorecity.gov](mailto:DarnellE.Ingram@baltimorecity.gov)

City Hall, Room 101  
100 Holliday Street  
Baltimore, Maryland 21202  
Telephone: 410-396-3297

All responses to this RFP must be delivered to the above email addresses on or before **Wednesday, April 5, 2023 at 5:00 pm, Eastern Standard Time**. Late responses will not be considered.

The Response must include in the email subject line "2023 Outside Counsel, City-USCG Landfill Gas RFP."

## F. CONTRACT AND LENGTH

The selected Respondents will enter into a contract with the City (the "Contract") which shall consist of the following: this RFP, the Response, and an engagement letter/agreement, all of which shall be binding. The Contract Term begins April 15, 2023 and expires October 24, 2023.

The City has the right to extend the contract for two six-month options on the same terms and conditions, provided it gives Counsel notice of its intent to renew on or before one month before the Contract expires.

The Contract requires Counsel to follow the City's Counsel Guidelines, as amended from time to time, for expenses, billing, etc., to bill the annual fee on at least a quarterly basis, to bill any per case fee on a monthly basis, and to bill break-out cases on a monthly basis, itemizing for the break-out cases the services performed by date, time required, and the attorney or legal staff performing the services. The Contract will include Counsel Guidelines substantially in the form of **Exhibit A** attached. The Counsel Guidelines may be amended by agreement of the Parties, or in nonmaterial ways by the City Solicitor in her sole discretion or may be waived in whole or in part by the City Solicitor. The Contract will require Counsel to follow Settlement Policies as provided by the City Solicitor's Office.

#### **G. FINANCIAL RESPONSIBILITY**

The City has no financial responsibility for any costs incurred by a Respondent in responding to this RFP.

#### **H. ORAL PRESENTATIONS**

The City reserves the right to follow up the RFP with additional questions. The City reserves the right to conduct oral interviews and/or follow-up as it deems appropriate in its sole discretion.

#### **I. SELECTION IN SOLICITOR'S DISCRETION/SERVICES TO BE PROVIDED**

The City will select the Respondent that is offering, in the sole discretion of the City Solicitor, the best combination of service, expertise, and price. **The City expects a high level of service under the Contract.**

#### **J. EFFECTIVE PERIOD OF RESPONSE**

Responses must remain in effect until the Respondent withdraws the Response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

#### **K. RIGHT OF REJECTION; WAIVER**

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any or all Responses in its sole discretion, to waive any irregularity or informality in a Response, and to accept or reject any item or combination of items, when to do so would be in the City's interest.

#### **L. PUBLIC INFORMATION**

Proposals are subject to disclosure pursuant to the provisions of the Maryland Public Information Act, Section 10-611 *et seq.* of the State Government Article of the Annotated Code of Maryland. Each Respondent must identify specifically those portions of its Response, 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 under the Public Information Act, be disclosed by the City.

## **M. DETAILED SCOPE OF SERVICES**

### **1. Drafting and Amendment, Negotiation, Execution**

Counsel will handle all aspects of drafting of the Contract, which may include, but is not limited to: amendment and updating of the prior executed contract of the parties reflective of agreed upon terms, and/or generating a wholly new Contract between the parties reflective of agreed upon terms. Counsel shall further handle all aspects of negotiation with the USCG, its attorneys and/or representatives, to arrive at mutually agreeable terms and ultimately a Contract to be executed by both parties. Counsel will handle and facilitate the execution of the Contract.

### **2. Responsible Partner/Lead Counsel**

Counsel shall identify the individual within the firm who will bear the ultimate responsibility for the services provided under this Contract, ensuring adequate staffing and the quality of representation (the "Responsible Partner"). Counsel shall also indicate whether that individual, or another partner or partner-level attorney(s) within the firm, will be the lead attorney throughout the duration of the Contract, who at the very least oversees and guides the services provided under this Contract on a day-to-day basis ("Lead Counsel"). The Responsible Partner will ensure the counsel assigned to cases have adequate support for these services.

### **3. Initial Review**

Within thirty (30) days of receipt of a matter, Counsel's Lead Attorney shall provide the Solicitor and/or his or her designee with an assessment and evaluation, which should summarize relevant law, legal issues, address any unique features of the case, and identify key issues which may impact the Contract. Counsel shall update the Solicitor and/or his or her designee as to progress and status, as well as any communication from USCG, as to the Contract.

### **4. Availability**

Counsel will maintain an office in downtown Baltimore or otherwise be available at to meet in person, or virtually by mutual agreement, with the Solicitor and/or his or her designee. If Counsel is not located in downtown Baltimore, it must be available at short notice and may not charge for any time or mileage spent in travel

to or from the Law Department or to meet with other individuals as necessary under the Contract.

Counsel shall be available for informal consultation with the Law Department about interpretation and application of new or complex case law.

Counsel must cooperatively and proactively work with the Law Department through the completion and execution of the Contract.

## **6. Collection of Data and Reporting**

Counsel will collect data and information as to the status of this matter in an ongoing fashion. Counsel will provide report(s) of said data as requested by the City Solicitor. Any/all data collected by Counsel during the course of this representation will be the sole property of the City.

## **7. Media**

Counsel will not speak to the media about this matter in any substantive fashion and will refer all inquiries to the City Solicitor. Counsel shall not independently disclose any report, draft, communication or any other documentation related to this matter to any member of the public.

## **8. Negotiation and Signatory Authority**

Counsel shall have the authority to negotiate the terms of the Contract with USCG on behalf of the City. Counsel, in its negotiations, shall be bound and subject to the terms set forth by the City. The City, by and through its officials as required by relevant law, shall have final signatory authority over the Contract.

## **9. Indemnification and Insurance**

Counsel will agree to indemnify, defend and hold harmless the City from any and all third-party claims or contentions, damages, costs, liability and attorneys' fees as a consequence or result of any claim or lawsuit related, in any way, to the City's sale of LFG to the USCG. Counsel will maintain in full force and effect comprehensive professional liability insurance in accordance with Section II.D.13 below.

# **II. THE RESPONSE**

This section states the terms and conditions governing the Response.

## **A. COVER LETTER AND IDENTIFICATION**

Respondent should include a cover letter of not more than two pages with the name and contact information of the person or persons authorized to represent the

Respondent regarding all matters related to the Response. The Respondent's name and address should be on each page of the Response.

## **B. FORMAT REQUIRED**

Conformance to format requirements is critical for the evaluation team to be able to locate the materials needed for the evaluation. The response package must include the following information and documents in the following order. The Respondent's name and address should be on each page of the Response.

## **C. FORMAT SPECIFICATIONS**

1. Table of contents
2. Executive summary. The summary shall contain an outline of the Respondent's general approach together with a brief statement of the significant points of the Response, and a description of the major sections of the Response.
3. Respondent may include standard promotional material; however, that material may not substitute for providing the specific information requested herein.

## **D. REQUIRED INFORMATION AND QUALIFICATIONS**

ANSWER EACH QUESTION IN THE ORDER ASKED:

1. Include Respondent's agreement to be bound by the terms of the Response without modification.
2. Identify the individual within the firm who will bear the ultimate responsibility for the services provided under this Contract, ensuring adequate staffing and resources for each case and the quality of representation (the "Responsible Partner").
3. Identify the partner or partner-level attorney(s) (individually or collectively, the "Lead Counsel") within the firm who will be the lead attorney on each case who at the very least oversees and guides the services provided under this Contract in cases for which they are responsible on a day-to-day basis.
4. Describe how the Responsible Partner plans to address the City's desire for a high level of service under any contract awarded pursuant to this RFP. Also indicate the degree to which the Responsible Partner will be able to commit the firm's resources to the City and to the negotiation and execution of the LFG Contract.
5. Include a resume detailing the background and qualifications and position within the law firm of the designated Lead Counsel.
6. Describe the other commitments of Lead Counsel designated and how those commitments might impact the Lead Counsel's ability to implement any Contract that is awarded under this RFP.

- 7.** Briefly describe your firm's Responsible Partner's and the Lead Counsel's participation in contract negotiations with government entities, including the federal government. If you are an incumbent firm, please describe with specificity the matters/cases handled for the City, including settlement results, outcomes at trial and on dispositive motions.
- 8.** Include any other information important to the evaluation of the Lead Counsel's and the firm's experience and capabilities in contract negotiations with government entities, including the federal government.
- 9.** Provide a staffing plan detailing each professional within the firm who is expected to perform work under any Contract awarded under this RFP. Please also include a resume explaining the background and qualifications of each professional listed in the staffing plan. If the professional is an attorney, please list all jurisdictions (state and federal) where the attorney is admitted to practice law. Please provide a description of each professional's role and responsibilities under the Contract, as well as state the normal hourly rate for the professional. If the hourly rate for any professional will be different for break-out cases, please so state.
- 10.** Describe your firm's commitment to diversity and inclusion in your workforce and the community over the past several years including specific actions taken in this regard by your firm. Identify all minority or female attorneys who will work on this contract and the anticipated level of activity.
- 11.** State separately the number and percentage of your firm's minority partners, female partners, minority associates, and female associates.
- 12.** Please include a separate statement that your firm and the professionals listed in the staffing plan do not have or anticipate having a potential conflict of interest with the City or USCG, or identify any potential firm conflicts of interest. Describe in detail any legal work by your firm in which you represent individuals, business entities, community groups, or any other type of organization related to the USCG, the City or any other municipal/state/federal government entity. Include all criminal defense work.
- 13.** Include a statement binding your firm, if selected as Counsel, to maintain in full force and effect full comprehensive professional liability insurance (the "Insurance") of a sufficient amount to cover all potential claims arising as a result of the firm's representation on behalf of the City. Such insurance coverage shall be no less than Ten Million dollars (\$10 million) per claim and Twenty Million dollars (\$20 million) in the aggregate. This insurance must be effective during the total term of the Contract (including any options thereunder) and all years thereafter necessary to cover (i) any continued activities of your firm to complete its representation under the Contract and (ii) any claims made within the applicable statute of limitations. Provide a description of the coverage and amount of the Insurance and proof of such insurance. Acknowledge that if selected as Counsel, your firm will provide the City proof of such Insurance immediately upon request at any time during the contract. List any pending claims or disputes against your insurance relating to prior contract negotiations with government entities, including the federal government.
- 14.** Include a statement binding your firm, if selected as Counsel, to indemnify, defend and hold harmless the City from any and all third party claims or contentions, damages, costs, liability and attorneys' fees as a consequence or result

of any claim or lawsuit related, in any way, to the City's sale of LFG to the USCG, and further a statement that your firm will maintain General and Professional Liability Insurance ("Insurance") in an amount satisfactory to the City to fulfill its obligations under this Release and Indemnification Agreement.

#### **E. PROPRIETARY INFORMATION**

Flag in large red letters any proprietary information that you do not wish to be publicly disclosed. Do not claim that your entire response is proprietary or confidential. The City shall not be responsible for inadvertent disclosure or for disclosure required under the Maryland Public Information Act.

#### **F. REFERENCES**

The City reserves the right to request references after submission of the Response.

#### **G. PRICE PROPOSAL**

Provide price proposals for this Contract (the "Price Proposal") based upon billable hour and/or flat-fee case rates. Innovative price proposals are welcome. The Price Proposal should be as short as possible, preferably no more than two pages. Billable hour and/or flat-fee case rates do not include expenses eligible for reimbursement such as outside expert fees, deposition and transcript costs, and filing fees. See Counsel Guidelines.

#### **H. PRESENTATIONS**

The City may request a Respondent(s) to come in for an Interview or to make a Presentation; however, the City is not obligated to do so. The Respondent cannot use the presentation to change or negotiate any portion of its proposal. The City will not discuss or disclose other Respondent's submittals but will limit discussion to the particular Respondent's Response.

#### **I. NEGOTIATIONS AND BEST AND FINAL**

1. This solicitation will result in the submission of responses (not Bids), and the evaluation and award process will be based on the overall technical and price response scoring, and not only the proposed price. Therefore, the City may, at its sole discretion, enter into negotiations with Respondents that receive sufficiently high and acceptable overall evaluation scores to make them eligible for award, and to invite "best and final offers" as deemed to be in the best interest of the City.
2. The City reserves the right to negotiate a change in any element of the Contract or any part of this RFP.
3. The City is not obligated to negotiate and may make an award based on either the initial evaluation or negotiated "best and final offers" as determined by and at the City's sole discretion as being in the City's best interest.



4. If an agreement cannot be reached with a recommended Respondent, negotiations will be attempted with the other Respondents.

### **III. EVALUATION CRITERIA**

#### **A. CRITERIA**

The factors to be used in evaluating the responses will include the following:

1. Level of service, the expertise of the firm, and the price. The City is seeking the highest level of service combined with the requisite expertise and the best possible value.
2. Experience representing government entities in contract negotiations with other government entities, including the federal government.
3. Inclusion of minority and female attorneys in the group of attorneys to be involved in the representation.
4. Prior representation of the City or any of its departments.
5. Quality of references, if requested.

#### **B. METHOD OF EVALUATION**

The General Counsel and Chief Compliance Officer will select the Response that meets the City's objectives as outlined by this RFP. Evaluations will be conducted by an evaluation team selected by the City Solicitor in her sole discretion. **The General Counsel is not required to select the low-cost Respondent.** Experience of attorneys and quality of representation will be important considerations.

#### **C. RESERVATION OF RIGHTS**

The City reserves the right to negotiate a change in any element of the Contract or any part of this RFP.