

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	3
2. Amendment/Modification Number A002	3. Effective Date April 8, 2019	4. Requisition No.	5. Solicitation Caption Outside Counsel for Climate Change Litigation		
6. Issued by: Office of the Attorney General Support Services Division/Procurement Unit 441 4 th Street NW, Suite 1100 South Washington, DC 20001-2714		Code CB0JPW	7. Administered by (If other than line 6) Office of the Attorney General Public Advocacy Division 441 4 th Street NW, Suite 600 North Washington, DC 20001-2714		
8. Name and Address of Contractor (No., street, city, state and zip code)		X	9A. Amendment of Solicitation No. DCCB-2019-R-0011		
			9B. Dated (See Item 11) February 28, 2019		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility Code				
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 checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offerors 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) 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)					
E. IMPORTANT: 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. DCCB-2019-R-0011 for Outside Counsel for Climate Change Litigation, as amended, is hereby further amended as follows: A. Date and time for receipt of proposals is hereby extended to 12:00 noon, on April 18, 2019. B. Section B.3.5, REIMBURSABLE COSTS: The second sentence in the first paragraph is revised to read as follows: The ceiling for such costs is \$1,000,000.00, which may be modified as determined by the District, at its sole discretion, to be reasonable and necessary in the course of investigation and litigation.					
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	
				4/08/2019	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

C. Section C.5.2 is retitled **MINIMUM STAFFING REQUIREMENTS/LABOR CATEGORY DESCRIPTIONS**, and the prefatory statement is revised to read “The following minimum staff positions are required.”

D. Section F.2.4 is revised to read as follows:

Continuation Beyond the Expiration of Option Period Two

If the Contractor has filed a lawsuit and that lawsuit has not been adjudicated ninety (90) days prior to the expiration of Option Period Two (Year Nine), the District may extend the Contract for up to two (2) additional two-year option periods. In no event shall any such extension of the Contract entitle the Contractor to additional fees.

E. Section G.3.3 under **COST REIMBURSEMENT CEILING**, is revised to add the following sentence as clarification:

Reimbursable Costs include, in addition to travel expenses, expenses for discovery, expert witnesses, other consultants, and such other costs necessary to continue the litigation as may be approved by OAG in accordance with C.5.3.

F. Section L.4.3.1 under **Staffing/Key Personnel** is revised to read as follows:

The proposal shall contain a staffing plan that details the resource allocation to fulfill the requirements described in Section C, and identifies all key personnel as referenced in Section L.22 of this solicitation. The proposal shall also include the reporting relationships and the location of key personnel that will be assigned to this matter.

G. Remove Section L.4.4 as part of the Technical Proposal. A Subcontracting Plan may be submitted separately from the Technical and Price proposals.

H. Section L.22 is revised to delete the second paragraph and read as follows:

L.22 KEY PERSONNEL

The District considers the following positions to be key personnel for this contract:

1. Senior Lawyer
2. Junior Lawyer

I. Section M.3.1.4 is renumbered M.3.2. Therefore, for M.3.1 Technical Criteria, the number of Maximum Points is reduced from 80 to 70 Points. Sections M.3.2, M.3.3 and M.3.4 are renumbered M.3.3, M.3.4, and M.3.5.

J. Responses to some questions raised by prospective offerors are set forth on the following page. Another amendment will be issued to respond to remaining questions.

Question:	Response:
1. I came across your RFP and would like to know if the bidder list will be made available to the public.	This solicitation is a request for competitive sealed proposals, and the list of offerors will not be made publicly available.
2. Please allow us to submit a proposal timely, but contingent on our securing funding from foundations and others. Will OAG consider and accept an offer that proposes, and is contingent upon...	The District does not accept contingent proposals. Proposals must comply with the requirements of the solicitation.
3. Please allow us to involve qualified attorneys, experts and others, at our discretion, including and beyond the two lawyers and paralegal specified in the RFP. As example, we would employ a junior attorney who has been practicing four and one half years, but will have been practicing more than five years during this year.	<ul style="list-style-type: none"> ▪ The preface at Section C.5.2 is revised to indicate Staffing as MINIMUM Requirements. Offerors are free to propose staffing beyond the minimum as they deem appropriate. ▪ The Senior Attorney and Junior Attorney must have the required minimum years of experience at the time of award, even if not at the time the proposal is submitted.
4. Please confirm that we may employ paralegal, document analysis and other support by employing contractors and not necessarily using only employees.	<ul style="list-style-type: none"> ▪ There is no requirement for an Offeror to use its own employees and no prohibition on the use of subcontractors or independent consultants. ▪ However, please note that C.5.3 requires the Contractor to seek OAG approval prior to engaging expert witnesses or consultants.
5. Section B.3 sets forth a \$1,000,000 ceiling on costs for the life of any contract issued. It further states that this ceiling “may be modified as determined reasonable and necessary in the course of investigation and litigation.” Based on our experience with comparable multi-year, complex actions involving wide-ranging discovery against a large corporate defendant and requiring retention of numerous experts, costs will exceed \$1,000,000 if the matter proposed proceeds to litigation (perhaps significantly so). Can you please provide any additional information on the process used and/or standards that will be applied to determine whether additional costs are “reasonable and necessary”?	“Reasonable and necessary” costs will be determined on a case-by-case basis and at the District's sole discretion. In general, the contracting officer shall determine a cost to be reasonable if it does not differ from or exceed in amount that which would be incurred by a prudent person in the conduct of a competitive business, in accordance with the provisions of 27 DCMR Chapter 33. The Contractor should seek advance approval of any questionable expense(s). See C.5.3.
6. Section F.2.4 states that the total duration of the contract “shall not exceed nine (9) years.” If litigation is filed and remains pending 9 years after the contract commences, will the contract automatically terminate? Is the District open to a provision under which, if litigation is filed, the term of the contract would be the full duration of the litigation?	Section F.2.4 is amended to allow up to two (2) additional two-year extensions.