



INVITATION TO SUBMIT PROPOSALS

The State Bar of Texas (the State Bar) is requesting Proposals from experienced vendors capable of providing graphic design services. 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).

Vendors should pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves 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, which it deems to be in the best interest of the State Bar and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the proposal, the State Bar will only release the names of the vendors. No other information will be released until after the State Bar has evaluated the proposals and an award has been made and approved by the State Bar Executive Director.

We greatly 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 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 the Executive Director of the State Bar. The State Bar is funded solely by membership dues, compliance fees, and revenue generating services. Unlike other state agencies, 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).

TABLE OF CONTENTS

Section 1. RFP Reference Number, Timeline and Events

Section 2. General Instructions

Section 3. Proposal Stipulations and Requirements

Section 4. Proposal Contents and Format

Section 5. Services to be Performed

Section 6. Deviation Form

Section 7. Signature Page

Section 8. Sample Contract

SECTION 1. RFP REFERENCE NUMBER, TIMELINE AND EVENTS

RFP Reference Number:	SBOT2024-TBCLE01
Request For Proposal Issuance Date:	March 27, 2024
Deadline for Submission of Questions:	April 5, 2024, by 4:00 p.m.
Deadline for Submission of Proposals:	April 12, 2024, by 4:00 p.m.
Contract Award Date:	On or before April 22, 2024
Anticipated Contract Start Date:	May 1, 2024

SECTION 2. GENERAL INSTRUCTIONS

A. Questions

Deadline for Questions from Vendors is April 5, 2024 by 4:00 p.m.

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

Ann Nunez
ann.nunez@texasbar.com

B. Submittal Procedure

***Deadline for Submission of Proposals is April 12, 2024 by 4:00 p.m.
No Proposals will be accepted or considered after the stated deadline.***

Proposals, subject to all specifications and conditions contained in this RFP, must be signed by a person or officer of the company submitting the proposal that is authorized to enter into contractual obligations and agreements on behalf of the company. ***Proposals received unsigned will be deemed non-responsive and will not be accepted or considered.***

The original proposal must be emailed to:

**Ann Nunez
ann.nunez@texasbar.com**

Respondents may deliver their proposals by mail at PO Box 12487, Austin Texas 78711 or in person at 1414 Colorado St., Austin Texas 78701. Submissions by facsimile 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 the materials and documentation, duly executed, will not be accepted, or considered.

C. Non-Discrimination Policy Statement

The State Bar of Texas does not discriminate against any individual or vendor 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 company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

D. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award under this RFP will be made on or before April 22, 2024.

All interested parties are required to guarantee their proposals as **irrevocable offers valid for ninety days (90) 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 items and services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposal, and shall be allowed to accept the total proposal of any one vendor.

SECTION 3. PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposal

Any proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted in writing and received by the State Bar Facilities Manager prior to the deadline. Any modification or withdrawal received after the Deadline for Submission of Proposals will not be considered.

B. Offer and Acceptance Period

All proposals must be irrevocable offers valid for ninety (90) days after the Deadline for Submission of Proposals.

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, in its sole discretion, may waive any technical irregularities in a proposal which do not affect the quality of services offered or pricing.

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 vendor to provide one or more of the components or specified features 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. Vendors are required to provide a minimum of three (3) references to which the vendor has provided services similar to those set forth in this request for proposals. The references must include the name, address, contact person, telephone number, email address, the services provided by vendor, and the dates those services were performed.

E. Oral Presentations

Any vendor that submits a proposal may be requested by the State Bar to make an oral presentation for further clarification of the proposal.

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 vendor by facsimile or by email.

G. Disclosure of Proposals

The State Bar of Texas is subject to the Texas Public Information Act, *Tex. Govt. Code Ch. 552* (the 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 vendor. If the State Bar receives a request for disclosure of a proposal under the TPIA, the State Bar will send a notice to the vendor submitting the proposal within ten days after receipt of the request. The notice will inform the vendor of its 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>.

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 vendor submitting the proposal.

I. Expenses

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

J. Term of Contract

The initial term of the awarded contract will be for one (1) year from its effective date, with two (2), one (1) year renewal options at the sole discretion of the State Bar.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

A. Contents

Each proposal shall contain the following:

1. Title Page

- Name of Vendor
- Mailing Address
- Main Telephone Number
- Website Address (if any)
- Contact's Email Address

2. Table of Contents

3. At least three references, including:

- Name
- Address
- Contact person
- Telephone number
- Email address
- Services provided by Vendor and dates such services were provided

4. Description of Vendor

- Brief history of vendor
- Date vendor began business

5. Description of services provided by vendor with hourly rate

6. Completed Form W-9

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

8. Deviation Form (See Section 6)

10. Vendor's Certification and Signature Page (see Section 7)

B. Format of Proposal

1. Original proposal, signed by representative of vendor duly authorized to contractually bind vendor.
2. If proposal is mailed or delivered it must be sealed in an envelope with the name of the vendor, the contact person, the contact person's telephone number and email address, and the RFP Reference Number clearly indicated on the outside of the envelope.

SECTION 5. SERVICES TO BE PERFORMED

A. Overview

The services to be performed by the vendor under the contract awarded pursuant to this RFP are graphic design services.

Graphic Designer

At TexasBarCLE, designers help represent the quality of CLE courses that we produce. We are currently looking for a detail-oriented graphic designer who has mastered layout composition and design, along with a portfolio that proves it. A team-player, who is flexible to accommodate several edits from a team of collaborators is highly valued. Our projects include full brochures, condensed one-page event flyers, web banners, and book covers. The designer's workload may fluctuate but typically falls within the range of 5 to 10 hours per week. Templates will be provided. The ideal candidate is comfortable in a production artist role with excellent interpersonal skills.

Required skills and qualifications

- Portfolio of quality work and project samples (academic portfolio is acceptable)
- Mastery of foundational design concepts and visual principles
- Proficiency with Adobe InDesign, Adobe Illustrator, Adobe Photoshop, and Adobe Acrobat

Preferred skills and qualifications

- One or more years of experience in a design role
- Portfolio to demonstrate skill
- Experience working with an InCopy and InDesign workflow (strongly preferred)
- Familiarity with Dropbox

SECTION 6. DEVIATION FORM

***All Deviations to Any Portions of This RFP and the Sample Contract
Must Be Noted on This Form and Included in any Proposal***

All proposed deviations by the vendor to the specifications and terms and conditions of this RFP and provisions of the Sample Contract must be noted on this Deviation Form. In the absence of any entry on this Deviation Form, the vendor 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 Sample Contract. This Deviation Form must be signed by a representative of the vendor who is duly authorized to contractually bind the vendor.

RFP DEVIATIONS		
Section Number	Page Number	Deviation
SAMPLE CONTRACT DEVIATIONS		
Section Number	Page Number	Deviation

Vendor: _____ By: _____ Date: _____
Name:
Title:

SECTION 7. CERTIFICATION AND SIGNATURE PAGE

This submission of proposal in response to the State Bar of Texas RFP Reference No. 2024-TBCLE01 is guaranteed as an irrevocable offer commencing on the deadline date for submission of proposals and continuing for a period of ninety days.

By signing this document, Vendor 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, including this document, will be met.
2. That Vendor 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 any contract 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 any contract awarded as a result of this RFP.
4. That Vendor, its owner(s), officers, directors, or personnel have not been employed by the State Bar at any time within the two years preceding the submission of Vendor'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 Vendor and its principals are eligible to participate in this transaction under all laws and regulations of any federal, state, or local governmental body or agency.
6. That Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
7. That Vendor and its principals 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 Vendor nor its principals have been found guilty of unfair business practices in a judicial, state, or federal agency proceeding during the year immediately preceding the submission of Vendor's proposal.

9. That neither Vendor nor its principals, nor anyone acting on their behalf, has violated state or federal antitrust laws.

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

11. That Vendor nor anyone acting on its behalf have communicated its bid or 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 Vendor.

Vendor:

Name of Company

Number & Street Address

_____, _____
City State Zip Code

Telephone Number Facsimile Number

By my signature, I represent that I am duly authorized to legally and contractually bind the vendor named above.

By: _____
Signature

Name: _____
(Typed or printed)

Title: _____
(Typed or printed)

SECTION 8. SAMPLE CONTRACT

State Bar of Texas Graphic Design Services Contract

This Contract for Graphic Design Services is entered into by and between the State Bar of Texas (the State Bar) and _____ (Contractor) to be effective as of __, 2024.

AGREEMENT FOR SERVICES The State Bar of Texas (the “State Bar”), an administrative agency of the Texas Supreme Court, for the benefit of TexasBarCLE, a division of the State Bar of Texas, (“TBCLE”) and ? (“Designer”), located in Austin, Travis County, Texas enter into this agreement effective as of _____, 2024, for the purpose of obtaining the services of Designer.

1. **Intent.** TexasBarCLE has need of a Graphic Designer to produce event-related full brochures, condensed one-page event flyers, web banners, and book covers on a regular, and on-going basis.

2. **Services.** It is anticipated that Designer will work with TBCLE staff to produce event-related marketing pieces.

- Design visual concepts using appropriate tools, media, and/or technologies
- Incorporate relevant branding, marketing, and communication strategies in designs
- Complete design projects on time and within the designated budget

Responsibilities

- Communicate design concepts and accommodate changes
- Collaborate with planning teams for cohesive deliverables
- Time-manage 2-3 projects monthly and keep the organization updated on progress
- Consistently deliver creative solutions for visually based problems or needs

3. **Payment for Services.** The State Bar agrees to pay Designer \$___ per hour for Designer’s services. Payment under this Agreement will be due and payable to Designer within 30 days following receipt by the State Bar of Designer’s invoice.

4. Independent Contractor Status.

a. Designer agrees to perform the services under this Agreement as an independent contractor. The parties recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties.

b. This Agreement and the services to be performed by Designer hereunder do not entitle Designer to participate in any employee benefits offered by TBCLE or by the State Bar.

c. Designer is not authorized to enter into or commit the State Bar or TBCLE to any agreements. Designer will not represent itself as the agent or legal representative of the State Bar or TBCLE.

d. TBCLE and the State Bar will not be responsible or liable for dues, worker’s compensation, unemployment insurance, employer liability, employer FICA, social security, withholding tax, income tax, or any other taxes or fees incident to the business of Designer, for or on behalf of Designer in performing the services under this Agreement. All such costs will be the sole responsibility of Designer.

e. TBCLE and the State Bar will not control the manner or means by which Designer performs

the services under this Agreement.

f. Designer shall furnish, at his expense, the equipment, supplies, and other materials used to perform the services under this Agreement.

5. Proprietary Rights. All materials, including design, produced in connection with this Agreement will be the property of the State Bar.

6. Confidentiality. In the course of providing services under this Agreement, Designer may be exposed to confidential and proprietary information of the State Bar and TBCLE. Designer may not disclose such information to any third person at any time during or after the term of this Agreement without the express written consent of the State Bar and TBCLE. Designer may not use such information for his personal or business gain except as necessary to perform the services under this Agreement.

7. Indemnity. Each party agrees to indemnify and hold the other party harmless for its/his acts or omissions related to this Agreement.

8. Term. This Agreement will commence on the date specified above, and will terminate _____, 2025 unless terminated earlier by either party upon 30 days written notice. Any extension of the term of this Agreement must be in writing and executed by both parties.

9. Entirety. This Agreement constitutes the entirety of the agreements between the parties. Amendments to this Agreement must be in writing and executed by both parties.

1. Scope of Services

Contractor will provide the graphic design services as described above. Contractor will not subcontract any portion of the Contract Services without the prior written approval of the State Bar, subject to such conditions as the State Bar may require.

2. Changes to Scope of Services

The State Bar may request additions, deletions, or changes to the Scope of Services throughout the term of this Contract. Such changes shall be effective only upon a written change order signed by each party. The change order shall describe the services to be added, deleted, or changed, and shall state any changes in the Service Rates, if any.

3. Term of Contract and Renewals

The initial term of this Contract shall be one (1) year beginning on its effective date and ending on _____, 2025. The State Bar, in its sole discretion, shall have two (2) consecutive options to extend the term for additional one (1) year term upon written notice delivered to Contractor at least thirty (30) days prior to the termination of the initial or renewal term of this Contract respectively.

4. Service Rates and Invoicing

(A) The State Bar shall pay Contractor for the Contract Services in accordance with the rates set forth on the sample contract, incorporated herein by this reference.

(B) Contractor shall invoice the State Bar monthly for services performed under this Contract. Such monthly invoice shall state the services provided, the names of the individuals who provided the service, the dates such services were provided, and the total amount per individual performing such services. Payment will be made within thirty (30) days of the State Bar's receipt of such monthly invoice. Late payments will bear interest at the rate of 1% per month (12% APR).

(C) All invoices shall be sent by email to:

tbclereimbursements@texasbar.com

cc: mary.volk@texasbar.com

(F) Contractor will not be entitled to any compensation or reimbursement other than expressly provided in this Contract.

5. Independent Contractor

(A) Contractor is an independent contractor and, as such, is free of control and supervision by the State Bar as to the means or manner of performing all work and/or services hereunder, the State Bar having contracted herein solely for the result of such work and/or services. The actual performance and supervision of all work and/or services performed hereunder, and all materials furnished shall be by the Contractor.

(B) The State Bar's compensation to the Contractor shall be inclusive of all overhead, general and administrative expenses, fully loaded labor rates (inclusive of all applicable taxes and social welfare payments), turnover and income taxes, vehicles, transportation, meals, and miscellaneous expenses, unless otherwise specified in this Contract. All personnel and labor furnished by the Contractor hereunder are either employees of the Contractor or independent contractors, and none are or shall be deemed employees of the State Bar.

(C) Contractor shall be responsible for payment of all federal, state, local, or other applicable payroll taxes and make the required contributions for unemployment insurance, pensions, annuities and other retirement benefits, as applicable (including, by way of example and not limitation, income tax, FICA and Medicare withholding; disability or sickness benefit taxes, contributions or payments; and worker's compensation payments, assessments or penalties) imposed or assessed under any provision of any law and measured by wages, salaries or other remuneration paid by the State Bar and/or which may be due from Contractor engaged in the work and/or services performed hereunder. Contractor agrees to indemnify the State Bar for any taxes levied against the State Bar, and other expenses incurred by the State Bar, including reasonable attorney's fees and court costs, as a result of Contractor's failure to comply with this Contract provision.

(D) Contractor and/or the individuals performing the Contract Services shall not be entitled to any benefits that would otherwise accrue if Contractor and/or the individuals performing services hereunder were employees of the State Bar.

7. Authorization to Withhold Payments

The State Bar may withhold payments to Contractor under this Contract to protect itself from deficiencies, loss, or third party claims on account of:

(A) defective work or material not remedied;

(B) claims filed or reasonable evidence indicating probable filing of claims, including any claims by Contractor's lending institution or lien holder that affect this Contract;

(C) failure of Contractor to make payment properly equipment and material suppliers, shippers, or laborers;

(D) property damage or physical injury sustained by the State Bar or any State Bar director, officer, employee, or other State Bar contractor, or any third party; or

(E) a violation of or failure to comply with any federal, state, or local law or regulation, or provision of this Contract.

8. Compliance

(A) Contractor will comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to Contractor with respect to performing the Contract Services as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract, including but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and prevailing wage rates. The State Bar reserves the right, in its sole discretion, to unilaterally amend this contract throughout its term to incorporate any modifications necessary for State Bar's or Contractor's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines. Upon request, Contractor will provide the State Bar with adequate evidence of compliance with applicable laws, rules, regulations and ordinances.

(B) Contractor will indemnify and hold harmless the State Bar against any claim arising from violation of any law, ordinance or regulation by Contractor and its employees or agents. Except where expressly required otherwise by applicable laws and regulations, the State Bar shall not be responsible for monitoring Contractor's compliance with any laws or regulations.

11. Default by Contractor

(A) In the event Contractor materially fails to perform the Contract Services in accordance with this Contract, or fails to comply with a material provision of this Contract, the State Bar shall send notice, specifying such failure, to Contractor in writing or by facsimile. If Contractor fails to commence to remedy such failure within ten (10) days of the date of notice and to diligently continue such efforts until the failure is remedied, Contractor shall be deemed to be in default under this Contract.

(B) Without limiting in any way other actions or rights of the State Bar set forth in this Contract, in the event Contractor is in default under this Contract, the State Bar may, without prejudice to any right or remedy available to it, terminate this Contract upon three (3) days notice, in writing or by facsimile, to Contractor.

12. Default by the State Bar

(A) In the event the State Bar materially fails to perform its obligations under this Contract, Contractor shall send notice, specifying such failure, to the State Bar in writing or by facsimile. If the State Bar fails to commence to remedy such failure within ten (10) days of the date of notice and to diligently continue such efforts until the failure is remedied, the State Bar shall be deemed to be in default under this Contract.

(B) Without limiting in any way other actions or rights of Contractor set forth in this Contract, in the event the State Bar is in default under this Contract, Contractor may, without prejudice to any right or remedy available to it, terminate this Contract upon three (3) days notice, in writing or by facsimile, to the State Bar.

13. No Waiver

A party's failure to require the strict performance of any term, covenant, or condition (each such term, covenant, and condition being a "provision") or to exercise an option, right, power, or remedy will not be deemed to be a waiver or a relinquishment any such provision, option, right, power, or remedy. A party's waiver of a provision will not be enforceable or binding on such party unless it is in writing. If a party waives its rights of redress following an act or omission that constitutes a default or breach of this Contract, such party may elect not to waive its rights of redress following a subsequent identical or similar act or omission.

14. Termination

Either party may terminate this Contract for convenience upon ninety (90) days written notice to the other.

15. Force Majeure

A delay in or failure of performance of either Contractor or the State Bar shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by acts of God, acts of war, whether or not declared, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes, whether or not of the class or kind specifically named above, not within the reasonable control of the party affected and without the fault of the affected party and which, by the exercise of reasonable diligence, said party is unable to prevent, avoid or remove. Prompt, written notice of the existence of such occurrences shall be given to the other party by the party relying on such occurrences. Further, the party relying on such occurrences shall use all reasonable dispatch to remedy it.

14. Confidential Information

(A) In the course of performing the Contract Services, Contractor and/or its personnel or agents may come into possession of confidential information, trade secrets, or other legally protected private information. Contractor and its personnel will maintain the confidentiality and privacy of such information and will not disclose any such information to any third party.

(B) Contractor will indemnify and hold harmless the State Bar against any claim arising from the wrongful disclosure of such information by Contractor or its personnel or agents.

15. Publicity Concerning Contract

Absent written approval by the State Bar, Contractor will not use the award of this Contract by the State Bar to promote Contractor's business or services in any way or through any medium.

16. Indemnification

Contractor hereby assumes liability for and agrees to indemnify, defend, protect, save and hold harmless the State Bar, its officers, agents, subcontractors, employees, and clients from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of any act or omission of the Contractor, or its respective officers, employees, or agents.

17. Governing Law and Venue

This Contract and any addendum thereto, and any disputes arising concerning this Contract or the Contract Services shall be governed by the laws of the State of Texas. Should a dispute arise concerning the terms of the Contract or any addendum thereto, or the Contract Services, Contractor and the State Bar agree that any lawsuits or contested actions shall be brought in Travis County, Texas.

18. Entire Agreement and Modifications

This Contract is the final, complete, and exclusive agreement of the parties regarding the subject matter of this Contract. This Contract supersedes all prior and contemporaneous agreements, representations, and understandings regarding the subject matter of this Contract. No modification of this Contract will be binding on the parties to it unless contained in a writing signed by the parties.

19. Assignments and Successors

(A) Neither party may assign its rights, duties, or obligations under this Contract to any other person or entity without the express written consent of the other party.

(B) This Contract will be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

20. Severability

The invalidity or unenforceability of one or more covenants, terms, or conditions in an Operative Document will not affect the remainder of such Operative Document.

21. Notices

For purposes of this Contract, as of the Effective Date, the following shall be considered proper notice addresses for each party:

Contractor:

<name of Contractor>

<address>

Facsimile Number: *<fax number>*

Attention: *<contact person>*

The State Bar of Texas:

State Bar of Texas
1414 Colorado Street
Austin, Texas 78701

Facsimile Number: _____

Attention: _____

With Copy To:

Executive Director
State Bar of Texas
1414 Colorado Street, Suite 300
Austin, Texas 78701

Facsimile Number: (512) 427-1508

THIS CONTRACT IS DULY EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE EFFECTIVE DATE SPECIFIED HEREIN.

<NAME OF CONTRACTOR>

THE STATE BAR OF TEXAS

By: _____

By: _____

Name Typed or Printed

Name Typed or Printed

Title

Title