

		25-CR-Legal - Questions and Answers
Question Number	Question	ANSWER
1	Can you please provide any other details on the Scope of Work and tasks listed in A5 of the Att. A Legal SOW, listed below? The Complete Cost Spreadsheet requests total cost of all services anticipated under the proposed contract, but the SOW does not indicate volume, complexity, estimated timeframe, or other details to allow us to provide the "total" cost in the spreadsheet for each task. Further, we presume that some items, e.g. litigation, cannot be predicted or estimated at this time. We are happy to provide hourly rates for the attorneys who would be working on each of the items listed. Please confirm that will be sufficient. Or perhaps you can provide some of the quantifiable details to help arrive at the cost.	Please provide hourly rates for personnel that will work on the scope of work. The request for "2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)" has been removed from the RFP.
2	Please clarify that our only client would be Pacific Northwest Hydrogen Association and none of its constituents, members, stakeholders, or any other person. If so, we'd be happy to provide a letter of exception to be attached to the Att. G CERTIFICATIONS AND ASSURANCES. If any other prospective clients are contemplated, we would need to run a conflict check to determine whether representation is feasible.	Legal services described in the RFP will only be for the Pacific Northwest Hydrogen Association and will not include representation or advising of any other parties
3	PNHA2 would need to review for accuracy any client modification of material created by Schwabe, including but not limited to work product that will be provided to the department of Energy. Please confirm that this is consistent with your intended approach.	Yes
4	The Scope of Work refers to "general legal advice" and work on other open-ended aspects, such as representation "in court, mediation, or other proceedings as requested." In order to ensure that we comply with the applicable Rules of Professional Conduct, it will be necessary for us to agree to provide such legal services on an "inquiry-by-inquiry" basis, following a successful completing of a conflict check. Can you please let us know if that is your intent as well?	PNWH2 is willing to accept this approach
5	Can you please you please clarify what is meant by "render impartial assistance or advice to...the Government"? For a variety of conflict reasons, our firm does not tend to represent government entities without informed consent that our work for a government agency will not conflict us off of work for any other client. Please advise when you can.	The requirement to "render impartial assistance or advice to...the Government" has been removed as PNWH2 does not intend for its legal representation to perform any work on the governments behalf.
6	We propose mutuality regarding the indemnity provisions in section 6, which is not uncommon when indemnity is requested by a prospective client. Considering your existing language, we trust that this is acceptable, but please confirm.	Please provide the proposed terms and conditions as part of your response.
7	Does the RFP's conflict of interest requirement require any additional disclosures or conflicts checks beyond the Rules of Professional Conduct?	No
8	The successful offeror will represent PNWH2, but its legal representation will not extend to any constituent entities. Hence, the successful offeror will limit its conflicts check to PNWH2 as an entity. Is this an acceptable arrangement?	Correct, the scope does not extend to representation of any other entities
9	The "Organizational Conflicts of Interest Disclosure" includes several ambiguous or otherwise problematic provisions: a.Subsection A references "Government" but the term is undefined. The successful offeror would represent PNWH2 but not any of its constituent entities, and it therefore is not required to clear conflicts with any constituent entity. If this is unacceptable, please explain why and define "Government." b.Subsection C.1 references a broad range of work "relating to the performance of the statement of work." Almost anything done by the firm could "relate to the performance" of the work since the firm will rely on knowledge gained from representing clients in many different settings to provide services and these matters therefore "relate to" the services sought by PNWH2, at least in a broad sense. Please clarify what is intended by Subsection C.1. c.Subsection C.2 references "unfair competitive advantage." Please clarify what this phrase refers to.	a. The requirement to "render impartial assistance or advice to...the Government" has been removed as PNWH2 does not intend for its legal representation to perform any work on the governments behalf. B. Subsection C.1 is intended to reference the statement of work in attachment A which includes only performance of legal services for PNWH2 and any interest that may have a "potential effect of the interest on the performance of the statement of work". PNWH2 does not intend for this to include this to refer to any services outside of those performed for PNWH2. C. Subsection C.2 refers to unfair competitive advantage as a situation where a person or business gains an unfair commercial advantage over another in connection with the services to be provided and it impacts PNWH2's requirement to meet the competition requirements under 2 CFR 200.320.
10	The requirement for the cost and contractual proposal (at 1(ii)) requires a list of "labor categories." The RFP requires professional services, which are generally not considered "labor." Please clarify how this provision applies in the context of a professional services contract.	PNWH2 uses the term labor to encompass all personnel participating in/accomplishing the SOW.
11	The requirements (at 2(i)(a)) specify that the "complete, total cost for all services" be included in the proposal. Section 2 also requires the number of hours, breakout of subtasks, travel costs, etc. However, the Statement of Work and Work Order require that the firm provide an open-ended list of services, with no specification of, for example, how many contract matters the firm would be expected to address, how complex those matters would be, where work would be performed, etc. The intent is to provide hourly rates for performing those tasks but has no way to estimate total costs given the open-ended nature of these tasks. Please clarify if an hourly cost proposal would satisfy the requirements of the RFP. If an hourly rate proposal is insufficient, please clarify the basis upon which respondents are expected to estimate "complete, total cost for all services," identify subtasks, the number of hours expected to be expended, etc.	The request for "2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)" has been removed from the RFP.
12	For similar reasons, apart from providing the hourly rates for attorneys and paralegals we propose to provide services to PNWH2, it would be difficult to include an accurate cost spreadsheet at this time. If a cost spreadsheet is required, please identify the specific basis upon which estimates are expected to be provided, the specific number of tasks to be completed, the number of hours expected to be worked, and other relevant information upon which a reliable estimate can be based.	The request for "2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)" has been removed from the RFP.
13	What does the "General Provisions" on page 1 of the RFP refer to? If it is something other than the Vendor Services Agreement (Attachment B), please identify and provide a copy.	This requirement originally referred to the Vendor Services Agreement, but it has been removed to allow entities to submit their own terms and conditions.
14	Attachment G references "General Terms and Conditions." Please clarify what this term refers to and, if the "General Terms and Conditions" are not included in the bid package, please provide a copy.	This requirement originally referred to the Vendor Services Agreement, but it has been removed to allow entities to submit their own terms and conditions.
15	Is there a document for Exhibit B to Attachment B under Policies? Can you clarify if this document is to be submitted with the proposal?	This requirement originally referred to the Vendor Services Agreement, but it has been removed to allow entities to submit their own terms and conditions.
16	Attachment F has cells for contingency and Tasks A.5.1 – A.5.7 that are not itemized in the All Tasks Detail. What is the contingency line intended to capture?	The request for "2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)" has been removed from the RFP.