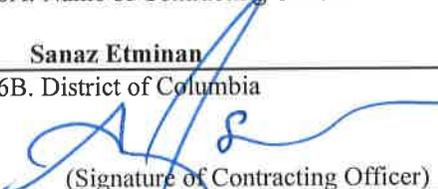


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number OAG-FY17-R-0001		Page of Pages 1 3	
2. Amendment A0003		3. Effective Date See Block 16C		4. Requisition N/A	
		5. Solicitation Caption Outside Legal Counsel			
6. Issued by: Office of the Attorney General 441 - 4 th Street, N.W., Suite 1100 South Washington, D.C. 20001		Code		7. Administered by (If other than line 6) Office of the Attorney General 441 - 4 th Street, N.W., Suite 1100 South Washington, D.C. 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) To All Prospective Offerors		9A. Amendment of Solicitation No. OAG-FY17-R-0001		9B. Dated 8/11/17	
Code		X		10A. Modification of Contract/Order No. N/A	
Facility				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 RFP <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. ISP must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) separate letter or fax which includes a reference to the solicitation and amendment number. 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 ISP. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, telegram or fax, provided each letter or telegram 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 CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): 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 15, Section 1517					
C. This supplemental agreement is entered into pursuant to authority of: The Changes Clause					
D. Other (Specify type of modification and authority) 27DCMR section: 1623 AMENDMENT OF SOLICITATION					
E. IMPORTANT: Contractor is required to sign this amendment and return <u>1</u> copy to the issuing office					
14. Description of amendment/modification (Organized by Section headings, including solicitation/contract subject matter where feasible.) - The purpose of this amendment is to provide answers to questions (Attached).					
Except as provided herein, all terms and conditions of the document is 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 Sanaz Etminan		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed		16B. District of Columbia  (Signature of Contracting Officer)	
				16C. Date Signed 8/16/17	

OAG-FY17-R-0003

Amendment A0003 – Questions and Answers

- (1) Section H.9.1 requires that “at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs)” and that if there are insufficient SBEs then “35% of the dollar volume” is to be subcontracted to CBEs. In this context where the contract is not for a specific dollar amount, what is meant by 35% of the dollar volume? For example, does it mean that (a) the subcontractor must perform at least 35% of the work on the investigation/litigation; (b) the subcontractor must receive 35% of any recovery paid to outside counsel regardless of the % of work they perform; or (c) something else?

The 35% speaks to the total dollar volume of the contract. OAG acknowledges that the dollar value of the contract is unknown at this time and due to the unique nature of this procurement, OAG recognizes the sub-contracting mandate as written is not possible. Thus, OAG has initiated a full waiver of this requirement and anticipates approval by DSLBD within in the next 15 days. However, engagement of our SBE/CBE community is an important mission to OAG to support District-based businesses and contribute to job creation and the city tax base which in turn results in a much stronger local economy. We intend to meet this mission by revising the RFP requirements and evaluation factors to request all offers to provide a sub-contracting plan that demonstrates best level of effort to engage SBEs and/or CBEs. The sub-contracting plans will be scored during the evaluation process. The strongest plans will identify specific SBE and/or CBEs that the firm intends to engage, the services that those entities will provide, an estimate of the sub-contract amount and a timeline identifying the stage in the investigation and/or litigation that the services will be utilized. Examples of services for utilizing SBE/CBEs include, but are not limited to: copying, paralegal, litigation support, graphic production, document review, document hosting, etc. The sub-contracting plan of the winning proposal will be incorporated into the contract and will be enforced by DSLBD.

OAG anticipates an amendment to the RFP addressing the changes as mentioned above by COB August 18, 2017 including an additional extension.

- (2) If it is the case that the subcontracting SBE is to perform 35% of the work, given the complex and long-running nature of potential litigation which we anticipate will result in a great volume of work to be performed in this matter and the small size of SBEs/small number of registered SBEs with relevant skills/expertise, is there a process to seek a waiver or exception from the 35% requirement during the course of contract performance if it becomes practically impossible for a subcontracted SBE or SBEs to perform 35% of the work?

Yes, there is a waiver process. OAG has deemed a waiver appropriate for this procurement and has initiated a waiver request. We anticipate that the waiver will be granted.

- (3) Please clarify whether subcontracting is mandatory for this solicitation. Specifically, does section B.4 require that we include a subcontractor in the proposal or does it only require that if we use a subcontractor such subcontractor must meet the requirements in section H.9?

No, OAG has initiated a waiver for the sub-contracting mandate.

Please also see answer to question 1.

- (4) Pursuant to H.9.1 of the RFP, must every Contractor subcontract with an SBE/CBE to qualify for the bid, or is this requirement only in effect in the event the Contractor decides to subcontract out a portion of the work?

Please see answer to question 1.

- (5) Would an entity that has an application pending for SBE/CBE status with DSLBD at the time proposals are submitted qualify for purposes of satisfying the subcontracting requirements under RFP provision H.9.1?

A pending application will not be accepted as an approved status as a SBE/CBE with DSLBD. In order to be considered a CBE, an offeror must be a CBE at the time of proposal submission.

- (6) Given the ethical prohibitions against fee-sharing with non-lawyers, is it the case that the only entities that can satisfy the SBE/CBE requirement under this contract are law firms/lawyers and that those SBE/CBE law firms/lawyers must receive 35% of the net contingent fee?

No. OAG is not asking the Offerors to fee-share with lawyers or non-lawyers. OAG is requesting that Offerors include a sub-contracting plan that demonstrates best level of effort to include SBEs and/or CBEs. The sub-contracting requirement does not have to be met through sharing attorney's fees (although that is one option); the requirement can be met through services other than legal services, including services that will be included in the costs of the litigation that the Offerors will cover during the course of the litigation.