


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages	
2. Amendment/Modification Number		3. Effective Date	4. Requisition No.	5. Solicitation Caption	1	6
A002		September 14, 2018		Outside Legal Services - Environmental		
6. Issued by: Code CB0 Office of the Attorney General Support Services Division/Procurement Unit 441 4 <sup>th</sup> Street NW, Suite 1100 South Washington, DC 20001-2714			7. Administered by (If other than line 6) Office of the Attorney General Deputy Attorney General, Public Advocacy Division 441 4 <sup>th</sup> Street NW, Suite 650 North Washington, DC 20001-2714			
8. Name and Address of Contractor (No., street, city, state and zip code)       Code Facility Code				X	9A. Amendment of Solicitation No. OAG-FY18-R-0008	
					9B. Dated (See Item 11) August 22, 2018	
					10A. Modification of Contract/Order No.	
					10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. <b>Offerors must acknowledge receipt of this amendment</b> prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>one</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email which includes a reference to the solicitation and amendment number(s). FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or email, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. Accounting and Appropriation Data (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.						
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.						
C. This supplemental agreement is entered into pursuant to authority of:						
D. Other (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return to the issuing office.						
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  Request for Proposals No. OAG-FY18-R-0008 for Outside Legal Counsel, as amended, is hereby further amended as follows.  A. Block 5, Cover Page, is amended to add 8/22/2018 as Date Issued.  B. Block 12, Cover Page, is amended to delete "30" and substitute "180" calendar days from receipt of offers as the acceptance period.  C. The extended closing date of September 19, 2018, at 2:00 p.m. local time, is unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A remain unchanged and in full force and effect.						
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Janice Parker Watson			
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia 		16C. Date Signed 9/14/2018	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			



- D. **Section B.3, PRICE SCHEDULE**, is hereby revised to add subsections and correct the Estimated Not-to-Exceed Contract Amount for Option Period 2. Accordingly, substitute the following:

**B.3 PRICE/COST SCHEDULE**

**B.3.1 BASE PERIOD – Five (5) Years from Date of Award**

Contract Line Item No. (CLIN)	Description of Services	Percentage of Gross Recovery to District	Not-to-Exceed Total
0001	All Legal Services		NTE \$25,000,000.00
0002	Other Direct Costs	N/A	NTE \$1,000,000.00
Estimated Not-to-Exceed Contract Amount			NTE \$26,000,000.00

**B.3.2 OPTION PERIOD ONE (1) (YEARS SIX AND SEVEN)**

Contract Line Item No. (CLIN)	Description of Services	Percentage of Gross Recovery to District	Not to Exceed Total
1001	All Legal Services		NTE \$25,000,000.00
1002	Other Direct Costs	N/A	NTE \$1,000,000.00
Estimated Not-to-Exceed Contract Amount			NTE \$26,000,000.00

**A. OPTION PERIOD TWO (2) (YEARS EIGHT AND NINE)**

Contract Line Item No. (CLIN)	Description of Services	Percentage of Gross Recovery to District	Not to Exceed Total
2001	All Legal Services		NTE \$25,000,000.00
2002	Other Direct Costs	N/A	NTE \$1,000,000.00
Estimated Not-to-Exceed Contract Amount			NTE \$26,000,000.00

<b>GRAND TOTAL ESTIMATED NOT-TO-EXCEED CONTRACT AMOUNT</b>			NTE \$26,000,000.00
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**E. Section B.5, OTHER DIRECT COSTS:** Substitute the following as the first paragraph:

Other Direct Costs (ODC) may be paid under this contract. The annual ceiling for ODCs is \$1,000,000.00, which may be modified as determined reasonable and necessary in the course of investigation and litigation. See Sections C.5.3 and G.10, **COST REIMBURSEMENT CEILING**.

**F. Section C.3, DEFINITIONS/GLOSSARY,** is hereby revised to add the definition of "Superfund":

**Superfund** is a United States federal government program designed to fund the cleanup of sites contaminated with hazardous substances and pollutants. Sites managed under this program are referred to as "Superfund" sites. It was established as the **Comprehensive Environmental Response, Compensation, and Liability Act** of 1980 (CERCLA).<sup>[1]</sup> CERCLA is an act to provide for liability, compensation, cleanup, and emergency response for hazardous substances released into the environment and the cleanup of inactive hazardous waste disposal sites.

**G. Section C.5.2.3 under STAFFING REQUIREMENTS/LABOR CATEGORY DESCRIPTIONS** is renumbered as follows:

**C.5.2.3 Paralegal**

- a. Experienced in providing legal assistance including but not limited to creation of presentations, document drafting, reports, and applications.
- b. Ability to conduct research and perform legal analysis of request or other similar legal support functions which require discretion and independent judgment.

**H. Add Section G.10, COST REIMBURSEMENT CEILING** as follows:

**G.10 COST REIMBURSEMENT CEILING**

- G.10.1 The Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.10.2 The costs for performing Other Direct Costs under this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.10.4 The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.



- G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.10.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8 If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010, as amended, shall be reimbursable.

**I. This solicitation is hereby further amended to respond to questions from prospective Offerors as follows:**

- 1. Can the subcontracting plan include a vendor that has not yet been approved as a CBE or SBE but intends to apply?

**Response 1. No. To be eligible for preference points, the CBE or SBE must be certified by DSLBD at the time the proposal is submitted.**

- 2. Should the technical approach reveal a proposed theory of the case and potential claims given that it will be made public?

**Response 2. Respondents should submit a proposal that complies with all provisions of the RFP, including L.2.4.B, Section I, and must mark any part of their proposal that they want treated as confidential as described in L.6.1 and L.6.2. The District will take steps to preserve confidentiality under FOIA and other applicable laws.**

3. Must certificates of insurance for the required types of insurance be submitted with the response, or are they submitted only once a winning bid is selected?

**Response 3. A Certificate of insurance is to be submitted only by the successful Contractor prior to commencing performance under the contract, per INSURANCE provision I.9.A.**

4. Section II of the Technical Proposal Guidelines (L.2.4), requests relevant case studies and states: "As part of each case study, Offerors should address the extent, nature, and success of both (a) the cooperative processes, and (b) activities involving litigation." What is meant by "cooperative processes" in this context??

**Response 4. "Cooperative processes" refers to any vehicle which resolves Potentially Responsible Parties (PRPs) liability short of litigation. For example, in Superfund matters, a "Consultative Working Group" consisting of major PRPs is established to exchange technical information and discuss potential allocation of liability, referred to as an NBAR (Non-binding allocation of preliminary responsibility). Sometimes an outside mediator is retained to facilitate this process.**

5. The solicitation at section L.15.2 states that if the Offeror is a corporation or partnership and is not registered to do business in the District of Columbia that it must certify its intent to obtain the necessary license, registration or certification prior to contract award. But on OAG's webpage regarding doing business with OAG, it states that all entities that seek to do business with the District of Columbia must be (1) registered with the Office of Tax and Revenue and (2) registered on the District's procurement network (Ariba). Must the Offeror register with the Office of Tax and Revenue and with the District's procurement network prior to being awarded a contract or may the Offeror state its intent to do so if it is awarded a contract?

**Response 5. A corporation or partnership that is not already registered to do business in the District of Columbia must certify with its proposal submission its intent to obtain the necessary licenses, registrations or certifications prior to contract award. The successful Offeror must complete the registrations before the contract can be awarded.**



6. Can you provide any guidance on how to complete the sub-contracting plan under the circumstances of the solicitation? The solicitation states that the sub-contracting plan must identify a specific SBE/CBE business and an estimated value of the sub-contracts. See sections C.5.5 and C.5.6. Here, any need to sub-contract for additional legal services such as document review, document hosting, etc. would be dependent upon the particular needs as they may arise during the course of any potential litigation, and any value of such sub-contracts would be difficult to estimate at this time. Thus, any guidance on how to complete the sub-contracting plan under these circumstances would be appreciated.

**Response 6.** Offerors should use their best efforts to provide a subcontracting plan that includes CBE/SBE subcontractors. Offerors should use their past experience with similar cases to estimate the value of the needed sub-contracts. The District understands that these values are estimates. The quality of the subcontracting plan is worth up to 10 points toward the offeror's technical score.

7. At the proposal meeting, I believe it was mentioned that the requirement that 51% of new hires be District residents (*e.g.* Sections F.3.1., H.5) will not apply to this proposal and contract. We wanted to confirm this, as one of the forms to be submitted with the proposal requires the proposer to comply with the 51% rule. I am attaching the form in question here.

**Response 7.** Not so; the requirements of the District's First Source Act, set forth in Section H.5, the **51% District Residents New Hires Requirements and First Source Employment Agreement** provisions, do apply to NEW employees hired for positions created to perform the contract. It does not apply if you do not need to hire additional employees or add to your current workforce to perform the contract. Reference Section H.1.