

RFP 2024-P-01

BALTIMORE COUNTY PUBLIC LIBRARY
PURCHASING DEPARTMENT, FISCAL SERVICES
320 YORK RD
TOWSON MD 21204-5179



**BALTIMORE COUNTY
PUBLIC LIBRARY**

REQUEST FOR PROPOSAL
COMPREHENSIVE LEGAL SERVICES

RFP 2024-P-01

Issue Date: **August 16, 2023**
Due Date: **September 15, 2023, 3:00 PM (EDT)**

Dave Otto, Purchasing Agent
Phone: 410.887.6155
Email: tdotto@bcpl.net

BIDDER CHECK LIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original and required duplicate copies?
- Have you signed the Acknowledgement of Sample Contract and Addendum(s) page 16?

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General Instructions for Proposals

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Library. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the PROPOSAL NAME AND NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Invitations to Bid and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Department.

1.3 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Department. The Library assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this proposal must be directed to, and will be issued by, the Purchasing Department.

1.4 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Department in writing at once, but in no case later than five (5) business days prior to the scheduled closing of bids. Exceptions stated do not obligate the Library to change the specifications. The Purchasing Department will notify all with changes on the website, of any substantive revisions to the specifications or instructions.

1.5 Unless a written exception detailing nonconformance to specifications is noted on the bid, any part number, product number, catalog number, etc. noted on the bid will be considered in full compliance with the specifications.

1.6 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the Vendor.

1.7 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including the follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.8 Issuing Officer: The sole point of contact for the Library for purposes of this proposal is the Purchasing Department, listed in the General Conditions of the Proposal; questions regarding any aspect of the competitive process must be directed to the Purchasing Department, in writing.

2. Award of Solicitations

2.1 It is the intent of the Library to make an award to the lowest responsive and responsible bidder whose proposal best meets the needs of the Library provided the bid has been submitted in accordance with requirements of the Proposal, and is judged to be reasonable.

2.2 Awards on Requests for Proposals and Invitations to Bid will be made within one hundred and eighty (180) days after bid closing unless otherwise indicated in the solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 Where there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be

considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated without a discount offer. However, should that bidder obtain award by consideration of the gross price, the Library shall make every effort to obtain the discount. The Library will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted to the Purchasing Agent; Baltimore County Public Library; 320 York Rd; Towson MD 21204-5179. Unless specified otherwise invoices must show vendor's Federal Tax Identification Number or Social Security Number, as appropriate.

2.7 The Library will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non- applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The Library reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The Library reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the interest of the Library.

3.2 The Library may waive formalities in bids as the interests of the Library may require.

3.3 The Library reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The Library reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the interest of the Library.

3.5 The Library may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specification's intent, materially affect the operation for which the items or services being purchased, nor increase estimated maintenance and repair costs to the Library.

3.6 At any time during normal business hours and as often as the Library may deem necessary, the Vendor shall make available all records, information and documentation related to the subject matter of this contract for inspection and/or photocopy. This includes but is not limited to, all contracts, invoices, payroll, and financial audits by the Library, its employees or agents,

3.7 Notwithstanding any other terms or provisions of the contract, in the event the Library is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the Library (and its members and agents), the Library shall not be liable directly or indirectly for any claims caused to or suffered by the Vendor or any person in connection with or as a result of such prevention, restriction or delay.

3.8 The Library further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services. Bidders shall furnish all such information for this purpose as the Library may request. The Library also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly or in a manner acceptable to the Library, all of which shall be the Library's sole discretion.

General Instructions for Proposals

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in the specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose, unless otherwise indicated in the specifications.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which price to offer. Submission by a bidder of prices for more than one unit per line item shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature or samples as may be called for by the specifications or proposal.

5.5 If products to be provided to the Library contain any substances that could be hazardous or injurious to a person's health, a materials safety data sheet (MSDS) must be provided to the Purchasing Department. This applies also to any product used by a Vendor when providing a service to the Library.

5.6 Specifications are based on Library needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet Library requirements, and to ensure consistency with Library policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the proposal, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The Library may terminate a contract, in whole or in part without cause, by providing written notice thereof to the Vendor. In the event of termination, without cause, the Library shall advise the Vendor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Vendor shall be paid for all reasonable costs incurred by the Vendor up to the date of termination set forth in the written notice of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments are to be provided on a lump sum basis shall be prorated by the Library based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the Library shall have the right upon the happening of any default, without providing notice to the Vendor: 1) to terminate a contract immediately, in whole or in part; 2) to suspend the Vendor's authority to receive any undisbursed funds; and/or 3) to proceed at any time or from time to time to protect and enforce all rights and remedies available to the Library, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief. The Library may also proceed to take any action authorized or permitted under applicable laws or regulations.

6.2.2 Upon termination of this contract for default, the Library may elect to pay the Vendor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default,

all as determined by the Library and at its sole discretion. If the damages exceed the undisbursed sums available for compensation, the Library shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the Library shall have the right to terminate the contract without prior notice and without any obligation or penalty.

7. Hold Harmless - Indemnification

7.1 The Vendor shall defend, indemnify and hold harmless the Library, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the Library, its employees, agents or officials resulting from any act or omission committed in the performance of duties imposed by and performed under the terms of the contract. The Vendor shall not be responsible for acts of gross negligence or willful misconduct committed by the Library.

7.2 The Vendor shall also defend, indemnify and hold harmless the Library, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the Library, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, propriety information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the Library to the contrary, the Vendor shall provide defense for the Library, its employees, agents and officials in accordance with this Article and in doing so the Vendor shall allow the Library to participate in said defense of the Library, its employees, agents and officials, to the extent and as may be required by the Library. The Vendor shall cooperate with the Library in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the Library for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the Library.

8. Minority Business Enterprise (MBE) and Small Business Notice:

Although there is no requirement that the Vendor be an MBE, a Woman-Owned Enterprise (WBE), or a Small Business, M/WBE's and small businesses are encouraged to respond to this solicitation. Further specifications can be found at http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/minoritybusiness/#Compliance_and_Monitoring.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency/department or other objective sources.

9.2 Bidders desiring to appeal a decision of the Library must deliver written protests to the Purchasing Agent within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision; examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

10. HIPAA: The Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the Library.

General Instructions for Proposals

11. Terms of Contract

11.1 Any contract awarded pursuant to this solicitation shall be by and between the successful offeror and the Library, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this proposal evidences the Vendor's acceptance of the terms and conditions herein.

11.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws of Maryland and Baltimore County.

12. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

13. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

14. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

15. No Waiver, Etc.: No failure or delay by the Library to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the Library from exercising any such right, power, or remedy at any later time or times.

16. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals.

16.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the Library. Proposals may not be withdrawn during this period.

16.2 Modifications: The Library may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any Library-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the Library, unless made in writing by its representative.

16.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the Library. The Vendor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award or any of its rights, title, or interest therein, without the prior written consent of the Library, which shall not be unreasonably withheld.

16.4 Additional Reservations for RFPs and Bids

16.4.1 This RFP/Bid creates no obligation on the part of the Library to compensate offerors for proposal preparation expenses. The Library reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

16.4.2 The Library reserves the right to waive minor irregularities, to negotiate in a manner necessary to best serve the interest of the Library, and to make a whole award, multiple awards, a partial award, or no award. The Library reserves the right to cancel this bid, in whole or in part at any time.

16.4.3 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and offerors may be required to justify why such material should not, upon request, be disclosed by the Library under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The Library may disclose such information if required by law, court order or subpoena.

Summary Bid Information

1. OBJECTIVE AND BACKGROUND INFORMATION

- 1.1. It is the intent of Baltimore County Public Library (BCPL) to enter into an Agreement with one (1) qualified firm that can provide Comprehensive Legal Services, as detailed in the section titled *General Scope of Work*, for a term of one (1) year with a possible option of a continuance for each of the four (4) subsequent years at the sole discretion of BCPL.
- 1.2. The term for service is one year from the date of award and signed contract.
- 1.3. Baltimore County Public Library consists of 19 branches and one Administrative Office. The Board of Library Trustees is comprised of seven members appointed by the County Executive.
- 1.4. The Administrative Offices are located at 320 York Road, Towson, MD 21204. The Library is a quasi-independent agency of Baltimore County.
- 1.5. Baltimore County Public Library employs approximately 550 employees, 300 full time, and 250 part time, in approximately 75 positions.
- 1.6. Baltimore County Public Library serves a population of more than 845,000 county residents, providing equal access to library services for the entire community through 19 physical locations as well as outreach services, mobile library services, and online resources. Baltimore County Public Library Fiscal Year 2022 approved budget was for approximately \$43,000,000. The fiscal year begins on July 1st and ends on June 30th.
- 1.7. The specifications, terms, and exhibits of this RFP will become Exhibit A of the contract to be awarded as a result of this bid. Terms and Conditions as described in the BCPL Contract will apply. A Sample of the Standard BCPL Contract can be found on our website at <http://www.bcpl.info/about-us/bid-opportunities> and acknowledgement of this contract is a requirement for complete bid submission (See Page 16.)

2. CONTACT INFORMATION

- 2.1. Proposals, questions, and inquiries should be directed in writing to:
Dave Otto
Purchasing Agent
Baltimore County Public Library
320 York Rd.
Towson, MD 21204
tdotto@bcpl.net

3. SCHEDULE

- | | |
|----------------------------------|-----------------------------------|
| 3.1. RFP Issued | August 16, 2023 |
| Deadline to Submit Questions | August 30, 2023, 3:00 PM (EDT) |
| Addendums Posted (if necessary) | September 01, 2023 |
| Deadline for Proposal Submission | September 15, 2023, 3:00 PM (EDT) |
| Estimated Date of Contract Award | October 13, 2023 |

Summary Bid Information

- 3.2. No pre-bid conference will be held in regard of this RFP.
- 3.3. The deadline to submit any questions regarding this RFP or the work to be performed must be submitted in email to the Purchasing Agent indicated in Section 3.1 by August 30, 2023, 3:00 PM (EDT). Any questions received after this time will be deleted. Purchasing Agent will acknowledge that emails concerning questions have been received. Answers to any questions will be made as an Addendum and posted on the BCPL Bid Opportunities website by the end of day September 01, 2023.
- 3.4. Should an Addendum be created, it will become a portion of this RFP and the bidder will be required to acknowledge that it has been read.
- 3.5. All proposals are to be received by the Purchasing Agent or member of the Fiscal Services Department of Baltimore County Public Library, Towson location by September 15, 2023, 3:00 PM (EDT). All proposals will be marked by the time and date received. Proposals that arrive after the 3:00 PM deadline will not be accepted.

4. SUBMISSION OF BID

- 4.1. In order to be considered one (1) signed original and four (4) photocopies must be submitted to the Purchasing Agent. Bidders should allow sufficient time for their proposal to be received. The proposals will be date stamped by the BCPL Purchasing Agent or member of the Fiscal Services Department as they are delivered. Any bid received after the date and time indicated in Section 3.5 will be disqualified. There will be no formal proposal opening.
- 4.2. A complete bid is considered a submission in which all information as requested by Baltimore County Public Library has been supplied and all areas requiring a signature have been acknowledged. The cost of preparing proposals is the responsibility of the bidder. BCPL will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide all requirements will result in the disqualification of the proposal.
- 4.3. Oral bids, either phone or in person, faxed bids, or email submissions are invalid and will not be considered.
- 4.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders and unnecessarily elaborate brochures, or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 4.5. Proposals must be submitted using the label provided in this bid package. Copies of the label must be used for multiple packages.

5. TERMS OF CONTRACT

- 5.1. The Purchasing Agent will submit the contract to the chosen firm within 15 days of them

Summary Bid Information

having won the award.

6. AWARD

- 6.1. Award will be made using a weighted scoring system based on the following criteria for a firm providing Comprehensive Legal Services.
- Qualifications, Experience, and Background: Experience, training, and education that is pertinent to the services requested for a firm providing Comprehensive Legal Services.
 - Client History: Client list and history with references to contact from accounts worked within the past five (5) years as well as how these clients may be similar in scope to BCPL.
 - Proposed Work Plan: The methods used and how the work for BCPL will be conducted.
 - Proposed Fee Arrangements: Complete costs for the firm providing Comprehensive Legal Services and all associated fees to be charged to BCPL.
 - Selected vendors may be invited to make oral presentations, without cost to BCPL, to the staff members conducting the evaluation and scoring. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions to discuss/clarify any and all aspects of the proposal.
 - Additional approval from the Board of Library Trustees may be necessary.

Criteria for Selection	Points
Qualifications, Experience, Background	30
Client History	20
Proposed Work Plan	30
Proposed Fee Arrangements	20
Maximum Total for all Criteria	100

6.2 The proposals will be scored by staff that may include the Chief Executive Officer, Chief Officers, Director of Human Resources, and Director of Fiscal Services and/ or alternate staff members. The proposals may also be scored by the Board of Library Trustees.

7. PRICING

- 7.1. The total all-inclusive maximum price to be bid for the Comprehensive Legal Services is to contain all direct and indirect costs including all out-of-pocket expenses.
- 7.2. The proposal is to include an itemized schedule and list of possible expenses related to this project.

8. INVOICING AND TERMS OF PAYMENT

- 8.1. Invoices must be legibly prepared showing the full description and price of work performed. Invoices must be submitted to Purchasing, Baltimore County Public Library, 320 York Rd, Towson MD 21204.
- 8.2. Progress payments may be submitted during the course of the engagement, but no

Summary Bid Information

more than one per month, based on hours of work completed in accordance with the nature of work performed by the firm providing Comprehensive Legal Services' personnel and in the performance of work under the Contract.

8.3. Baltimore County Public Library reserves the right to withhold payment for any service which is questionable and/or has not been properly documented.

9. INSURANCE AND BONDING

9.1. The firm providing Comprehensive Legal Services shall be required to execute a certificate of insurance form and proof of bonding for theft within fifteen (15) calendar days of notice to award being given. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

9.2. The firm providing Comprehensive Legal Services shall be required to provide evidence of appropriate professional liability insurance, and errors and omissions insurance.

10. REFERENCES

10.1. The firm providing Comprehensive Legal Services must provide a minimum of three (3) client references who can attest to the contractor's ability to provide the services and skills requested. References should be current (having taken place within the past five [5] years,) and the name of each references firm, contact person, and telephone number and email is required.

10.2. Should your proposal be selected a current W-9 will be requested.

11. TERMINATION

11.1 BCPL reserves the right for Termination for Convenience and for Default as stated in Section I, Part 6.

Scope of Work

1. **GENERAL SCOPE OF WORK**

Services required are anticipated to include:

1. The Firm shall be readily available to perform the following legal services, as requested by the Board of Library Trustees, Chief Executive Officer, Chief Officers, Director of Human Resources, and Director of Fiscal Services:

- a. Provides in-house legal counsel on labor and employment related matters, which may include, but is not limited to, human resources issues, wage and hour law, workers' compensation, unemployment and other state agency claims, labor relations, employee benefits, employment agreements and policy related issues, EEO, ADA, and FMLA matters, employment related litigation, grievances, and arbitrations.
- b. Review, draft, and negotiate contracts and leases. Advise the Board of Library Trustees and Library Administration on contract issues.
- c. Advise on municipal, corporate, and tax-exempt organization legal issues.
- d. Advise on intellectual property issues.
- e. Review personnel, fiscal, and other policies, as well as corporate by-laws
- f. Attend Board of Trustees and Committee meetings, as necessary, to provide legal advice.
- g. Advise on responses to subpoenas, court orders, requests for information from third parties.
- h. Provide support, as requested, to the Baltimore County Office of Law, which will represent Baltimore County Library in regard to claims, lawsuits and other litigation matters and disputes brought against it pursuant to the Local Government Tort Claims Act (LGTCa).
- i. Other legal services as needed.

2. **CAPABILITIES AND SPECIFICATIONS**

2.1. The proposal should include a review of the following:

- Offer a structured narrative of the proposed work plan describing method to be used and how the Comprehensive Legal Services will be conducted.
- Furnish background information including qualifications and experience with providing Comprehensive Legal Services.
- Submit explanation of successful notable past performance of related work.
- Furnish resumes of fundamental personnel who will be responsible for the Comprehensive Legal Services.
- Submit documentation stating that the attorney representing BCPL is a member in good standing of the Maryland Bar and the Maryland Court of Appeals.

Scope of Work

3. ONCE AN AWARD IS MADE

3.1. Once the bid is awarded all questions regarding work should be directed to:
Sonia Alcántara-Antoine, CEO, Ph. 410-877-6160.

3.2. The awarded firm shall conform to all Federal, State, and Local Laws as well as those in place by the Baltimore County Public Library Board of Trustees.

RFP 2024-P-01

Bid Reply Label

*CUT OUT AND
SECURE TO THE
OUTSIDE
OF YOUR RESPONSE
ENVELOPE.*

REQUEST FOR PROPOSAL

Date: September 15, 2023, 3:00 PM (EDT)

RFP 2024-P-01

REQUEST FOR PROPOSAL
COMPREHENSIVE LEGAL SERVICES

TO: Baltimore County Public Library
Purchasing Department
320 York Rd
Towson, MD 21204

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Technical Proposal

1. COVER SHEET

To be submitted with both the Technical and Financial Proposal of your firm

Firm/Company Name: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Signature _____ Date _____

Print Name _____ Title _____

Technical Proposal

2. FORM OF PROPOSAL

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL PROPOSAL OFFEROR OR BY AUHORIZED OFFICIAL IN THE FIRM ACKNOWLEDGING AND ACCEPTING ALL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL.

The undersigned, as Bidder declares that the only persons, company or parties interested in the Proposal as principals are named fully; that this Proposal is made without any connection directly or indirectly, with any other bidder for the same work; that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the Board of Library Trustees for Baltimore County, is or will be interested, directly or indirectly, in the performance of the Contract or the supplies relating to it or in any portion of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Contract Form, Specifications, therein referred to; that he has satisfied himself by personal examination of the site of the proposed work, and by such other means as he may have chosen as to the conditions and requirements of the Proposed work, and by such other means as he may have chosen, as to the conditions and requirements of the work; and that he proposes and agrees to that if this Proposal be accepted, he will Contract to furnish all materials and to perform all the work required in the manner prescribed in the annexed Contract, Specifications, and comply with all the stipulations therein contained; that he will complete the work hereunder within the time stipulated after being notified to proceed. The prices indicated in this Proposal cover all expenses including taxes, fees, etc., incurred in performing the work required under the Contract Documents of which the Proposal is a part.

Bid shall be valid for one hundred eighty (180) days.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Technical Proposal

3. PROCUREMENT AFFIDAVIT

3.1 AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

3.2 AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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]:

3.3 AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

3.3.1 Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

3.3.2 Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

3.3.3 Been convicted of any criminal violation of a state or federal antitrust statute;

3.3.4 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 arising out of the submission of bids or proposals for a public or private contract;

3.3.5 Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

3.3.6 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 the above subsections;

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3.3.7 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;

3.3.8 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 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]:

3.4 AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in 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 proceeding, 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]:

3.5 AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

3.5.1 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

3.5.2 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]:

3.6 SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the 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.

3.7 AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

3.7.1 Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, nor any of its employees, have in any way:

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3.7.2 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;

3.7.3 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 take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

3.7.4 Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

3.8 POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, that a person making or having a single contract with a single governmental entity involving cumulative consideration, of at least \$200,000.00 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Elections certain disclosing applicable contributions of \$500 or more, or the lack thereof.

3.9 CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

3.9.1 The Business is a (*Insert State Name*) (*example: Maryland, Ohio, Iowa*) (Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor) (_____), that is registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it is in good standing in the State of Maryland, and that it 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 none, so state _____

3.9.2 Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

3.10 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 or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any

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person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

3.11 NON-DISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

3.11.1 The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test. Such action shall include, but not be limited to the following employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

3.11.2 The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test.

3.11.3 The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.11.4 The Business shall furnish, if requested by the Library, a compliance report concerning our employment practices and policies in order for the Library to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

3.11.5 In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further Library work.

3.11.6 The Business shall include the special provisions outlined herein pertaining to

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nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

3.12 ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Library and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) 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 this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County Public Library, Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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, AFTER DILIGENT INQUIRY.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

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Notary Seal

Notary: _____

My Commission Expires: _____

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4. Acknowledgement of Sample Contract and Addendum(s)

4.1 Bidder acknowledges receipt of the Sample Contract Agreement and Addendum(s):

Sample Contract Agreement _____ Bidder's Initials ____

Addendum No. _____ Bidder's Initials ____

Addendum No. _____ Bidder's Initials ____

Addendum No. _____ Bidder's Initials ____

4.2 A sample of the Contract Agreement to be issued to the winning bidder of this RFP is posted on the BCPL website at: <http://www.bcpl.info/about-us/bid-opportunities>. Print a copy of the Contract Agreement and include it with this page acknowledging you have reviewed the document and any published Addendum.

Financial Proposal

1. Fees

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR COMPREHENSIVE LEGAL SERVICES
FOR ONE YEAR**

(Complete the form below, one each for five (5) one-year terms)

	Hours	Standard Hourly Rates	Quoted Hourly Rates	TOTAL
Attorney				
Staff (specify)				
Staff (specify)				
Other (specify)				
Total all-inclusive maximum price for Comprehensive Legal Services				