REQUEST FOR QUALIFICATIONS

RFQ No.: 769-21-966DH
Title: Outside Counsel Legal Services

Proposal Submittal Deadline: June 29, 2021, 11:59 pm CST

Prepared by:
University of North Texas System Office of General Counsel
1901 Main Street
Dallas, TX 75201

Date Issued: May 27, 2021
REQUEST FOR QUALIFICATIONS

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ATTACHMENTS

Attachment A: RFQ Response Worksheet
SECTION 1: INTRODUCTION

In accordance with the provisions of Texas Government Code, Section 2254.151-2254.154 and Section 402.0212, the University of North Texas System (“UNT System”) requests information from law firms interested in representing UNT System and its institutions in the areas of law described below. UNT System is comprised of the System Administration, one health-related institution, and two general academic institutions all located in North Texas. This RFQ is issued to establish a referral list from which UNT System, by and through its Office of General Counsel, will select appropriate counsel for representation of UNT System and its institutions on specific matters as the need arises during the timeframe beginning September 1, 2021, to August 31, 2023. UNT System invites responses to this RFQ from qualified firms for the provision of legal services under the direction and supervision of the UNT System Office of General Counsel. Subject to approval by the Office of the Attorney General of Texas, UNT System will engage outside counsel with experience in the areas of law listed under Section 5.

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline

The UNT System Office of General Counsel will accept proposals submitted in response to this RFQ until 11:59 p.m. CST on June 29, 2021 (the “Submittal Deadline”). Responses must be sent via electronic mail to OGCRFQ@untsystem.edu. Please do not forward hard copies of any materials to UNT System.

2.2 UNT SYSTEM Contact Person

Proposers will direct all questions or concerns regarding this RFQ to the following UNT System Contact: Mallory Michaelson at: Mallory.Michaelson@untsystem.edu

2.3 Selection Process

Selection of the successful offer submitted in response to this RFQ by the submittal deadline will be made using the competitive process described below.

Selection of the successful offer may be made by UNT System: (a) on the basis of the offers initially submitted, without discussion, clarification or modification; (b) after the opening of offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations; or (c) on the basis of negotiation with any of the respondents. UNT
System will not disclose any information derived from the offers submitted by competing respondents in conducting any presentations or negotiations. UNT System is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNT System.

UNT System reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the areas of law set forth in this RFQ with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNT System.

The successful offer will be the offer that is submitted in response to this RFQ by the submittal deadline and is the most advantageous to UNT System in UNT System's sole discretion. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNT System.

2.4 Award of Contract

The successful respondent will be placed on a Referral List. Being placed on the Referral List does not guarantee a signed contract. Approved firms will be contacted when and/or if the UNT System sees a need for the contract. If a contract is determined to be necessary, the following steps will commence:

a) The successful respondent will be required to provide UNT System with a signed disclosure of conflict statement (See Section 2.5 Disclosure Statement Regarding Conflicts of Interest for more details).

b) UNT System Office of General Counsel will submit a Request to Retain directly to the Office of the Attorney General of Texas (“OAG”).

c) The OAG will review the Request to Retain. If it meets approval, the OAG will route a contract for signature to UNT System Office of General Counsel and the selected Outside Counsel firm signatory. This contract is a standard template approved by the OAG with terms that cannot be negotiated.

d) Once contract is fully executed, the Outside Counsel must submit an administrative fee based on the maximum liability set in the executed contract (see Section 2.6 Administrative Fee for more details).

In the event that a contract is executed, there is no guarantee of future revenue. For more details, please see Appendix A - OAG Memorandum re: Outside Counsel Contract Rules and Templates dated July 3, 2019.

2.5 Disclosure Statement Regarding Conflicts of Interest

Prior to execution of an Outside Counsel Contract (OCC), the selected firm must disclose any and all conflicts that the entire firm (including any offices located outside the State of Texas) has to UNT System and all other agencies of the State of Texas. The selected firm will be required to submit a written disclosure
statement identifying every matter in which the firm represents, or has represented, within the past calendar year, any entity or individual in any litigation matter in which the entity or individual is directly adverse to the State of Texas or any of its boards, agencies, commissions, universities, or elected or appointed state agency officials in connection with their official job duties and responsibilities. “Litigation” means the matter has been filed in the public record in either state or federal court. The disclosure statement must include a short description of the nature of the matter and the relief requested or obtained in each matter and any identifying cause or case number. That obligation continues throughout the life of the contract. Outside counsel must monitor its conflicts for the duration of its representation and disclose to UNT System and the OAG any existing or potential conflicts that arise concerning UNT System, the OAG, or the State of Texas.

The OAG will not modify, alter, waive, or allow agencies to waive this disclosure requirement absent exceptional and compelling circumstances unique to the specific law firm or representation sought.

For more details, please see Appendix A.

2.6 Administrative Fee

Pursuant to subsection 402.0212(c) of the Texas Government Code, outside counsel must pay an administrative fee to the OAG for the review of Invoices. The fee is non-refundable and is due each fiscal biennium. Outside counsel may not charge or seek reimbursement from UNT System for the fee.

The administrative fee is set on a sliding scale, based on the contract cap amount. No administrative fee is due on a contract with a maximum liability of $0.00.

If the OCC is amended and the original limitation of liability amount is increased to an amount that would require a higher fee, outside counsel shall pay the difference between the original lesser fee and the new higher fee.

The OAG has granted a limited exemption from the administrative fee and Invoice review to university systems and institutions of higher education regarding certain legal services that are solely related to the prosecution and management of system or institution intellectual property, which includes patents, trademarks, and copyrights. This limited exemption does not apply to the enforcement of intellectual property rights—including litigation—or corporate legal services relating to the monetization of intellectual property. The OAG may rescind this limited exemption at any time. If the OAG decides to conduct periodic testing of Invoices under an OCC that qualified for this limited exemption, the exemption will be deemed rescinded and the applicable non-refundable administrative fee is immediately due upon notice by the OAG that testing will occur.

For more details, please see Appendix A.
2.7 **Public Information**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is executed. UNT System strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Information in any tangible form which is submitted by Proposers will be treated as confidential until such time as a contract is executed. After that time, the information may be disclosed to requestors under the Texas Public Information Act, Chapter 552, Texas Government Code. If a Proposer believes all or a portion of the information submitted is proprietary and confidential and should therefore be exempt from disclosure, they must clearly designate the specific item(s) and the proper statutory citation must be provided in each instance.

Further, Proposers are hereby notified that UNT System may be required to post any resultant contract from this RFQ on the Internet website of UNT System pursuant to Texas Government Code, Section 2261.253 (a)(1).

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**SECTION 3: SUBMITTAL OF PROPOSAL**

3.1 **Number of Copies**

Proposer must submit one (1) complete electronic copy of its entire proposal. The proposal should include the completed RFQ Worksheet (See Attachment A) and any accompanying document attachments. The completed RFQ Worksheet should include:

1. Firm details and required attachments as requested in the General Information Section;
2. An overview of the firm, a description of the efforts made by the firm to encourage and develop the participation of minorities and women in the provision of the firm’s legal services generally, and more detailed descriptions of the value the firm could bring UNT System in the General Questions Section;
3. A response for each area of law described in Section 4 about which the firm is interested in representing UNT System and its institutions including a description of the firm’s or attorney’s qualifications for performing the legal services, the firm’s prior experience in the specific area of law for which the firm is responding, the names and expertise, including scientific or technical, of the
attorneys that would be assigned to work on such matters, the availability of
the lead attorney and others assigned to the project, and the range of hourly
rates (not to exceed $525 per hour for attorneys and $225 for paralegals) for
each billing class of personnel who may be assigned to perform services in
relation to UNT System’s matter and/or a proposed flat fee or other fee
arrangement directly related to the achievement of specific goals and cost
controls;
(4) An acknowledgment of willingness to comply with policies, directives, and
guidelines of UNT System and the Office of the Attorney General of Texas. You
will be contacted via e-mail if UNT System chooses to contract with your firm
for outside counsel services.

3.2 Submittal

Proposals must be received by UNT System on or before the Submittal Deadline
(ref. Section 2.1 of this RFQ) and should be sent via electronic mail to
OGCRFQ@untsystem.edu. Please do not forward hard copies of any materials
to UNT System.

3.3 Proposal Validity Period

Each proposal will remain valid from date of submission through the entirety of
the biennium ending on August 31, 2023.

3.4 HUB Participation Plan

It is the policy of the State of Texas and UNT System to encourage the use of
Historically Underutilized Businesses (HUBs) both directly and indirectly in our
prime contracts. The goal of the HUB Program is to promote equal access and
equal opportunity in UNT System contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a
vendor to work, to supply commodities, or contribute toward completing work for a
governmental entity. Proposers are required to submit a HUB Participation Plan
describing in detail how they will commit to a “Good Faith Effort” to attract and use
State of Texas certified HUB vendors.

A HUB Participation Plan is required to be submitted by each Proposer. Failure to
submit a comprehensive, acceptable HUB Participation Plan will be considered a
material failure to comply with the requirements of this RFQ and may result in
disqualification of the response. This HUB Participation Plan shall be a detailed
plan outlining your methodology of HUB Participation, a blueprint that accurately
represents your company’s strategy for evaluation of intent.
Proposers shall address the following items at a minimum while developing the HUB Participation Plan.

1. The RESPONDENT shall state whether it is a Texas certified HUB vendor.

2. Identify and list each potential subcontracting opportunity. If your firm can provide the services offered in-house and does not anticipate any subcontracting opportunities, provide a statement of self-performing to include an explanation as to how your company will perform this entire scope with its own employees and resources. Items 3 through 5 are not required and no other information is needed for the HUB Participation Plan.

3. Provide information or documentation that describes how you intend to locate Texas certified HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in minority or trade organization newsletters or newspapers? etc.

4. Provide a sample solicitation notice letter that will be used to notify HUB vendors and trade organizations or development centers of the subcontracting opportunities. The notice shall, in all instances, include the scope of work, date that a response is due regarding these opportunities, other requirements if applicable, and identify a contact person.

5. Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts. Examples of these can be found at the following site:

   https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php

Submit the HUB Participation Plan with your qualification response in a separately tabbed section labeled “HUB Participation Plan.”

Please contact HUB@untsystem.edu for questions or assistance needed to complete the HUB Participation Plan.

Note: Additional documentation may be required at a later date from the selected Proposers to complete a HUB Subcontracting Plan.
SECTION 4: AREAS OF LAW

Communications (FCC): Representation, advice, and legal services regarding communications law, noncommercial broadcast and licensing issues, First Amendment, and broadcast journalism legal issues, including without limitation, preparing, filing, prosecuting, maintaining, and renewing various permits, licenses, and license applications with the Federal Communications Commission.

Construction Law: Representation, advice, and legal services regarding construction law, including procurement, contracting, subcontracting, contract and project management, and dispute resolution.

Corporate and Business Law (General): Representation, advice, and legal services regarding corporate and securities transactions and regulations, including without limitation entity formation, such as corporations, joint ventures, limited partnerships, limited liability companies, 501(c)(3) corporations, and public-private partnerships, with emphasis on the unique exposure of an agency of the State of Texas and its officers and employees in public-private activities and relationships; drafting and filing entity documents; insurance and insurance coverage; filing for certificates of authority to transact business in other states; private equity investing; and complex business and commercial transactions. General advice and counsel regarding obligations under and compliance with State and federal securities laws.

Corporate and Business Law (Technology Commercialization): Representation, advice, and legal services regarding corporate and business law in connection with (i) entity formation and operation, (ii) preparation of organizational documents, (iii) the issuance and transfer of securities subject to state and federal securities laws, (iv) advice regarding financing startup companies, capital-raising, investing activities, and private equity transactions, (v) taxation, and (vi) other complex corporate governance and compliance issues. IP representation will also include drafting and negotiation of sales/procurement, inbound/outbound technology licensing and development, outsourcing IT and business processes, services, and confidentiality agreements.

Cybersecurity: Representation, advice, and legal services regarding every aspect of cybersecurity and data protection, including (i) data protection and security policies, procedures, and technical practices, (ii) data breach or incident response plans, (iii) obligations under federal, state, local, and international law, both generally and in the event of a data breach or incident, (iv) IT related contracts, and representation before regulatory and enforcement agencies.

Employment Law: Representation, advice, and legal services regarding employment law issues, including conducting investigations, employment contracts, international and out-of-state employment, dispute resolution, procuring insurance, interpreting insurance policies and advising on coverage questions; representation before regulatory and enforcement agencies.
**Environmental Law:** Representation, advice, and legal services regarding complex environmental issues, both state and federal, relating to permitting, enforcement and compliance in areas related to air, water and waste and similar environmental regulatory matters. Issues may arise through active or proposed activities, proposed real estate acquisitions or dispositions, third-party activities conducted on adjacent or nearby properties as well as opportunities for enhanced environmental stewardship.

**Export Control Law:** Representation, advice, and legal services regarding U.S. export controls and related technology transfer controls, including, without limitation review, revision, implementation or updating of compliance policies and procedures; compliance training; review of deemed export or technical data export aspects of educational activities; laboratory research, sponsored research contracts and other activities; export control classification, jurisdiction, and licensing advice; U.S. economic sanctions, embargoes, denied parties, and related matters; import/export counseling; compliance reviews and voluntary disclosures. In addition, legal services may be provided concerning government contracting issues and application of relevant U.S. laws and regulations relating to same.

**Federal Contracting Law:** Representation, advice, and legal services in every aspect of US government procurement and contracting matters for a variety of industries, including, without limitation, federal regulatory and contractual requirements, interpretation of Uniform Guidance and FAR requirements and clauses, Cost Accounting Standards and solicitations, teaming and subcontract arrangements, federal compliance, bid protests, government investigations, intellectual property rights and general business strategy counseling in the context of government projects.

**Federal Research Compliance:** Representation, advice, and legal services regarding obligations under and compliance with federal laws and regulations relating to the conduct of academic and clinical research, including without limitation those of the Department of Education (DOE), the Department of Health and Human Services (HHS), the Department of Justice (DOJ), the Department of Defense (DOD), the National Institutes of Health (NIH), the National Science Foundation (NSF), Centers for Disease Control (CDC), the Department of Agriculture (USDA), and the Food and Drug Administration (FDA). In addition, legal services may be provided concerning internal and government investigations, audits, and reviews.

**Foundation and Affiliated Entity Matters:** Representation, advice, and legal services regarding the design, formation, governance, and operation of foundations, affiliated entities, and other types of organizations created to support the mission of the UNT System and its member institutions, including filing appropriate documents with state and federal agencies including the Texas Secretary of State and the United States Internal Revenue Service, and other ancillary matters.
**Health Law:** Representation, advice, and legal services involving academic medical centers, including without limitation, regulatory compliance, investigations and enforcement; clinical trials and research; transactional matters; insurance, managed care, Medicare, Medicaid and Tricare; and other general health law matters.

**Higher Education Law:** Representation, advice, and legal services regarding federal laws and regulations relating to institutions of higher education, including without limitation Title IX, Title VI, ADA and Section 504 compliance, the Family Educational Rights and Privacy Act (FERPA), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), accreditation and federal student aid programs regulated by the United States Department of Education.

**Immigration Law:** Representation, advice, and legal services regarding immigration law matters, including without limitation nonimmigrant visa (including H-1Bs) petitions; employer sponsored permanent resident petitions; labor condition applications, labor certifications, and Program Electronic Review Management (PERM); Student and Exchange Visitor Information System (SEVIS) compliance; impact of homeland security issues on immigration law; and interaction with and representation before applicable U.S. governmental agencies, including the Department of Homeland Security, Department of State and the Department of Labor. Outside Counsel should be admitted to practice before all United States District Courts in Texas.

**Intellectual Property Matters - Core:** Representation, advice, and legal services regarding the prosecution and management of intellectual property matters, including without limitation preparing, filing, prosecuting, managing, and maintaining patent applications in the United States and other countries; securing copyright protection; preparing, filing, prosecuting, and managing applications to register trademarks and service marks in the United States and other countries.

**Intellectual Property Matters - Associated:** Representation, advice, and legal services related to trademark and copyright licensing, technology transfer contracting, and the enforcement of intellectual property rights; complex licensing transactions and corporate legal services related to the monetization of intellectual property; and other related matters.

**International Law:** Representation, advice, and legal services regarding international law obligations and requirements in the following areas: doing business in foreign jurisdictions and related registrations and tax obligations, doing business with foreign entities, the Foreign Corrupt Practice Act, establishing campuses abroad, employment and other legal issues regarding employees and foreign nationals, affiliation and collaborative research agreements with foreign universities and other entities, study abroad programs, contracting and procurement issues in foreign jurisdictions, and conducting investigations.
**Investment Matters**: Representation, advice, and legal services regarding the discharge of fiduciary duties in managing investment funds, including issues related to regulatory compliance, statutory duties, and applicable standards of oversight and care related to investment policies, strategies and fund management.

**Litigation – General and Appellate**: Representation, advice, and legal services regarding complex litigation matters. In most instances, the Office of the Attorney General of Texas represents UNT System and its institutions in litigation matters, including appeal. Outside Counsel may be retained if the OAG declines to represent UNT System entities or officials or as otherwise necessary. Irrespective of any authorization to engage in litigation, Outside Counsel will not be authorized to proceed on any appeal, in any capacity, whether interlocutory or otherwise, whether as appellant, appellee, respondent, applicant, or otherwise, without prior written permission from UNT System and the Texas Attorney General, First Assistant Attorney General, or Solicitor General.

**Real Estate and Finance Transactions**: Representation, advice, and legal services regarding land development, acquisitions, dispositions, eminent domain, financings, entity formation (e.g. joint ventures, limited partnerships, limited liability companies, real estate investment trusts, business trusts), ad valorem taxation, securitization, leasing, construction contracting, workouts and restructurings, associated environmental issues, and related transactional issues.

**Real Estate and Oil & Gas**: Representation, advice, and legal services regarding a broad range of matters involving real estate, real estate development, oil and gas, and mineral interests, including without limitation evaluating proposals, reviewing surveys, examining title and title commitments, curing title exceptions and/or defects, drafting, reviewing, and negotiating contracts, lease agreements, and business operations agreements, associated environmental issues, and providing such other guidance and expertise as may be necessary to protect and develop real estate interests, oil and gas interests, and/or mineral interests.

**Sports Law**: Representation, advice, and legal services regarding compliance with the rules and eligibility requirements of applicable intercollegiate athletics governing organizations and conferences, and various state and federal laws relating to intercollegiate athletics; conference alignment; media and sponsor negotiations; and investigations.

**Tax-Exempt Bond Matters**: Representation, advice, and legal services regarding bond and commercial paper matters, securities law issues, and related financial matters as the need arises. Bonds are issued under authority granted the UNT System in Article VII, §17 of the Texas Constitution. UNT System's needs include the usual and necessary services of a bond counsel in connection with the issuance, sale, and delivery of bonds, and outside counsel shall be responsible for all duties and services necessary or advisable to facilitate the issuance of bonds as needed by UNT System. Outside counsel shall provide advice and representation on federal tax related matters regarding bonds issued by UNT System, including strategies and management practices in the conduct of a debt program. Outside counsel may be requested to address issues related to the issuance
of commercial paper and increasing the UNT System's self-liquidity. Outside counsel may be called on to provide representation and advice in regard to filings or proceedings before administrative agencies, including, by way of example, the Texas Higher Education Coordinating Board, the Texas Bond Review Board, the Internal Revenue Service, the Securities and Exchange Commission, and the State Securities Administrator. Outside counsel may be asked to prepare prospectuses, official statements or other materials on behalf of UNT System in accordance with various securities laws. Outside counsel may be requested to perform title examinations and issue title opinions. General advice and counsel regarding obligations under and compliance with State and federal securities laws.

**Tax Matters:** Representation, advice, and legal services regarding taxation of any kind, including without limitation, federal and state income, estate, gift, employment, ad valorem, and excise taxes; without limitation tax liens, tax garnishments, tax levies, tax assessments, and tax valuations; tax related summonses, subpoenas, and discovery; tax audits; appeals of tax and tax related issues, and tax hearings; employee benefits such as I.R.C. Section 125 cafeteria plans, defined benefit and contribution plans including the Texas Optional Retirement Program, I.R.C. Section 403(b), Section 415(m), and Section 457(a), Section 457(b), and Section 457(f) plans; federal tax matters regarding compensation issues related to university physicians; interaction with and representation before the IRS and other taxing authorities in any tax controversy; and charitable fundraising activities. Outside counsel should be admitted to practice before the Texas district courts, the U.S. Tax Court, the U.S. District Court, and the U.S. Court of Claims.

**Utility Matters:** Representation, advice, and legal services regarding utility matters, including without limitation natural gas, electric, water, sewer, and telecommunications matters, including reviewing contracts, providing advice and representation in administrative or enforcement proceedings, reviewing policies, strategies, tactics, and practices concerning the competitive procurement and delivery of natural gas and electricity, and handling other utility related legal matters.
Memorandum

To: State Agencies, University Systems, Institutions of Higher Education and Prospective Outside Counsel for any of the aforementioned

From: Office of the Attorney General—Financial Litigation & Charitable Trusts Division

Date: July 3, 2019

Re: Outside Counsel Contract Rules and Templates

Pursuant to subsection 402.0212(f) of the Texas Government Code, the Office of the Attorney General (“OAG”) has adopted administrative rules related to outside legal counsel contracts of state agencies, university systems, and institutions of higher education (individually “agency” and collectively “agencies”). In light of recent changes made to the processes and procedures governing these contracts, the OAG is taking this opportunity to inform agencies of these updates and direct agencies to visit the OAG’s website1 to access the revised forms and templates. Please note that the guidance in this letter updates and supersedes the previously issued Letter to State Agencies dated December 9, 2016.

New Policies and Procedures

Request to Retain Outside Legal Counsel. The Attorney General serves as the state’s legal counsel; therefore, the OAG serves as legal counsel to all agencies. Agencies may not retain or utilize services provided by outside counsel without first receiving authorization and approval from the OAG. If an agency requires legal services from any outside counsel whatsoever, regardless of the source of funds that would be used to pay for such legal services or the party engaging such counsel, it must first electronically submit to the OAG a Request to Retain Outside Counsel (“RtR”) through the link available on the OAG’s website.2 Any questions regarding the Outside Counsel Contract (“OCC”) process should be sent to the following e-mail address:

FLDContracts@oag.texas.gov.

Upon receipt, the OAG will review the RtR to determine whether the requested legal services should be provided by the OAG or whether retaining outside counsel would be in the best interests of the state. Within ten (10) business days after receiving the electronic documents, the OAG will

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2 Click on the “Request to Retain Outside Counsel” link available at https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts
either process the RtR and OCC documents or notify the agency in writing if its request has been denied or if additional information is required to make a decision.

Requests to Retain Outside Counsel

a. Designation of Agency Contact and Responsible Attorney

Agencies must designate an individual employed by the agency to act as the agency contact and handle all matters and correspondence with the OAG related to the RtR and any resulting contract. To the extent the agency contact is not an attorney, the agency must also designate a responsible attorney, employed by the agency’s Office of General Counsel, or otherwise representing the agency, who must be familiar with all aspects of the RtR and maintain familiarization with any resulting OCC throughout the life of the contract to avoid any delay in processing the RtR and maintaining the contract. Agencies must ensure the contact information for the designated agency contact and/or the responsible attorney is updated as necessary throughout the duration of the OCC.

b. Requirement for System-Wide Contracts for Universities

University systems and institutions of higher education may not submit on behalf of the system’s or institution’s individual member schools separate RtRs involving the same or similar legal services provided by the same outside counsel attorney or outside counsel firm. For example, a system may not submit a RtR for two of its member universities, (x) university and (y) university, for the same or similar legal services to be provided by the same outside counsel or outside counsel firm. Instead, all RtRs submitted by a system must identify the system as the contracting party and include the entire amount of the proposed limitation of liability applicable to both (x) university and (y) university. Legal services to be provided by outside counsel under a system OCC, whether immigration, intellectual property, real estate, etc., must be applicable to all of system’s universities to which the services will pertain—in this example, both (x) university and (y) university.

c. Start and end dates for Outside Counsel Contracts

Unless OAG determines that compelling circumstances exist, the requested start date for an OCC must not be earlier than the first day of the calendar month in which the RtR is submitted for OAG review. Also, except for OCCs involving litigation legal services, OCCs should terminate no later than the end of the fiscal biennium for which the contract is requested. The term of contracts for litigation legal services may extend beyond the end of the immediate biennium or until the litigation concludes, as determined by the agency in consultation with OAG.

d. Documents that Must Accompany Requests to Retain

Along with the RtR, an agency must attach: (1) an outside counsel’s signed conflict disclosure statement; (2) the agency’s affirmation statement that it has reviewed the disclosure statement and is satisfied with its choice of outside counsel notwithstanding anything contained in the disclosure
statement; and (3) documentation of the eligibility of the requested lead counsel to practice law in the State of Texas, where required, or in the jurisdiction in which the services will be performed. Any RtRs not accompanied by these documents will be rejected, and agencies may be required to resubmit the RtR along with all required documents. Outside counsel’s disclosure statement must be dated no more than thirty (30) calendar days earlier than the date on which the RtR is submitted or the date the OAG receives the statement, whichever occurs later.

e. Guidance for Scopes of Service in Requests to Retain and Contracts

In the RtR, the proposed scope of services must be narrowly tailored so as to provide the OAG with enough information to make an informed decision about whether the proposed outside counsel representation is appropriate, while also being broad enough to fulfill the agency’s objectives through the representation. Failure to narrowly tailor the scope of services will result in a delay in processing the RtR, and could result in the RtR being rejected—which would require the agency to submit a new RtR. Agencies should carefully draft the scope of services in order to obtain the results it desires from the proposed outside counsel representation. Finally, no single RtR may contain a scope of services that permits legal representation across multiple practice areas, unless each is clearly related to the central subject matter of the representation and so described in the proposed scope of services.

f. Deviation from the OAG Contract Template

Although the OAG generally will not approve any deviation from the OCC template, the OAG recognizes that exceptional and compelling circumstances could necessitate such changes in rare cases. As a result, the OAG reserves the right to grant exceptions to this policy if the OAG determines it is in the State’s best interest to do so. Because the electronic submission process does not allow for any changes to be made to the OCC template, agencies wishing to deviate from the OAG’s OCC template must contact the OAG directly to seek approval for the specified changes.

Competitive Procurement Process

Unless good cause exists, an agency is required to publish a Request for Qualifications (“RFQ”) before selecting outside counsel, regardless of the anticipated maximum liability of the OCC. The RFQ must be published in the Electronic State Business Daily for a minimum of thirty (30) calendar days. The RFQ may also be placed in other publications, such as the Texas Register, at the agency’s discretion. Because the OAG will not review or approve an agency’s RFQ, the agency is not required to provide a copy of the RFQ to the OAG. Likewise, it is up to the respective agency to determine how long a response to a published RFQ will be valid, consistent with RFQ limitations.

If an agency would like an exemption from the RFQ process requirements, it must certify in its RtR that good cause or a reasonable justification exists for the exemption. Reasonable justifications include emergency situations or situations involving continuing legal services under a previously approved OCC that were not able to be completed within the term of the previous agreement through no fault of either the agency or outside counsel. The OAG is not responsible for determining what amounts to good cause or a reasonable justification. Such determinations
must be made independently by the agency in consultation with agency’s internal legal counsel and/or agency leadership.

**Outside Counsel Disclosure Statement Regarding Conflicts of Interest**

As mentioned above, the outside counsel disclosure statements must be attached to the agency’s electronic submission of the RtR and must be dated no earlier than thirty (30) days before the date the RtR is submitted or the OAG receives the statement, whichever occurs later. Outside counsel must sign the statement and attest to its completeness and accuracy. The agency must separately affirm it has reviewed the disclosure statement and is satisfied with the choice of the proposed outside counsel notwithstanding anything contained in the disclosure statement.

As a point of clarification, present policy requires that outside counsel disclose any and all conflicts that the entire firm (including any offices located outside the State of Texas) has to any and all agencies of the State of Texas, not merely the agency that is a party to the OCC. That obligation continues throughout the life of the contract. Outside counsel must monitor its conflicts for the duration of its representation and disclose to the agency and OAG any existing or potential conflicts that arise concerning the agency, OAG, or the State of Texas.

The OAG will not modify, alter, waive, or allow agencies to waive this disclosure requirement absent exceptional and compelling circumstances unique to the specific law firm or representation sought.

**Invoices for Legal Services and Expenses**

Outside counsel will prepare and submit to the agency correct and complete “Invoices” and “Invoice Summaries” for legal services and expenses in accordance with the OCC and the OAG’s administrative rules. Invoices cannot be paid by the agency, regardless of the source of funds used, without the prior approval of the OAG. Therefore, after the agency reviews and approves an outside counsel Invoice in accordance with the Outside Counsel Contract and the administrative rules, it must seek approval from the OAG to pay the Invoice.

When an agency determines that an Invoice, or a portion thereof, should be paid, the agency must complete a Request for Voucher Approval, which is available on the OAG’s website. The completed Request for Voucher Approval, a copy of the subject Invoice(s), and all other information required to be submitted by the administrative rules make up one “Voucher Packet”.

An agency should submit one Voucher Packet per billing period per contract. However, one Voucher Packet may include multiple Invoices from the same billing period. Multiple Voucher Packets covering the same time period as other Voucher Packets for the same contract will be rejected as incomplete, and may result in an Invoice not being approved for payment.

Voucher Packets should be sent to the following e-mail address: OCCInvoice@oag.texas.gov.

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3 Click on the “Request for Voucher Approval” link available at https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts
Outside counsel must submit Invoice(s) to the agency for review within one calendar month from the end of the relevant billing period covered by the Invoice. Pursuant to Section 402.0212 of the Texas Government Code, the agency must submit Invoices and the corresponding Request for Voucher Approval to the OAG within twenty-five (25) days of the agency’s receipt of a correct and complete Invoice from the outside counsel. The 25-day-period begins once the last, timely, correct and complete Invoice for the relevant billing period has been received by the agency. “Correct and complete Invoice” is defined in Texas Administrative Code Rule §57.6(b).

Outside counsel’s failure to timely submit each Invoice constitutes a breach of the outside counsel contract. Failure to timely submit a Voucher Packet to OAG for review may result in OAG declining to approve payment of the Invoice(s) included in the Voucher Packet, unless OAG determines that good cause exists for the delay. **No late Voucher Packets or Voucher Packets that include late Invoices will be reviewed by the OAG unless a reasonable justification for the delay has been provided.**

Once the Voucher Packet is received and reviewed by the OAG, the Invoice(s), or a portion thereof, will either be approved or rejected, or the agency will be notified that more information is required. If approved, the OAG will issue a Voucher Approval to the agency. The agency may then enter the payment information into the Uniform Statewide Accounting System (“USAS”) or, if permitted, otherwise proceed to pay the Invoice. Agencies should use Comptroller Code 7258 when entering payment information into USAS. Once an agency receives a Voucher Approval from the OAG, payment can occur when the agency enters the payment information and approves the documentation in USAS.

If any Invoices under a Voucher Packet are rejected, or if the OAG has questions regarding a Voucher Packet, it will contact the agency to attempt to resolve the issue. The OAG will not discuss invoice issues with outside counsel.

**Administrative Fee**

Pursuant to subsection 402.0212(c) of the Texas Government Code, outside counsel must pay an administrative fee to the OAG for the review of Invoices. The fee is non-refundable and is due each fiscal biennium. Outside counsel may not charge or seek reimbursement from the agency for the fee.

The initial administrative fee is due to the OAG within thirty (30) calendar days of the date the proposed OCC has received final approval by the OAG and returned to the agency. If outside counsel has not submitted the required administrative fee within that time, the OAG’s approval may be withdrawn, rendering the OCC void. Any Invoice submitted to the OAG for review as part of a Voucher Packet prior to the receipt of the administrative fee will be deemed ineligible for payment until outside counsel submits the requisite administrative fee to the OAG. For OCCs that cross the State’s fiscal biennium, separate administrative fees are due to the OAG on September 1 of each subsequent biennium covered by the term of the contract. **Please note that an administrative fee is not due for each Invoice submitted.**
The OAG has granted a limited exemption from the administrative fee and Invoice review to university systems and institutions of higher education regarding certain legal services that are solely related to the prosecution and management of system or institution intellectual property, which includes patents, trademarks, and copyrights. This limited exemption does not apply to the enforcement of intellectual property rights—including litigation—or corporate legal services relating to the monetization of intellectual property. The OAG may rescind this limited exemption at any time. If the OAG decides to conduct periodic testing of Invoices under an OCC that qualified for this limited exemption, the exemption will be deemed rescinded and the applicable non-refundable administrative fee is immediately due upon notice by the OAG that testing will occur.

The administrative fee is set on a sliding scale, based on the contract cap amount, as follows:

<table>
<thead>
<tr>
<th>Limitation of Liability Amount</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $2,000.00, but more than $0.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Equal to or greater than $2,000.00 but less than $10,000.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Equal to or greater than $10,000.00 but less than $50,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Equal to or greater than $50,000.00 but less than $150,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Equal to or greater than $150,000.00 but less than $1,000,000.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Equal to or greater than $1,000,000.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

Please note that no administrative fee is due on a contract with a maximum liability of $0.00.

If the OCC is amended and the original limitation of liability amount is increased to an amount that would require a higher fee, outside counsel shall pay the difference between the original lesser fee, if already paid, and the new higher fee within thirty (30) calendar days of the date the amendment is approved by the OAG and returned to the agency.

Outside counsel must submit the administrative fee to the following address:

Outside Counsel Invoice  
Office of the Attorney General  
P.O. Box 13175  
Austin, TX 78711-3175

Checks or money orders must be made payable to the “Office of the Attorney General” and reference the OCC Number.

**Obtaining the OAG’s Approval of the Outside Counsel Contract**

As described above, if an agency determines that a change to the OCC template is required in a particular extraordinary instance, the agency must contact the OAG; the electronic submission process does not allow for any changes to be made to the OCC template.
Agencies should not sign engagement letters with any potential outside counsel because such letters do not comply with applicable laws, rules, and procedures, and are not compatible with the OAG’s contract template.

When completing the electronic RtR, please be mindful of the following:

**Total Liability to Outside Counsel**—The limitation of liability amount specified in the contract.

- Legal service fees and expenses cannot exceed the limitation of liability amount.
- All amounts paid to outside counsel, regardless of source, cannot exceed the limitation of liability amount.
- All amounts paid for expenses under a contract must count toward the limitation of liability specified in that contract, regardless of whether outside counsel was reimbursed for said expenses or whether such expenses were paid by the agency directly.
- Under no circumstances will expenses or fees relating to the representation be exempted from the limitation of liability.

**Contract Term**—The start date and end date of the contract term.

- In most cases, the contract term should end on or before August 31st of a biennium.
- The start of the contract term may be no earlier than the first day of the month in which the OAG received the RtR.
- Contracts for litigation legal services may be allowed to end, regardless of the biennium, at a date beyond the biennium in which the contract is executed. For example, if the contract involves litigation that has an indiscernible duration, it is acceptable to use a date such as “8/31/2030” or “8/31/2040” or similar dates to account for the uncertainty.

**Addendum B to the Contract:**

**Timekeeper Rates**—Unless expressly approved by the First Assistant Attorney General in advance, hourly rates for attorneys shall not exceed $525/hour, while hourly rates for non-attorney legal work (limited to paralegals, legal assistants, and other timekeepers performing similar legal work) shall not exceed $225/hour.

- Outside counsel may not bill for administrative staff, law clerks, or interns. Billing for administrative support is not allowed under Section 5.5 of the OCC.
- “Not to exceed”—Agencies that wish to use hourly rates to identify an entire classification of employees must now use a “not to exceed” rate. For example, such a rate would appear as “Partners’ rates shall not exceed $300/hr.” If, however, the agency wants to ensure that certain individuals are providing the legal services, naming each individual and their specific hourly rate may be preferred. An example of identifying a particular individual, the individual’s classification, and the individual’s hourly rate would be “Susan Smith, Partner, not to exceed $250/hr.”
Fixed Fee or Fee Schedule for Projects or Matters—Instead of using hourly rates, some legal services, such as immigration, bond, or intellectual property work, may be appropriately billed by a fixed fee per project. An example of a fixed fee per project would be “H-1B Visa Petition is $900.” In the event a proposed outside counsel contract involves both fixed fee and hourly rates, an agency must draft and upload a new Addendum B that includes language specifically directing when either the fixed fee or hourly rate ranges will be used. For example, under the previous example, a contract involving both fixed fees for H-1B Visa Petitions and hourly rates for other services would state “Preparation of H-1B Visa Petition is $900. All other services are governed by the identified hourly rates.”

Please note, fixed fees should be treated as set amounts, rather than as not-to-exceed limitations. For any Invoices with amounts deviating from the fees established by the Outside Counsel Contract, the reason(s) for the deviation(s) must be clearly identified on the Invoice itself. Otherwise, the OAG will be unable to approve payment of the Invoice.

If a subcontractor is providing legal services at a fixed fee, a statement must be provided to the OAG certifying that the time spent on the flat fee work was, at minimum, comparable to what would have been spent had the firm been billing at the maximum hourly rate allowed under Addendum B of the Outside Counsel Contract.

Billing Period—The billing period is the interval that determines the frequency outside counsel will submit Invoices to the agency. The agency and outside counsel will determine and specify the billing period in each specific contract. For most contracts, the billing period will likely be monthly - beginning with the first day of the calendar month and ending with the last day of the calendar month. Additionally, as noted above, outside counsel must submit the Invoice(s) to the agency within one calendar month from the end of the relevant billing period covered by the Invoice. Any untimely invoice submissions by Outside counsel will delay processing and may constitute a breach of the contract, which could result in an Invoice being disapproved for payment. Agencies likewise must review Invoices and submit Voucher Packets to the OAG in a timely manner.

Travel—By setting hourly travel rates in a contract, the agency and outside counsel are permitted, but not required, to pay for time spent traveling to or from a place where legal services are to be provided to the agency. Note that an attorney’s travel rate may not exceed half of that attorney’s standard hourly rate under the OCC. OAG does not consider it a best practice for attorneys to provide legal services while traveling; however, if an attorney is providing legal services while traveling, the attorney may charge the standard hourly rate for the time spent providing those legal services.

Additionally, any attorneys or other timekeepers who are traveling for work under the contract must either be named or fall under one of the timekeeper classifications in Addendum B of the contract. This applies even if the firm is typically only providing work under a fixed fee schedule.

Contract Number—The OAG establishes a contract number for each OCC. An agency may establish its own contract number in addition to the OAG’s contract number; however, an agency must note the OAG contract number in all correspondence with the OAG.
Texas Law License—An attorney must be licensed by the State Bar of Texas in order to provide legal services and advice concerning Texas law, regardless of whether the attorney is actually located in Texas. If an OCC requires outside counsel to provide legal services and advice on Texas law, then a Texas-licensed attorney must be utilized and named as lead counsel in Addendum B of the OCC. A law firm with no Texas-licensed attorneys will not be authorized to provide legal services and advice concerning Texas law. Only in limited circumstances will the OAG approve an outside counsel firm with no attorneys licensed in Texas, such as when the scope of legal services to be performed is strictly limited to federal law practice.

Expenses

If outside counsel bills for allowable expenses, copies of actual, itemized receipts must be submitted to the Agency. The following are examples of expenses that are not reimbursable: gratuity; alcohol; non-coach class airfare or premium or preferred benefits related to airfare; routine copying charges; fax charges; routine postage; office supplies; telephone charges; local travel (within 20-mile radius of office), including mileage, parking, and tolls; all delivery services incurred by internal staff; air-conditioning; electricity or other utilities; and internet charges.

Pursuant to Texas Government Code §402.0212, the OAG shall review outside counsel’s Invoices only to determine whether the legal services for which the agency is billed were performed within the term of the contract and are within the scope of the legal services authorized by the contract and are therefore eligible for payment. Agencies shall submit to the OAG a statement with each Invoice confirming the agency-approved amounts to be paid to outside counsel for legal services and expenses allowed under the contract and the amount of any expenses allowed under the contract which were paid for directly by the agency or any party other than outside counsel.

Pursuant to Texas Government Code §402.0212, the agency shall also include with any Voucher Packet (and associated Invoices) submitted to OAG for approval, a written certification, as provided by the Request for Voucher Approval, that the legal services for which the agency is billed were performed within the term of the contract, are within the scope of the legal services authorized by the contract and are reasonably necessary to fulfill the purpose of the contract.

Amending an Outside Counsel Contract

Any change to an executed and OAG-approved OCC must be supported by a written amendment. Any amendment to an existing OCC must also be approved by the OAG. An agency wishing to amend a contract must first submit to the OAG a completed amendment, using the fillable electronic amendment template available on OAG’s website.⁴

Reasons to amend an existing outside counsel contract include increasing the limitation of liability amount or expanding the scope of legal services. If the limitation of liability amount is being increased, the agency should enclose a proper justification (for example, if at least 75% of the

⁴ Click on the “Amendment to Outside Counsel Contract” link available at https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts
current limitation of liability has been spent) in its e-mail requesting the increase. The amendment and any supporting documentation should be submitted electronically through the fillable template on the OAG’s website.

Should you have any questions regarding these matters, please do not hesitate to contact the OAG’s Financial Litigation and Charitable Trusts Division. The OAG’s website may be updated from time to time with additional information. Please periodically review that resource. Thank you for your attention to these important matters.

**Important Addresses and Contact Information**

The Request to Retain Outside Counsel and the Outside Counsel Contract:

FLDContracts@oag.texas.gov

The Request for Voucher Approval:

OCCIInvoice@oag.texas.gov

Mail may be sent to:
Outside Counsel Contracts
Office of the Attorney General
Financial Litigation and Charitable Trusts Division, Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

Outside Counsel must submit administrative fees to:
Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

Questions may be directed to **Mari Gomez, Outside Counsel Contract Coordinator**, Financial Litigation and Charitable Trusts Division—Telephone Number (512) 475-1849.
UNT System - RFQ Response Worksheet

Instructions

Each law firm or attorney should submit only ONE response to the RFQ regardless of the office that will be performing services. The single response should include each area of law for which the law firm or attorney has expertise and for which it wishes to be placed on the University of North Texas System ("UNT System") Referral List described in the RFQ.

Please follow these directions to complete the response:

- Fill out the General Information page.
- Respond to each of the questions on the General Questions page.
- Complete and submit one Areas of Law page for each area of law the firm wishes to be placed on the Referral List described in the RFQ.
- Review the acknowledgment carefully. Check the box, sign and date to confirm acknowledgment.
- Submit this RFQ response worksheet and any accompanying attachments along with the firm’s RFQ Proposal to OGCRFQ@untsystem.edu by the deadline listed in the RFQ.

Please contact Mallory Michaelson at Mallory.michaelson@untsystem.edu with any questions regarding the RFQ Response.
General Information

Firm Details

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name (Full Legal Entity Name)</td>
<td></td>
</tr>
<tr>
<td>Firm Authorized Signatory Name</td>
<td></td>
</tr>
<tr>
<td>Firm Authorized Signatory Title</td>
<td></td>
</tr>
<tr>
<td>Firm Authorized Signatory Email Address</td>
<td></td>
</tr>
<tr>
<td>Firm Address</td>
<td></td>
</tr>
<tr>
<td>Federal EIN/Taxpayer ID Number</td>
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</tr>
<tr>
<td>Contact Phone Number</td>
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<tr>
<td>Contact E-mail Address</td>
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<tr>
<td>Contact Fax Number</td>
<td></td>
</tr>
<tr>
<td>Firm Website Address</td>
<td></td>
</tr>
<tr>
<td>Lead Attorney Name</td>
<td></td>
</tr>
<tr>
<td>Lead Attorney Email</td>
<td></td>
</tr>
<tr>
<td>Is the law firm HUB certified? Yes or No</td>
<td></td>
</tr>
<tr>
<td>Percentage of Attorneys that are Minority Attorneys</td>
<td></td>
</tr>
<tr>
<td>Percentage of Attorneys that are Women Attorneys</td>
<td></td>
</tr>
</tbody>
</table>

Attachments

(1) Signed Conflict Disclosure Statement (See Attorney General’s memorandum dated 7/3/2019)
(2) Proof of eligibility of lead attorney to practice law in Texas
General Questions

Each response is limited to 7,950 characters (including spaces).

Overview of the firm.

Describe efforts made by the firm to encourage and develop the participation of minorities and women in the provision both of the firm’s legal services generally and the areas of law to which the firm is responding in particular.

Mission statement explaining why your firm would bring value to UNT System.

Describe any relevant matters that your firm has handled in the past five (5) years.

List up to five (5) areas of law that your firm believes they excel as market leaders in that area.
Areas of Law

Fill out one per area of law.

Area of Law: ________

Hourly Rates – list the hourly, not to exceed, rate per hour (not to exceed $525 for attorneys, $225 for paralegals) for each group of billing personnel listed below:

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>________</td>
</tr>
<tr>
<td>Of Counsel</td>
<td>________</td>
</tr>
<tr>
<td>Associates</td>
<td>________</td>
</tr>
<tr>
<td>Paralegal</td>
<td>________</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>________</td>
</tr>
<tr>
<td>Other Description:</td>
<td>____________________</td>
</tr>
</tbody>
</table>

The firm’s U.S. office location handling this area of law (City/State): ________

UNT System is open to considering billing arrangements other than hourly rates. If the firm wishes to propose a flat fee or other arrangement, please describe the details of the proposed fee arrangement.

________________________________________________________________________

Describe the firm’s or attorney’s qualifications for performing the legal services described above, including the firm’s prior experience in providing the legal services.

________________________________________________________________________

List the names, experience, and scientific or technical expertise of the attorneys that would be assigned to perform the legal services described above should your firm be contracted.

________________________________________________________________________
Acknowledgment

By signing below, the law firm or attorney hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

(1) represents that it has obtained and reviewed the Office of the Attorney General administrative rules found in Title 1, Chapter 57 of the Texas Administrative Code and agrees that it will comply with the terms of this Code in its response to this RFQ and in the negotiation, processing and performance of any contract(s) resulting from this RFQ to which it is a party;

(2) agrees that its response to this RFQ will remain valid for selection by the UNT System Office of General Counsel for one or more outside counsel services contracts for the entire period of September 1, 2021 through August 31, 2023;

(3) agrees that the terms and conditions of the current Outside Counsel Contract template approved by the Office of Attorney General will be used for all contracts resulting from this RFQ;

(4) represents that it has obtained and reviewed the memorandum dated 7/3/2019 addressed to Prospective Outside Counsel regarding Outside Counsel Contract Rules and Templates;

(5) agrees to comply with the policies, directives, and guidelines of the UNT System, the UNT System institutions, and the Attorney General of the State of Texas;

(6) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;

(7) it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the UNTS’ option, and the Proposer may be removed from all future proposal lists at this state agency;

(8) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Proposer and to bind the Proposer under any contract which may result from the submission of the Response;

(9) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Proposer and an employee of UNTS;

(10) Proposer has not been an employee of UNTS within the immediate twelve (12) months prior to the RFQ response;

(11) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
(12) Proposer complies with all federal and state laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

(13) to the best of its knowledge, no member of the Board of Regents of the University of North Texas System, or the Executive Officers of the University of North Texas System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Proposer’s firm;

(14) each Proposer will be selected based on demonstrated competence and qualifications only;

(15) if the Proposer is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Proposer’s disqualification;

(16) under Section 231.006, Family Code, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and

(17) under Section 2155.006, Government Code, the Proposer certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(18) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the Proposer agrees that the resultant agreement can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.

Proposer shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

* By signing this RFQ, PROPOSER certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Resident Bidder as defined in Texas Government Code, §2252.001(4).

Please electronically sign and date to show acknowledgement of the above.

Full Name: ___________________________

Date Acknowledged: __________________________