INVITATION TO SUBMIT PROPOSALS

The State Bar of Texas (**State Bar**) is requesting proposals from *licensed Texas attorneys*, without regard to whether they practice as solos or in small or large firms, who are capable of providing ***general counsel legal services to the State Bar Board of Directors (Board) of the specific nature described herein and on a contract basis.*** The State Bar intends to engage a qualified attorney whose primary responsibility will be to advise the Board and its officers on matters related to the proper discharge of their legal obligations under applicable law, as well as to perform other legal functions and tasks as assigned from time to time by the Board or the officers as set forth herein.

The State Bar is seeking individuals to respond to this RFP (Respondents) who have the requisite experience to perform the basic services described in this RFP themselves, and without requiring or relying upon other lawyers to provide the necessary expertise. The General Counsel will not serve as the day-to-day legal advisor to the State Bar or to its staff, and must be able to work collaboratively with the State Bar's day-to-day legal advisors, respecting and adhering to the specific responsibilities and limitations of those roles. If you are interested in submitting a proposal, please adhere to the **General Instructions** and the **Proposal Stipulations and Requirements** as outlined in the enclosed Request for Proposal (**RFP**).

Respondents should pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, and DEADLINES** indicated in the attached documents and respond accordingly. In accepting proposals, the State Bar reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action it deems to be in the best interest of the State Bar. The State Bar is not obligated to accept the lowest priced proposal.

At the time and place established for receipt of the proposal, the State Bar will only release, on request, the names of the Respondents. No other information will be released until after the Board has evaluated the proposals and elected a General Counsel at a regularly scheduled board meeting.

We appreciate your efforts and look forward to reviewing your submission.

STATE BAR OF TEXAS
1414 Colorado St.
Austin, Texas 78701

THE STATE BAR OF TEXAS

The State Bar is established under Tex. Govt. Code Ch. 81 (**State Bar Act**) as an administrative agency of the judicial department of Texas state government and reports directly to the Supreme Court of Texas. It is governed by a statewide Board of Directors and is headed by an Executive Director. The State Bar is not a state-appropriated agency, but is funded solely by membership dues, compliance fees, and revenue-generating services. The State Bar's budget is subject to approval by the Texas Supreme Court.

The State Bar's purposes are (1) to aid the courts in carrying on and improving the administration of justice; (2) to advance the quality of legal services to the public and to foster the role of the legal profession in serving the public; (3) to foster and maintain on the part of those engaged in the practice of law high ideals and integrity, learning, competence in public service, and high standards of conduct; (4) to provide proper professional services to the members of the State Bar; (5) to encourage the formation of and activities of local bar associations; (6) to provide forums for the discussion of subjects pertaining to the practice of law, the science of jurisprudence and law reform, and the relationship of the State Bar to the public; and (7) to publish information relating to the subjects listed in subdivision (6).

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SECTION 1. RFP REFERENCE NUMBER, TIMELINE AND EVENTS

RFP Reference Number:	**SBOT2018-0220**
Request For Proposal Issuance Date:	*February 20, 2018*
Deadline for Submission of Questions:	*March 5, 2018* by 5:00 p.m. C.S.T.
Deadline for Submission of Proposals:	***March 12, 2018* by 5:00 p.m. C.S.T.**
Opening of Proposals:	*March 12, 2018*
Contract Award Date:	On or *June 30, 2018*
Anticipated Contract Start Date:	**On or before *June 30, 2018***

SECTION 2. GENERAL INSTRUCTIONS

A. Questions

Deadline for Questions from Respondents is March 5, 2018, by 5:00 p.m. C.S.T.

All questions concerning the specifications for proposals must be in writing, preferably by email, addressed to the following:

Amy Turner
amy.turner@texasbar.com

cc:
Ann Nunez
ann.nunez@texasbar.com

B. Submittal Procedure

Deadline for Submission of Proposals is March 12, 2018, by 5:00 p.m. C.S.T.
No proposals will be accepted or considered after the deadline.

Proposals, subject to all specifications and conditions contained in this RFP, must include Section 9 Certification and Signature Page signed by the Respondent and, if the Respondent is a member of a firm, someone authorized to enter into contractual obligations and agreements on behalf of the Respondent's firm. ***Proposals received unsigned will be deemed non-responsive and will not be accepted or considered.***

The original proposal, signed in ink; five (5) additional photocopies of the proposal; and an electronic copy of the proposal on CD-ROM or flash drive should be submitted in a sealed envelope and delivered to the attention of:

State Bar of Texas
Attn: Paul Rogers, Purchasing Director
1414 Colorado St., 4th Floor
Austin, Texas 78701

Respondents may deliver their proposals by mail or in person at the above address. Submissions by facsimile or email will not be accepted or considered. The State Bar will not be responsible for submissions lost in the mail or not delivered to the above address and recipient for any reason.

Submissions that do not contain all of the materials and documentation, duly executed, will not be accepted or considered.

C. Non-Discrimination Policy Statement

The State Bar does not discriminate against any individual or Respondent with respect to compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or firm of business opportunities or otherwise adversely affect status as a Respondent because of race, color, religion, sex, national origin, age, disability, or political affiliation.

D. Proposal Guarantee/Award Procedure

The State Bar Board of Directors will elect a General Counsel at a regularly scheduled meeting where a quorum of voting members is present. It is anticipated that an election for award under this RFP will be made on or before May 2, 2018, but no later than June 22, 2018.

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All interested parties are required to guarantee their proposals as **irrevocable offers valid for one hundred twenty days (120) days after the deadline for submission of proposals**. The State Bar, in its sole and absolute discretion, shall have the right to award any proposal for any or all services listed in each proposal, to reject any and all proposals it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, and to accept the total proposal of any one Respondent.

SECTION 3. PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposal

Any proposal may be modified or withdrawn prior to the deadline for submission of proposals, provided such modification or withdrawal is submitted in writing and received by the State Bar Purchasing Director prior to the deadline. Any modification or withdrawal received after the deadline for submission of proposals will not be considered.

B. Deviations From this RFP and the Engagement Agreement Proposed Herein

Respondents must explicitly identify and list in Section 8 of their proposal any and all exceptions or proposed modifications to, or deviations from, the requirements of this RFP.

C. Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based solely on information contained in the written proposal. The State Bar shall not be held responsible for any errors, omissions, or oversights in any submitted proposal.

The State Bar may reject any proposal containing a statement, representation, warranty, or certification which the State Bar determines to be materially incorrect, false, misleading, or

incomplete. Additionally, any errors, omissions, or oversights in any proposal may constitute grounds for rejection of the proposal by the State Bar.

The inability of a Respondent to provide one or more of the services or capabilities required by this RFP does not, in and of itself, preclude acceptance by the State Bar of a proposal. All proposals will be evaluated as a whole by the State Bar in keeping with the best interests of the State Bar.

D. References

Proposals must be accompanied by a comprehensive list of references. Respondents are required to provide a minimum of three (3) references to whom the Respondent has provided services similar or relevant to those set forth in this request for proposals. The references must include the name, address, contact person, telephone numbers, email address, the services provided by the Respondent, and the dates those services were performed.

E. Oral Presentations/Interviews

Any Respondent that submits a proposal may be requested by the State Bar to make an oral presentation for further clarification of the proposal. The oral presentation may be made in person or conducted via telephone.

F. Amendments and Revisions to this Request for Proposal

If the State Bar determines it advisable or necessary to amend or revise this RFP, the amendment or revision will be provided to each Respondent by email.

G. Disclosure of Proposals

The State Bar of Texas is subject to the Texas Public Information Act, Tex. Govt. Code Ch. 552 (**TPIA**). Once proposals are opened and the contract is awarded, all or part of the proposals may be subject to disclosure to the public upon request. The TPIA, however, does not require disclosure of trade secrets or confidential commercial or financial information obtained from a Respondent. If the State Bar receives a request for disclosure of a proposal under the TPIA, the State Bar will send a notice to the Respondent submitting the proposal within ten days after receipt of the request. The notice will inform the Respondent of his or her rights under the TPIA. More information concerning the applicability of the TPIA to proposals can be obtained from the Texas Attorney General or from the Attorney General's website at http://www.texasattorneygeneral.gov. If a proposal includes proprietary data or information that the Respondent does not want disclosed to the public, such data or information should be specifically identified as such on every page on which it is found.

H. Retention of Proposals

All proposals submitted to the State Bar shall become the property of the State Bar and will not be returned to the Respondent submitting the proposal.

I. Expenses

The State Bar shall not be responsible for expenses incurred by the Respondent in preparing and submitting a proposal.

J. Term of Engagement

Under the State Bar Act, the General Counsel is elected by the State Bar Board of Directors and serves at the pleasure of the Board. Either party can terminate the representation at any time for any or no cause, subject to the restrictions and requirements imposed by the Texas Disciplinary Rules of Professional Conduct.

K. Role of the General Counsel

The General Counsel shall perform the duties described in this RFP and in the applicable engagement agreement executed in accordance with the RFP (**Engagement Agreement**). The General Counsel's primary responsibility will be to advise the Board and its officers on matters related to the proper discharge of their legal obligations under applicable law, as well as to perform other legal functions and tasks as assigned from time to time by the Board or the officers in accordance with the applicable task assignment protocol (**Task Assignment Protocol**) set forth herein and in the Engagement Agreement. The relationship of the General Counsel, as well as any other attorney or paralegal at General Counsel's firm (if any) or otherwise available to you working on this engagement, to the State Bar is solely that of independent contractor; under no circumstances will the General Counsel or other member of General Counsel's firm (if any) be considered an employee of the State Bar. The General Counsel also serves as a non-voting, ex officio member of the Board.

The State Bar does not expect or desire for the General Counsel to serve as the day-to-day legal advisor to the State Bar or to its staff. The State Bar currently employs experienced and qualified in-house legal counsel to serve as the day-to-day legal advisor to that organization (**Bar Legal Counsel**), and the General Counsel must be capable and willing to work in concert, and without conflict, with Bar Legal Counsel in adherence to the delineated roles for each position.

L. Engagement of an Individual; Use of Other Attorneys

The State Bar is intending to engage a specific individual, in distinction to a firm, to serve as General Counsel. Nevertheless, the General Counsel is permitted to delegate work to other attorneys and paralegals (i) within the General Counsel's firm or (ii) if the General Counsel is not in a firm, to such other Texas lawyers as General Counsel selects, on a limited basis and only when he or she reasonably believes those individuals will support his or her performance and enhance its value to the Board and the State Bar of Texas. The Respondent must remain fully involved and responsible for all work performed on his or her behalf. Consistent with the first sentence of this Section 3.L., the State Bar is seeking a single General Counsel who is qualified to perform these services himself or herself; delegation should be kept to an absolute minimum. If the Respondent is in a firm, the dissolution of that firm will not terminate this engagement; if the Respondent joins a firm, it will promptly agree to the terms of the Engagement Agreement.

M. Standards of Professional Conduct

In performing services, the General Counsel and any other attorneys assisting the General Counsel will provide competent and zealous legal services to the Board and the State Bar of Texas in a professional and skilled manner consistent with the Texas Disciplinary Rules of Professional Conduct and in compliance with the Texas Lawyer's Creed.

N. Other Restrictions and Requirements

• The General Counsel must be a member in good standing of the State Bar of Texas.

• The General Counsel is subject to Tex. Govt. Code Ch. 572 Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest.

• A person may not serve as General Counsel if the person is required to register as a lobbyist under Tex. Govt. Code Ch. 305.

• Neither the General Counsel, nor his or her spouse if any, may be an officer, employee, or paid consultant of a Texas trade association in the field of the Board's interest.

O. Incorporation Of the Respondent's Proposal

The State Bar intends, and reserves the right to, incorporate the successful Respondent's proposal into the resulting General Counsel Engagement Agreement, by reference or in full, including any revisions and supplements.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

A. Contents

Each proposal shall contain the following:

1. Title Page with the Respondent's Information

    • Name of the Respondent
    • Name of the Respondent's law firm, if any
    • Mailing Address
    • Main Telephone Number
    • Website Address (if any)
    • Telephone Number
    • Facsimile Number
    • Email Address

2. Table of Contents

3. At least three references, including:

    • Name
    • Address
    • Contact person
    • Telephone number
    • Email address
    • Services provided by the Respondent and dates such services were provided

4. Qualifications and Background

• Brief history of the Respondent's qualifications and experience, including areas of expertise, accomplishments, previous employers, clients, etc.

• A resume/curriculum vitae including years of experience, licensure, education, professional affiliations, etc.

• Relevant prior experience, specifically including work as general counsel, board counsel, special counsel, or other legal advisor role for public/governmental agencies or private entities in which the Respondent advised boards or other public or private governing bodies.

• Relevant experience working on or knowledge of open records, open meetings, and other applicable state law pertaining to state agencies, as well as parliamentary procedure and other legal issues relevant to this engagement.

• Relevant experience with litigation or other claims regarding officers or directors of public/governmental agencies or private entities and knowledge of and familiarity with “best practices” applicable to this engagement.

• Experience in state government or other public sector law practice, either as a state government attorney and/or in a private law office addressing issues arising in connection with state government or public sector law.

• A description of the Respondent's law firm (if applicable), and indicate the location of the responsible office).

• A description of backup attorney(s) within your firm or, if the Respondent is not in a firm, otherwise available to the Respondent who would be available on a limited basis in your absence and other support staff, both professional and administrative, who would provide resources to this engagement. Resumes of key staff, particularly backup attorney(s) in your firm or otherwise available to you, should be included.

• A statement of whether the Respondent has ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar Chief Disciplinary Counsel’s Office or had any sanction imposed under the Texas Disciplinary Rules of Professional Conduct or the corresponding rules of another jurisdiction. Please provide information on the incident(s) if applicable.

5. Disclosures: Disclosures of actual and potential conflicts of interests, if any, including but not limited to identifying each and every matter in which the Respondent or the Respondent's firm (if any) has, within the past calendar year, represented any entity or individual with an interest adverse to the State Bar, its board, or staff.

Provide a statement concerning other potential areas for conflicts of interest that may arise because of the Respondent's work or the work of others in your firm (if any). Conflicts of interest may be waived or consented to only in writing by the Chair of the Board upon complete disclosure and approval by the State Bar Executive Committee.

6. Fees and Expenses:

A. Completed Cost Proposal Form (see Section 7).

B. Fees: A full description of proposed fees for the General Counsel and for all support attorneys and personnel anticipated to participate in this engagement, including whether the Respondent charges for travel time and, if so, whether the Respondent provides reduced rates for travel time; note that (i) if later requested by the General Counsel, the State Bar will consider the use of a retainer once it has sufficient experience with this engagement to reliably size the retainer and (ii) travel to the State Bar's Law Center in Austin or locations in downtown Austin will not be compensable and no expenses will be reimbursable.

C. Expenses: Define the types and rates for reimbursement of expenses. Identify and describe the types of out-of-pocket expenses or other items the Respondent would seek reimbursement for and the expected annual range for these expenses. For example, describe the rate for mileage, reproduction of documents or word processing charges, facsimile or telephone charges, and any other matters that would be billed to the State Bar.

D. Other: Identify and describe any other fees or administration rates that may apply for the use of outside counsel, litigation expenses, or any other circumstances.

7. Description of experience addressing professionalism, contract performance, experience and quality of personnel, responsiveness and flexibility, and any other information addressing the Respondent's capability to achieve client confidence and satisfaction.

8. Proof of insurance meeting the conditions provided in this RFP (See Section 6).

9. Policy and procedure used to perform criminal background checks of the Respondent's support personnel and/or subcontractors that would gain entrance to the State Bar's facility or would provide services to the State Bar.

10. Completed Form W-9.

11. Any additional descriptive literature which might be of assistance in the proposal consideration process.

12. Deviation Form (See Section 8).

13. The Respondent's Certification and Signature Page (see Section 9).

B. Format of Proposal

1. Original proposal with the Respondent's Certification and Signature Page (see Section 9), signed in ink by the Respondent and, if different from the Respondent, one duly authorized to contractually bind the Respondent's firm, if any.

2. Five photocopies of the original proposal.

3. One CD-ROM or USB Flash Drive copy of the proposal.

4. The original, photocopies, and the CD-ROM or USB Flash Drive must be sealed in an envelope with the name of the Respondent, telephone number and email address, and the RFP Reference Number clearly indicated on the outside of the envelope.

SECTION 5. SCOPE OF LEGAL SERVICES PROVIDED AS GENERAL COUNSEL

A. History of General Counsel Position

In 1999, the roles of Chief Disciplinary Counsel and State Bar General Counsel were separated, and the General Counsel's role became largely an in-house counsel position, dealing mostly with contract review, open records responses, employment matters, and other internal matters. In 2010, the State Bar Board decided to leave the General Counsel position unfilled and allow the Executive Director to hire an in-house "Legal Counsel" described in this RFP as the Bar Legal Counsel.

B. Current Status

In January 2018, the Board voted to reinstate the position of General Counsel, while retaining, and distinguishing the role of, the Bar Legal Counsel. The person serving as the General Counsel who is the subject of this RFP, will be elected by and will provide counsel to the Board and the officers on an as-needed basis.

It is the intent of the Board to contract with an experienced and qualified attorney to serve in this position as the legal advisor to the Board and the officers on matters related to governance of the State Bar of Texas.

C. Overview of General Counsel's Role

The General Counsel will advise the Board and the officers with respect to each member's individual responsibilities and duties as directors and is required to provide legal guidance to the Board and officers to assure that the Board is in compliance with all applicable laws, regulations, and agreements. The General Counsel renders written and oral advice to the Board and the officers on legal matters related to their duties and service to the State Bar, and has primary responsibility for litigation matters that may arise involving specifically the Board, its members, or the officers, as distinguished from the State Bar itself.

D. General Counsel Does Not Represent Any Party Individually or Personally

Notwithstanding anything to the contrary contained herein, the General Counsel's client under this engagement will be the State Bar, acting through its Board, and the General Counsel's representation and professional obligations will neither encompass nor extend to any individual or other entity, including members of the Board in their individual capacities or the State Bar's officers and employees in their individual capacities. The General Counsel will fully refrain from assisting any Board member, officer, or State Bar staff member with regard to personal legal matters unrelated to the terms of this engagement.

E. Selection and Direction of General Counsel by the Board

The General Counsel will be elected by the Board and, except as otherwise provided in this RFP or the Engagement Agreement, reports to the Board. The State Bar, acting through its Board, may limit or expand the scope of this engagement from time to time pursuant to the Task Assignment Protocol, provided that any substantial expansion requires the General Counsel's written agreement and amendment to the Engagement Agreement.

F. Conflicts Promptly Disclosed and Addressed

The General Counsel and the Bar Legal Counsel will each promptly notify the other when either becomes aware of a possible conflict between the duties owed by a member of the Board or an officer and the personal interests of such individual, but only after first apprising the applicable Board member or officer.

G. Familiarity With State Bar Act, etc.

The General Counsel must have a working familiarity with the State Bar of Texas governing statutes and regulations, including the State Bar Act, State Bar Rules, Board Policy Manual, and other applicable federal and state laws that govern public governmental agencies in areas such as open meetings, open records, and conflicts of interest.

H. Description of Services

The General Counsel will perform services for the Board and the officers on an as-needed basis, and only as either enumerated under items 1 through 9 below (**Standing Services**), constituting "brief advice" under Section 5.K., or as assigned in accordance with the Task Assignment Protocol hereinafter described and referenced under item 10. Duties and responsibilities shall include the following:

1. Attend all meetings of the Board, including all closed sessions, serving as an ex officio, non-voting member of the Board, and provide advice and counsel to the Board and officers during such meetings, including, when requested by the Board, parliamentarian recommendations;

2. Attend all meetings of the Board's Executive Committee, and provide advice and counsel to the Board members during such meetings;

3. Attend those meetings of the Board's Committees to which the General Counsel is invited by the applicable Committee chair with the concurrence of the President and President-elect, and provide advice and counsel to the Board Committee members during such meetings;

4. Working in collaboration with Bar Legal Counsel, perform preparatory work for all Board meetings, including providing assistance to Bar Legal Counsel and State Bar staff in the preparation of open and closed session agendas, executive summaries and other explanatory materials, along with resolutions and post-meeting work (such as preparing any certified agendas);

5. Confer with the Board, officers, the Executive Director, and Bar Legal Counsel regarding the Board's compliance with the State Bar Act, State Bar Rules, Board Policy Manual, other applicable laws, rules, and policies:

6. Confer with the Board, officers, the Executive Director, and Bar Legal Counsel regarding the Board's compliance with the Texas Open Meetings and Public Information Acts;

7. Confer with the Board, officers, the Executive Director, and Bar Legal Counsel regarding all threatened or pending litigation to determine its implications and potential consequences for the Board and officers and, upon the General Counsel's determination that the Board and officers may be affected by such litigation, fully participate in and oversee the retention of outside counsel (which may be the Attorney General of Texas) and work in conjunction with Bar Legal Counsel to provide oversight of all outside counsel retained in such litigation;

8. Research and interpret laws, court decisions, and other authorities in order to prepare legal opinions and to advise the Board and officers on legal matters pertaining to the Board and their service;

9. Attend other State Bar related meetings, activities, and events the General Counsel, the President, and the President-elect deem necessary to the full performance of the General Counsel's obligations as chief legal advisor to the Board and the officers; and

10. Represent, advise, and carry out all additional tasks and duties assigned by the Board or the officers in strict accordance with the Task Assignment Protocol described below.

These services will be evaluated periodically by the Board for thoroughness and efficiency. The services and routine are subject to modification as the State Bar deems necessary to sufficiently meet its needs.

I. Purpose of the Task Assignment Protocol

The Task Assignment Protocol is intended to ensure that the General Counsel is utilized in an open and transparent, cost-efficient, consistent, and professional manner, while still permitting Board members and officers reasonable and prompt access to the General Counsel to address questions relating to their service on the Board and to the State Bar.

More specifically, the Task Assignment Protocol will operate to prevent the General Counsel from being engaged on (1) personal or private legal tasks insufficiently related to the Board member's or officer's service to the State Bar or (2) extensive and potentially expensive legal tasks without the knowledge or agreement of an adequate number of Board members or officers.

J. Standing Services Do Not Require Compliance With Task Assignment Protocol

The Standing Services (services described under items 1 through 9 of Section 5.H. above) are simply the standing responsibilities of the General Counsel and will not require assignment pursuant to the Task Assignment Protocol.

K. Brief Advice Does Not Require Compliance With Task Assignment Protocol

A Board member or officer may request that the General Counsel briefly answer a question or advise that member or officer on a matter without strictly following the Task Assignment Protocol, and the General Counsel may agree to do so if and for so long as doing so is fully compatible with the General Counsel's professional responsibilities to the General Counsel's client, which is the State Bar, acting through the Board, and with the terms of this engagement.

A task qualifying under this Section 5.K. is one that can be concluded by the General Counsel in less than .50 hours of attorney and paralegal time. If the General Counsel determines that he or she has spent more than two and one-half (2.5) hours in the aggregate in any week pursuant to this Section 5.K., the General Counsel will promptly notify the Executive Committee which may by a majority vote modify this Section 5.K. to better ensure the efficient, transparent, and equitable use of the General Counsel.

L. Tasks Requiring Compliance With Task Assignment Protocol

It is anticipated that the vast majority or entirety of the General Counsel's services will constitute either a Standing Service under Sections 5.H. and J. or brief advice under Section 5.K. and not require compliance with the Task Assignment Protocol. However, other tasks may be assigned to and undertaken by the General Counsel only in accordance with the Task Assignment Protocol as follows:

1. By majority vote of the Board;

2. By majority vote of the Executive Committee; or

3. By super-majority (two-thirds) vote of the President, President-elect, Immediate Past President, Chair of the Board, Executive Director, and Bar Legal Counsel.

In order to ensure transparency, fiscal responsibility, and the avoidance of duplicated work, the General Counsel agrees to refrain from undertaking any legal tasks except in accordance with Sections 5.H. through L.

M. General Counsel Will Not Breach Duty to Client

Without limiting the terms of this RFP or the General Counsel's obligations under any applicable law, professional code, or creed, immediately upon the General Counsel concluding (or upon such time as when the General Counsel reasonably should have concluded) that any requested advice or other legal service is incompatible with the General Counsel's professional responsibilities to his or her client (the Board and the State Bar), the General Counsel will disclose the matter to, at a minimum, the Bar Legal Counsel, and will take such other steps required under the above-referenced laws, codes, and creeds.

N. General Counsel to be Equally Accessible to all Board Members and Officers

The General Counsel will make himself or herself available to all Board members and officers equitably and to the same degree, and will take all reasonable steps to avoid even the appearance of providing greater access or support to, or otherwise favoring, one or more Board members or officers over one or more others. The General Counsel will promptly notify the officers if the General Counsel is being called upon or utilized by one or more Board members or officers in a manner that conflicts with this Section 5.N.

O. Contact Persons

The General Counsel's principal contacts with the State Bar will be the President, President-elect, Immediate Past President, Chair of the Board, Executive Director, and Bar Legal Counsel.

SECTION 6. INSURANCE REQUIREMENTS

A. Policies, Coverage, and Endorsements

Note: A Current Certificate of Insurance Must Accompany All Proposals

The General Counsel must maintain, for the General Counsel and for all other attorneys, paralegals, and others providing services under the Engagement Agreement to maintain, at the General Counsel's sole cost and expense, the following insurance policies, with the specified coverage and limits, to protect and insure the State Bar and the General Counsel against any claim for damages arising in connection with the General Counsel's and his/her colleagues responsibilities and provision of services under the awarded contract and all extensions and amendments thereto.

1. Workers' Compensation
   Statutory requirements

2. Employer's Liability
   $500,000.00
3. Comprehensive General Liability
   $1,000,000.00 aggregate; $1,000,000.00 each occurrence
4. Comprehensive Automobile Liability (any automobile, hired automobile, non-owned automobile)
   a. Bodily injury: $1,000,000.00 each person; $1,000,000.00 each occurrence
   b. Property damage: $1,000,000.00 each occurrence
5. Professional Liability
   Minimum $1,000,000.00 with terms and carrier acceptable to the State Bar

B. Insured Parties

All policies must contain a provision naming the State Bar, its officers, directors, agents, and employees, as Additional Insured parties on the original policy and all renewals and replacement policies during the term, including extensions, of the engagement.

C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the State Bar, its officers, directors, agents, or employees.

D. Proof of Insurance

The policies, coverage, and endorsements required by this RFP shall be shown on a Certificate of Insurance on which the "State Bar of Texas" must be listed as the Certificate Holder and which should be furnished to the State Bar prior to the commencement of the engagement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The State Bar may withhold payments under the terms of the Engagement Agreement until the General Counsel furnishes the State Bar copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

E. Renewal and Cancellation

New Certificates of Insurance shall be furnished to the State Bar at the renewal date of all policies named on these Certificates. The General Counsel shall give the State Bar thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

SECTION 7: COST PROPOSAL FORM

Applicable Attorney or Other Professional	Hourly Rate(s)	Additional Costs and Expenses Charged
1. The Respondent	$	•
2. Senior Partners at the Respondent's Firm or otherwise available to Respondent, if any	$	•
3. Junior Partners at the Respondent's Firm or otherwise available to Respondent, if any	$	•
4. Senior Associates at the Respondent's Firm or otherwise available to Respondent, if any	$	•
5. Junior Associates at the Respondent's Firm or otherwise available to Respondent, if any	$	•
6. Paralegals at the Respondent's Firm or otherwise available to Respondent, if any	$	•
7. Other (please specify any other individuals whose services might be charged under this engagement)	$	•

Identify lawyers, paralegals, and other parties only to the extent you believe they are necessary to the performance of your services. Respondents are not required to insert names in each of the

foregoing boxes. The State Bar and the Respondent will negotiate and set out in the Engagement Agreement a process to evaluate and potentially adjust rates no more frequently than annually.

SECTION 8. DEVIATION FORM

All Deviations to Any Portions of this RFP and the Proposed Engagement Agreement Described Herein Must Be Noted On This Form and Included in any Proposal

All proposed exceptions, modifications, or other deviations by the Respondent to the specifications, terms and conditions of this RFP and proposed provisions of the Engagement Agreement must be noted on this Deviation Form. In the absence of any entry on this Deviation Form, the Respondent assures the State Bar of its full agreement and compliance with all specifications and terms and conditions of this RFP, and all provisions of the Engagement Agreement proposed herein. In the absence of any listed deviations, it will be conclusively presumed that the Respondent is ready, willing, and able to perform the role of General Counsel as set out in this RFP and in accordance with its terms. This Deviation Form must be signed by the Respondent and, if applicable, a representative of the Respondent's firm who is duly authorized to contractually bind the Respondent's firm.

Respondents are cautioned that deviations listed in their proposals may be determined by the State Bar to be so fundamental as to cause rejection of the proposals for not responding to the requirements of the RFP. It is the responsibility of the Respondent to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

RFP DEVIATIONS		
Section Number	**Page Number**	**Deviation**

The Respondent:
Name: _____
Title: _____

Firms' Authorized Representative (if applicable)
Name: _____
Title: _____

SECTION 9. CERTIFICATION AND SIGNATURE PAGE

This submission of proposal in response to the State Bar of Texas RFP Reference No. _____ is guaranteed as an irrevocable offer commencing on the deadline date for submission of proposals and continuing for a period of one hundred twenty (120) days.

By signing this document, the Respondent agrees to provide the items and services described in its proposal and certifies as follows:

1. That all terms and conditions listed in or made a part of this RFP will be met.

2. That the Respondent has not given, offered to give, nor intends to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service, or other inducement to a public servant in connection with the submitted offer.

3. That no employee of the State Bar has a direct interest in the proceeds from the proposed Engagement Agreement awarded as a result of this RFP, and that no employee of the State Bar is related within the second degree of consanguinity or affinity to anyone who has a direct interest in the proceeds of the Engagement Agreement awarded as a result of this RFP.

4. That the Respondent, and, if applicable, the owner(s), officer(s), director(s), or personnel of the Respondent's firm, have not been employed by the State Bar at any time within the two (2) years preceding the submission of the Respondent's proposal except as noted below:

Name	Dates of Employment with the State Bar	Position Held at the State Bar	Annual Rate of Compensation at Termination of Employment

5. That the Respondent and, if applicable, the principals of the Respondent's firm, are eligible to participate in this transaction under all laws and regulations of any federal, state, or local governmental body or agency.

6. That neither the Respondent nor, if applicable, the Respondent's firm is currently delinquent in the payment of any franchise tax owed to the State of Texas.

7. That the Respondent and, if applicable, the principals of the Respondent's firm are not eligible to receive the specified payment under Tex. Family Code Section 231.006 (relating to child support) and that any contract awarded pursuant to this RFP may be terminated and/or payment may be withheld if such certification is inaccurate.

8. That neither the Respondent nor, if applicable, the principals of the Respondent's firm have been found guilty of unfair business practices in a judicial, state, or federal agency proceeding during the year immediately preceding the submission of the Respondent's proposal.

9. That neither the Respondent nor, if applicable, the principals of the Respondent's firm, nor anyone acting on their behalf, has violated state or federal antitrust laws.

10. That the Respondent has disclosed to the State Bar any existing or potential conflict of interest relative to the performance of the Engagement Agreement, and that failure to make such disclosure will be grounds for termination of any contract awarded pursuant to this RFP.

11. That neither the Respondent nor anyone acting on the Respondent's behalf has communicated its proposal pursuant to this RFP directly or indirectly to any competitor or any other person engaged in providing the same or similar services provided by the Respondent.

The Respondent:

_____
Name of the Respondent

_____
Name of the Respondent's Firm, if any

_____
Number & Street Address

_____, _____ _____
City State Zip Code

_____
The Respondent's Email Address

_____ _____
Telephone Number Facsimile Number

[Signature Page Follows]

By our signatures, each of the following represent that he or she is duly authorized to legally and contractually bind the Respondent and/or the Respondent's firm (if any) named above.

By: _____
Signature of the Respondent

Name: _____
(Typed or printed)

Title: _____
(Typed or printed)

Name of Firm, if any: _____
(Typed or printed)

By: _____
Signature of Firm's Authorized Representative, if applicable

Name: _____
(Typed or printed)

Title: _____
(Typed or printed)

Date: _____