

Department of the Interior Departmental Manual

Effective Date: 12/31/07

Series: Legal

Part 456: Contracting with Lawyers and Law Firms

Chapter 1: Policy and Procedures for Contracting with Lawyers and Law Firms

Originating Office: Office of the Solicitor

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1.1 Purpose. This chapter establishes policy and procedures for bureaus and offices seeking to contract with outside lawyers or law firms for any purpose, including both legal and non-legal services.

1.2 Policy.

A. The Solicitor is responsible for, and exercises supervision over, all legal work of the Department of the Interior, except for the legal work authorized to be performed by the Office of Hearings and Appeals, the Legislative Counsel's Office within the Office of Congressional and Legislative Affairs, and the Office of Inspector General. To ensure effective supervision of the Department's legal work, bureaus and offices of the Department are required to obtain approval of the Solicitor or the Solicitor's delegate ("Solicitor") prior to entering into a contract with any lawyer or law firm. This requirement does not apply to the Office of Hearings and Appeals, the Legislative Counsel's Office within the Office of Congressional and Legislative Affairs, and the Office of Inspector General. It also does not apply to any Departmental component specifically authorized by statute to provide legal services.

B. Approval to contract with lawyers or law firms will be granted only in limited circumstances, based on a specific, articulated need for services beyond those provided by the Solicitor's Office. Request for contracts involving inherently governmental functions or in the nature of personal services will not be approved.

1.3 Requesting Approval to Contract with a Lawyer or Law Firm. Before entering into a contract with a lawyer or law firm, the bureau or office must submit a request in writing to the Solicitor through the Associate Solicitor for General Law. At a minimum, the request must include a detailed explanation of:

A. The specific need for the contract.

B. The scope of the contract (time, cost, work product, etc.), including an explanation of the proposed duties of the contractor and whether those duties are intended to constitute legal or non-legal services.

C. The identity of the proposed contractor, if a sole-source contract is intended to be used, including a draft of the sole-source justification.

D. Any potential conflict of interest or other ethical concerns.

E. The source of funding for the contract (e.g., Solicitor's Office or requesting bureau or office).

F. Any litigation to which the request relates, including an explanation of consultation with the component of the Solicitor's Office responsible for the litigation regarding the need for the contract.

G. Any other relevant factors the bureau or office believes would assist the Solicitor's Office in evaluating the request.

1.4 Availability of Funding. Before submitting a request, the bureau or office should consider the cost of the request and the competing requirements for the limited funding available. If a request for non-legal services is approved, the requesting bureau or office will expend appropriated funds allotted to it. If a request for legal services is approved, the Solicitor will determine the office responsible for funding.

1.5 Review and Approval of the Request. Following review, the Solicitor will advise the requesting bureau in writing of the decision regarding the request to contract.

1.6 Administration of Contracts with Lawyers or Law Firms Following Approval.

A. The contracting officers for the requesting bureau or office must carry out the solicitation, award, and contract administration process in accordance with the Federal Acquisition Regulations (FAR) and the Department of the Interior Acquisition Regulations (DIAR).

B. The Statement of Work should specifically instruct the contractor to maintain confidentiality of information obtained under the contract, as well as any applicable privilege, if the contract is for legal services.

C. In appropriate circumstances, the contract should include language whereby the contractor agrees to testify and/or provide information on the Department's behalf if the subject matter of the contract becomes subject to litigation.

D. The Solicitor may require that a member of the Solicitor's Office be appointed as the Contracting Officer's Technical Representative for contracts for legal services.