



NORTH DAKOTA COURT SYSTEM
Office of the State Court Administrator
600 East Boulevard Avenue
Bismarck, North Dakota

Request For Proposal (RFP)

RFP Number: 180-24-01
Date of Issue: March 28, 2024

**THE NORTH DAKOTA COURT SYSTEM
IS SEEKING A VENDOR TO CONDUCT A
JUDICIAL RESOURCES WEIGHTED CASELOAD
STUDY**

Sally Holewa
State Court Administrator

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Request for Proposal – Judicial Resources Weighted Caseload Study RFP # 180-24-01

Section One – Introduction and Instructions

1.01 Purpose of the RFP

The North Dakota Court System is soliciting proposals for a statewide judicial resources weighted caseload study to be completed by April 1, 2025.

1.02 Contact Person, Telephone, Fax, E-Mail

The Program Administrator is the point of contact for the RFP. The Program Administrator for this RFP is:

Scott Johnson
Assistant State Court Administrator
Office of the State Court Administrator
Mail Stop 180
600 E. Boulevard Avenue
Bismarck, ND 58505-0530
Phone: 701-328-4216
Fax: 701-328-2092
E-mail: sjohnson@ndcourts.gov

1.03 RFP Schedule of Events

This schedule of events represents the best estimate of the schedule that will be followed for this RFP. The schedule is subject to change by the North Dakota State Court Administrator. In the event a change is made to any component of this schedule, the rest of the schedule will be adjusted by an equal number of days. Should this occur an amended schedule will be posted on the court's website at: <https://www.ndcourts.gov/state-court-administration/finance>.

The schedule for this RFP is:

RFP Issued: March 28, 2024

Deadline for submission of questions/objections: 5 p.m. Central Time, April 17, 2024

Response to questions/objections: 5 p.m. Central Time, April 26, 2024

Proposals due by: 5 p.m. Central Time, May 10, 2024

Contract Issued by: July 1, 2024

Contract start: August 1, 2024

Final Project Due Date: April 1, 2025

1.04 Return Mailing Address and Deadline for Receipt of Proposals

One hard copy and one electronic copy of the proposal must be received in the North Dakota State Court Administrator's Office by 5:00 p.m. central time, on May 10, 2024 at this address:

Office of the State Court Administrator

Attn: Scott Johnson

Mail Stop 180

600 E. Boulevard Avenue

Bismarck, ND 58505-0530

sjohnson@ndcourts.gov

1.05 Assistance to Vendors with a Disability

Vendors with a disability who need an accommodation should contact the Program Administrator listed in Section 1.02 sufficiently in advance of the deadline for receipt of proposals so that reasonable accommodations can be made without affecting the vendor's ability to respond to the RFP within the deadline for responses.

1.06 Deadline for Receipt of Questions and Objections

Vendors must carefully review the solicitation and all attachments for defects, questionable, or objectionable material. All questions must be submitted in writing to the e-mail address provided in Section 1.02 and cite the subject RFP in the title. All questions are due by the deadline specified in Section 1.03.

1.07 Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidder list. The successful vendor will be required to register as a vendor with the State of

North Dakota Office of Management and Budget department within 30 days of the acceptance of the contract award.

1.08 Amendments to the RFP

If an amendment to this RFP is issued it will be provided to all vendors that were mailed a notice of the RFP and to those who have requested a copy of the RFP.

1.09 Electronic Posting of RFP

The RFP, any amendments to the RFP, any questions submitted by vendors and the responses to those questions will be posted on the following website: <https://www.ndcourts.gov/state-court-administration/finance>. Vendors are encouraged to check the website periodically for any updates related to this RFP. Questions can be directed to Ms. Sally Holewa at the e-mail or mailing address provided in section 1.04.

Section Two – Background Information

2.01 Background Information on the North Dakota Court System

The North Dakota Court System is a unified state court system consisting of one Supreme Court, a temporary, intermediate appellate court that can be called into session as needed, and 55 district courts with general jurisdiction. Statewide, there are 55 district court judges and 5 judicial referees. The chief justice of the Supreme Court is the administrative head of the court system.

The district courts have original and general jurisdiction in all cases except as otherwise provided by law. The district courts also serve as the juvenile courts in the state and have exclusive and original jurisdiction over any minor who is alleged to be unruly, delinquent, or a child in need of protection or services. The average annual caseload for the state is 159,848 cases.

The court is organized into eight judicial districts. In each judicial district, there is a presiding judge who oversees judicial services for courts in the geographical area of the judicial district. The court is further divided into four administrative units. In each unit, there is a unit court administrator who is responsible for the managerial and administrative duties of two districts.

A profile of the current court North Dakota court structure and more detail about the court structure and jurisdiction can be found on the court's website at: <http://www.ndcourts.gov>.

Since 1997, the North Dakota Court System has used a weighted caseload study developed by the National Center for State Courts to evaluate the workload demands of judicial officers and determine district court judge need. The study was updated in 2003 and again in 2012 to include new case types and changes in practices.

The 2012 study created a work offset model to distinguish between work performed by district court judges and judicial referees to assist the court in determining referee need apart from district court judge need. It also created a model to determine the impact that law clerk staffing has on judge need. Neither of these models have been adopted by the court.

Since the 2012 study was completed there have been legislative and rules changes that have affected the workload of judges. The implementation of a new case management system in 2011 created changes in work processes and document handling which were not in place when the 2012 study was conducted. There has also been a reduction in referee and law clerk staffing that has had an impact on the amount of time district court judges are spending on certain case types.

In 2021 a study of factors that may impact case weights was completed by the National Center for State Courts. The two global factors included in this study were cases involving at least one self-represented party and cases in which at least one language interpreter was required. In addition, adult and juvenile drug court and domestic violence court were studied to determine if factors such as number of participants or stages in the problem-solving court continuum had disparate influences on the weights assigned to each of these courts. Copies of previous studies are available upon request.

While building off the current model of weighted caseload study, this project will also include alternative statistical models for determining case weights and an assessment as to whether one or a combination of models most accurately captures resource needs.

2.03 Scope of Work

The project will result in a weighted caseload study and will take into account workload changes as the result of:

- (1) Implementation of new processes to manage cases and documents;
- (2) Use of electronic documents as the primary record source;
- (3) Statutory and rule changes requiring additional hearings and oversight of juvenile and guardianship cases;
- (4) Statutory changes allowing for sealing of district court records and appeals from requests to seal municipal court records;

- (5) Statutory reclassification of some criminal offenses and some major traffic offenses;
- (6) Additional review and oversight of adult and juvenile guardianship cases, juvenile child in need of protection cases, and criminal cases involving a fitness to proceed and competency issues;
- (7) Practices specific to management of complex oil and gas cases;
- (8) Practices specific to management of mass tort litigation cases; and
- (9) Changes in travel requirements due to the increased use of remote electronic means for committee meetings, education and training, and court proceedings.

In addition to the standard workload assessment for judges, the project will also:

- (1) Distinguish between work performed by judicial referees and district court judges and determine referee staffing need separate from judge need;
- (2) Examine the unique work processes associated with mass tort litigation, sexually dangerous offender mental health commitment cases, and parental notification cases through a simulation of standard work processes;
- (3) Determine if a caseload weight separate from the underlying case should be assigned to re-opened cases; and
- (4) Include a comparison of judicial need using the mean, the mode, and the middle quartile of the times collected for each case type included in the study.

The vendor will be asked to:

- Develop a model for accurately estimating work force requirements. The selected vendor will be required to create a statistical model that the North Dakota Court System will use to assess the ongoing need and resource allocation of judicial resources.
- Conduct a time study for a minimum of 6 weeks, which includes all district courts and referees except for those who are unavailable to participate during the study period due to scheduled education, vacation, illness or similar reason.
- Estimate the current work force requirements for judicial officers. The selected vendor will be required to calculate the full-time equivalent (FTE) work force requirements for each type of judicial resource by determining the total time required

to complete the work functions and dividing the total work activities by the time allotted for each FTE.

- Provide a comparison of estimated work force requirements using formulas based on the mean, the mode, and the interquartile range of times captured for each case type during the time study.
- Regularly provide progress reports to the Program Administrator assigned to the project.
- Consult with court's Committee on Caseflow Management to assist with the study and ensure the accuracy of data collection and interpretation of data.
- Provide a final written report in both printed and electronic format.

Section Three – Proposal Format and Content

To aid in the comparative evaluation of proposals, all responses must be submitted as one hard copy and one electronic copy and contain the following information in the order listed.

3.01 Applicant Information

These items must be included on the coversheet of the proposal:

- Name of the organization;
- Principal address of the organization;
- Nature of the organization (corporation, private company, non-profit, etc.);
- Name, title, e-mail address, phone number, and mailing address of the person submitting the proposal, if different from the principal address of the organization; and
- Contact information, including an e-mail address for the project director or primary person to be contacted on matters involving the proposal, if different from the person submitting the proposal

3.02 Introduction

Proposals must confirm that the vendor will comply with all provisions in this RFP. The proposal must disclose any instances where the organization or any individuals working on the contract has a possible conflict of interest, and if so, the nature of that conflict.

3.03 Experience and Qualifications

Vendors must describe the experience of their organization in conducting and completing the kind of research and analysis described in this document including evaluation, multi-site project coordination, collaborative research strategies, and use of qualitative and quantitative research methods. Additionally, vendors must provide information specific to the personnel assigned to accomplish the work required. Vendors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed: a) title;

- b) resume;
- c) description of the type of work the individual will perform on this project; and
- d) number of estimated hours for each individual named above.

3.04 Method to Complete the Project

An overall plan with time estimates for completion of all work is required. Elements of the plan should include:

- A description of the vendor's approach to meeting the Purpose of the RFP and Scope of Work as described in Sections 2.02 and 2.03 of this RFP.
- A description of any data collection instruments and methods to be used in collecting data.
- A description of any supplemental tasks (data collection, information dissemination, staff assignment to project oversight committees, etc.) that it is expected the North Dakota Court System will need to perform to assist the vendor in achieving the Purpose of the RFP as described in Section 2.02 of this RFP.
- A proposed timeline for the project.
- A description of the final product to be delivered to the North Dakota Court System.

3.05 Cost Proposal

Vendors should carefully consider the resources needed to successfully implement the proposed project and present a realistic budget that accurately reflects project costs. The proposal should include a line item budget showing costs for personnel, travel, equipment, supplies, other costs, and indirect costs.

Section Four – Evaluation Criteria and Vendor Selection

4.01 Evaluation Criteria

In evaluating the proposals, cost will be an important but not the sole factor in awarding a contract. The North Dakota Court System will evaluate all proposals using the following criteria:

- a) Responsiveness to the described work plan;
- b) Vendor experience in similar assignments;
- c) Experience and expertise of staff to be assigned to the project;
- d) Vendor ability to meet timing requirements to complete the project;
- e) Comments received from references and current or former users of the product who are known to the court but who may not be listed as a reference in the RFP; and
- f) Reasonableness of cost projections.

4.02 Clarification of Proposals

In order to effectively evaluate each proposal, communications by the Program Administrator or the proposal evaluation committee are permitted with a vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

4.03 Interview

It may be necessary to interview one or more vendors to clarify aspects of their submittal or to select from two or more vendors. If interviews are conducted, they will take place by telephone, interactive video or web conferencing.

4.04 Right of Rejection

The North Dakota State Court System reserves the right to reject any or all proposals, in whole or in part. Proposals received from barred or suspended vendors will be rejected. Any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP may be rejected.

The North Dakota Court System reserves the right to waive any minor irregularities in the proposal or request for proposal process that do not have a substantive bearing on the RFP process.

The North Dakota Court System reserves the right to reject all proposals and to refrain from making any award if it determines it to be in its best interest to do so.

Section Five – General Contract Information

5.01 Contract Term

The North Dakota State Court Administrator intends to enter into a contract with an effective period of July 1, 2024 – June 30, 2025. Note that although the contract term includes time to review and accept the report that is due by April 1, 2025.

5.02 Contract Type

The contract is a Firm Fixed Price contract.

5.03 Standard Contract Provisions

The successful vendor will be required to sign a contract similar to the one attached to this RFP (Attachment 1). The vendor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the vendor's proposal. No alteration of these provisions will be permitted without prior written approval from the North Dakota State Court Administrator. Vendors are instructed to contact the Program Administrator, in writing and by the deadline set for questions, with any concerns regarding the contract provisions.

5.04 Proposal as Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Additional Terms and Conditions

The North Dakota State Court Administrator reserves the right to add, delete, or modify terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

5.06 Contract Approval

This RFP does not, by itself, obligate the North Dakota Court System. The North Dakota Court System obligation will commence when the North Dakota State Court Administrator approves the contract. Upon written notice to the vendor, the State Court Administrator may set a starting date for the contract that is different from the proposed starting date set forth in this RFP. The North Dakota Court System will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the North Dakota State Court Administrator.

Section Six – Standard Proposal Information

6.01 Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign all proposals.

6.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submission, presentation, or evaluation of any proposal.

6.03 Conflict of Interest

Vendors must disclose any instances where the organization or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the vendor's proposal. Determination regarding any questions of conflict of interest will be made by the North Dakota State Court Administrator and is final.

6.04 Vendor's Certification

By signature on the proposal, a vendor certifies that it complies with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

6.06 Subcontractors

Work proposed to be performed under this contract by the vendor or its employees shall not be subcontracted without prior approval of the North Dakota State Court Administrator.

6.06 Right to Submitted Material

All responses, inquiries, or correspondence in relation to or in reference to the RFP, and all reports, charts, displays, schedules, and other documents submitted by the vendor shall become the property of the North Dakota Court System when received.

Sample Service Agreement

THIS AGREEMENT IS made between the North Dakota Court System (hereinafter referred to as COURT) and _____, (hereinafter referred to as CONTRACTOR).

The parties agree to:

- I. **Term.** The work under this Agreement will commence on _____, and the project must be completed on or before _____, unless the time for completion is extended by mutual agreement of the parties, in writing, as provided in this Agreement.
- II. **Services to be Performed by CONTRACTOR.** CONTRACTOR shall perform the services described in the Request for Proposal and in the manner proposed in CONTRACTOR'S proposal, except as amended by the mutual agreement of the parties.
- III. **Compensation.**
 - (a) For the performance of services under this Agreement, the COURT shall pay CONTRACTOR _____, based upon the budget outlined in CONTRACTOR'S proposal.
 - (b) CONTRACTOR agrees that its records relating to compensation payable to COURT for the services rendered will be available for review by COURT or its authorized representative during normal business hours with prior notice. Such records must be retained by CONTRACTOR for a period of three years from the date of the termination of this Agreement during which period they will remain available for review by COURT.
 - (c) All invoices and statements for services rendered should be mailed to COURT as follows:

Office of the State Court Administrator
Mail Stop 180
600 E. Boulevard Avenue
Bismarck, ND 58505-0530

- IV. **Independent Contractor Status.** CONTRACTOR'S status for conduct of tasks described in this Agreement is as an independent contractor, not as an agent or employee of the COURT. Any and all employees of CONTRACTOR while engaged in performance of any work or service required by COURT under this Agreement are considered employees of CONTRACTOR only. Any and all claims that may arise under the North Dakota Worker's Compensation Act on behalf of CONTRACTOR'S employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of CONTRACTOR'S employees while so engaged in any of the work or services so provided to be rendered under this Agreement are the sole obligation and responsibility of CONTRACTOR.
- V. **Acceptance Procedure.** CONTRACTOR shall render the reports and deliverables described in the Request for Proposal, under the terms and conditions listed in it. COURT shall have a maximum

of twenty (20) working days from the delivery of the final draft of the completed project to respond in writing to such delivery. If COURT believes the completed project does not conform to the requirements of the Agreement, it shall notify CONTRACTOR in writing, within the above-mentioned twenty (20) days and shall indicate with particularity in what manner the project fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.

- VI. Covenant against Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than bona fide employees to solicit or secure this Agreement and that it has not paid or agreed to pay any company commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COURT has the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- VII. Nondiscrimination in Employment.** During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin.
- VIII. Contingencies.** If CONTRACTOR fails to perform under this Agreement due to causes beyond the control and without the fault or negligence of CONTRACTOR, such failure will not constitute a default in performance. If such an event occurs, COURT and CONTRACTOR may make such other agreements as may be necessary and possible to facilitate contract completion.
- IX. Termination by COURT.**
- (a) **Failure of CONTRACTOR to Fulfill Obligations.** If for any reason, other than the causes set out in paragraph VII, CONTRACTOR fails to fulfill its obligations under this Agreement, COURT shall notify the CONTRACTOR in writing of the specific nature of the failure. Termination is effective thirty (30) days following receipt of COURT'S written notice, provided that
CONTRACTOR was provided a reasonable time to remedy or dispute the deficiencies listed by COURT. CONTRACTOR has the right to receive just and equitable compensation for any satisfactory work completed prior to the date of termination under this paragraph.
- (b) **Failure of COURT to Secure Funding.** If the North Dakota legislature fails to appropriate funds to begin, continue or finish this project, this Agreement will automatically terminate and CONTRACTOR may not enforce the remaining term of the Agreement. CONTRACTOR has the right to receive just and equitable compensation for any satisfactory work completed prior to the date of termination under this paragraph.
- X. Termination by CONTRACTOR.** If COURT fails to comply with any material term or condition of this Agreement, CONTRACTOR may terminate this Agreement on written notice to COURT. Termination is effective thirty (30) days following receipt of CONTRACTOR'S written notice,

provided that COURT was provided a reasonable time to remedy or dispute the deficiencies listed by CONTRACTOR.

- XI. Renewal.** This contract will not automatically renew.
- XII. Access to Information and Facilities.** COURT recognizes that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of this Agreement, and will assist or otherwise aid CONTRACTOR in the procurement of such data or information or access to personnel and facilities as requested by CONTRACTOR.
- XIII. Publication.** CONTRACTOR may publish information, interim and final reports produced in the conduct of this project, with the written permission of COURT.
- XIV. Copyright.** COURT retains all rights, title and interest in and to all data, report materials, reports, copyrights, artwork, illustrations, and other original materials that are compiled or result from this project.
- XV. Governing Law.** The laws of the state of North Dakota shall govern the validity, construction, interpretation and effect of this Agreement.
- XVI. Conflicts in Documents.** Notwithstanding anything in this Agreement to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the document must control in this order of precedence: (i) this Agreement; (ii) Request for Proposal dated _____; (iii) CONTRACTOR'S proposal in response to the Request for Proposal dated _____; (iv) written correspondence between the parties to this Agreement which contains reference to this Agreement, the Request for Proposal, or CONTRACTOR'S proposal.
- XVII. Modification.** This Agreement constitutes the final, integrated expression of the Agreement of COURT and CONTRACTOR. No amendments or changes may be made to the terms and conditions of this Agreement without the mutual written consent of the parties.
- XVIII. Waivers.** The failure of the parties to enforce, at any time, the provisions of this Agreement or the failure to exercise any option that may be provided in this Agreement is not a waiver of such provisions and does not affect the validity of this Agreement or any part of it or the right of the parties to enforce each and every provision and to exercise any such option. No waiver of any breach of this Agreement may be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement are cumulative, that is as being in addition to every other remedy provided by operation of law.
- XIX. Severability.** If any term of this Agreement is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms is not affected and, if possible, the rights and obligations of the parties will be construed and enforced as if the contract did not contain that term.

XX. Representatives of Contracting Parties. The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for required notification and communication:

(a) **Representing COURT:**

Office of the State court Administrator
Mail Stop 180
600 E. Boulevard Avenue
Bismarck, ND 58505-0530
Phone: 701-328-4216

(b) **Representing CONTRACTOR:**

XXI. Maintenance, Access and Examination of Records. If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

XXII. Confidentiality. Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from COURT under this Agreement that COURT has previously identified as confidential or exempt from mandatory public disclosure, except as necessary to carry out the purposes of this Agreement or as authorized in advance by COURT. Absent a court order, COURT agrees not to disclose any information it receives from CONTRACTOR that has previously been identified as confidential or proprietary and that the COURT determines in its sole discretion is protected from public disclosure. The duty of the COURT and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

XXIII. Insurance. CONTRACTOR represents and warrants that it has and will continue to maintain with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate insurance under all applicable worker's compensation laws. CONTRACTOR will furnish such certificates with respect to its insurance as COURT may from time to time require.

XXIV. Prohibition Against Assignment. Notwithstanding any other provision of this

Agreement, CONTRACTOR may not transfer, pledge, or otherwise assign this Agreement, or any interest in it, or any claim arising under it to any party or parties, bank, trust, company or other financing institution.

XXV. Indemnity. CONTRACTOR agrees to defend, indemnify and hold harmless COURT, its agencies, officers and employees from any claims of any nature, including all costs, expenses and attorney’s fees, which may in any manner result from or arise from CONTRACTOR’S performance of this Agreement, except for claims resulting from or arising out of the COURT’S sole negligence arising from professional errors and omissions. The legal defense provide by CONTRACTOR to COURT under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for COURT is necessary. CONTRACTOR also agrees to defend, indemnify, and hold COURT harmless for all costs, expenses and attorney’s fees incurred in establishing and litigating the indemnification coverage provided in this paragraph. This obligation will continue after the termination of this Agreement.

XXVI. Attorney Fees. If a dispute arises under the terms of this Agreement, and a part to this Agreement brings an action at law or other proceeding against the other party to enforce any of the Agreement’s terms, covenants or conditions, the prevailing party in the action or proceeding must be paid its reasonable attorney fees in addition to other damages and costs.

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

COURT

BY: _____

TITLE: STATE COURT ADMINISTRATOR

DATE: _____