

**NORTH DAKOTA COURT SYSTEM
OFFICE OF THE STATE COURT ADMINISTRATOR
600 E BOULEVARD AVENUE, MAILSTOP 180
BISMARCK, NORTH DAKOTA**

REQUEST FOR PROPOSALS

COMPENSATION STUDY

**RFP NUMBER: 180-14-01
DATE OF ISSUE: December 3, 2014**

The North Dakota Court System is soliciting proposals for a compensation study to determine if current pay ranges are aligned with external labor markets.

Section One – Introduction and Instructions

1.01 Purpose of the RFP

The North Dakota Court System is soliciting proposals for a vendor to conduct a market analysis to determine if the current pay ranges are aligned with external labor markets.

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:

Amy Klein
Director of Human Resources
Office of the State Court Administrator
Mailstop 180
600 E. Boulevard Avenue
Bismarck, ND 58505-0530
Phone: 701-328-4216
Fax: 701-328-2092
E-mail: aklein@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: www.ndcourts.gov/rfp.

The schedule for this RFP is:

RFP Issued: December 3, 2014
Deadline for submission of questions/objections: December 18, 2014
Response to questions/objections: December 23, 2014
Proposals due by: January 8, 2015
Contract issued by: January 30, 2015
Contract start: January 30, 2015
Contract end: June 30, 2015

1.04 Return Mailing Address and Deadline for Receipt of Proposals

One printed copy of the proposal 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 January 8, 2015, at this address:

Office of the State Court Administrator
Attn: Amy Klein
Mailstop 180
600 E. Boulevard Avenue
Bismarck, ND 58505-05330

EMAIL electronic copy of proposals to: RFPComp@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 impacting the vendors 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 email 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 prior to beginning any work on this project.

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: <http://www.ndcourts.gov/rfp>. Vendors are encouraged to check the website periodically for any updates related to this RFP.

Questions can be directed to the Director of Human Resources by sending them to the email address of RFPComp@ndcourts.gov. Please note that requests for personal meetings or telephone conferences to discuss the contents of the RFP or vendor qualifications will not be accepted.

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 53 district courts with general jurisdiction. There are forty-seven district court judges in the state. In addition, the Supreme Court has supervisory authority over 75 municipal courts. 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 deprived.

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

The court employs 311 non-judicial staff and contracts with 42 counties to provide additional court support staff. The average annual caseload for the state is 180,000, excluding traffic cases.

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

2.02 Technical Environment

For purposes of this Request for Proposal a review of the North Dakota Court System's technical infrastructure is deemed unnecessary.

2.03 Background and Goal of this Request

The goal of the North Dakota Court System is to maintain a competitive market position in order to retain employees and to continue to attract the highest qualified employees.

The current North Dakota Court System classification and compensation structure was developed by Bjorklund Compensation Consulting and adopted by the court in October 2004. The classification structure was implemented immediately. Due to funding considerations, the compensation structure was implemented over a period of years, with final implementation completed in June 2008.

The North Dakota Court System has used a step system for compensation of classified trial court employees since the mid-1980s. In 1990, the court adopted a single step system for both Supreme Court and District Court employees. Classification of positions within the step system was done internally based on a point-factor scale using 15 criteria.

In response to unification of the district and county court's a job evaluation and compensation study was conducted by Fox, Lawson and Associates in 1997 using a sample of 16 benchmark positions. This included an extensive review of the point-factor scale and recommendations for improving the classification process.

In 2000, the court contracted with Bjorklund Compensation Consulting for a comprehensive classification and compensation study, with the goals of promoting internal equity and determining appropriate entry rates. The Bjorklund study recommended a quantitative point factor job evaluation system to determine internal relationships among court system job classifications and created a single pay structure for all classified positions which was implemented by the court.

The last external market survey was completed in May 2001 as part of the Bjorklund study and adjusted upward by 3% to account for cost of living increases when the data was reviewed in 2002. Since then, the pay ranges have been adjusted annually consistent with pay increases for state employees as approved by the state legislature.

The current classification and compensation system includes all classified positions within the Supreme Court, Office of the Clerk of the Supreme Court, Law Library, Central Legal Services, Office of the State Court Administrator and the district courts. It does not include municipal court or county contract positions. The current classification system includes 23 classifications covering 56 positions (see Attachment A). Classifications are assigned through the application of a classification matrix based on evaluation of the five factors of: a. Knowledge and skill; b. Supervisory authority; c. Public relations; d. Working conditions; and e. Education and experience.

Currently, there are two exceptions to the classification system and one exception to the compensation system. As a recruitment and retention tool, Information and Technology personnel are on an accelerated pay plan (see Attachment B). As a recruitment and retention tool, the court reporter position has been given a pay grade exception and moved to a classification at a higher pay range (as noted in Attachment A). As a further recruitment tool, the court allows for the underfill of court reporter positions. Employees hired as an underfill are paid at a training wage (see Attachment C).

2.04 Scope of Work

The project will result in a comprehensive market study that will allow the court system to determine the appropriate pay range for all classified employees. If the market study suggests that adjustments should be made, the project will also include a plan for implementation and proposed policy changes.

The vendor will be asked to:

1. Meet with the North Dakota Court System Personnel Policy Board via telephone conference to discuss how the project will be conducted.
2. Review current pay ranges, job descriptions, and relevant pay exception policies.
3. Identify appropriate benchmark positions.
4. Provide market data and analysis of relevant public and private sector comparisons for selected benchmark positions. Past market data was acquired from 10 judicial systems, the executive branch from 4 surrounding states, 4 North Dakota counties, 4 North Dakota cities, and 2 private companies with statewide offices. The vendor will be expected to re-examine these markets or propose comparable substitute markets.
5. Determine if the current pay range and pay exception policies require adjustment.
6. If adjustments are required, develop options and implementation models for addressing the issues identified. Implementation models should include cost estimates and recommended timelines for applying market adjustments to specific positions or classifications.
7. Regularly provide progress reports to the Program Administrator assigned to the project.
8. Attend a meeting of the North Dakota Court System Personnel Policy Board to present findings.
9. Provide a planning process, resources and training to assist the court system in maintaining pay ranges that are competitive and within market

2.05 Deliverables

Deliverables will include, but are not limited to, the following artifacts:

1. Document of findings and recommendations
2. Proposed budget for any recommended adjustments to pay ranges
3. Business Case for any recommended adjustments to pay ranges
4. Implementation plan for any recommended adjustments to pay ranges
5. Proposed policies for any recommended changes to pay exception policies

2.06 Project Timeline

The project timeline is January 30, 2015 through June 30, 2015.

2.07 Project Budget

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The State may modify the contract, by agreement of both parties, or terminate the contract entirely in the event the State is unable to obtain funding or continue funding at sufficient levels.

The State has a limited project budget for the remainder of the current biennium which ends on June 30, 2015. We will negotiate a Statement of Work with the selected vendor that will

define activities and deliverables that will produce the highest valued benefit to the State.

Section Three – Proposal Format and Content

To aid in the comparative evaluation of proposals, all grant applications must be submitted in writing 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, email address, phone number, and mailing address of the person submitting the proposal, if different from the principal address of the organization
- 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:

- title
- resume
- description of the type of work the individual will perform on this project
- 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 2.04 - 2.06 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 2.03 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 contact. The North Dakota Court System will evaluate all proposals using the following criteria:

- Responsiveness to the described work plan
- Vendor experience in similar assignments
- Experience and expertise of staff to be assigned to the project
- Vendor ability to meet schedule requirements for completion of the project
- Comments received from references provided by the vendor and from current or former customers of the vendor
- 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 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 may decline to make 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 January 30, 2015 to June 30, 2015.

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 shall commence on _____, and the project shall be completed on or before _____, unless the time for completion is extended by mutual agreement of the parties, in writing, as hereinafter provided.

II. Services to be Performed by CONTRACTOR. CONTRACTOR shall perform the services described in the Request for Proposals and in the manner proposed in CONTRACTOR'S proposal, except as hereafter amended by the mutual agreement of the parties.

III. Compensation.

- (a) For the performance of services hereunder, the COURT shall pay CONTRACTOR _____, based upon the budget outlined in CONTRACTOR'S proposal.
- (b) CONTRACTOR agrees that its records which relate to compensation payable to COURT for the services rendered shall be available for review by COURT or its authorized representative during normal business hours with prior notice. Such records shall 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.
- (c) All invoices and statements for services rendered should be mailed to COURT as follows:

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

IV. Independent Contractor Status. CONTRACTOR'S status for conduct of tasks described herein shall be 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 shall be considered employees of CONTRACTOR only. Any and all claims that may arise under North Dakota Worker's Compensation Act on behalf of said 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 herein shall be 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 thereof. 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 thereof, 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 of making this Agreement. For breach or violation of this warranty, COURT shall have 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 agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin.

VIII. Contingencies. In the event that, due to causes beyond the control and without the fault or negligence of CONTRACTOR said CONTRACTOR fails to perform under this Agreement, such failure shall not constitute a default in performance, and COURT AND CONTRACTOR shall make such other agreements as shall 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 forth in paragraph VIII above CONTRACTOR shall fail to fulfill its obligations under this Agreement, COURT may terminate this Agreement upon written notice to CONTRACTOR, effective thirty (30) days following receipt, provided however that CONTRACTOR shall be provided a reasonable time within which to remedy such deficiencies. CONTRACTOR shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of such termination.

(b) Failure of COURT to Secure Funding. In the event that the North Dakota legislature fails to appropriate funds to begin, continue or finish this project, this Agreement will automatically terminate and CONTRACTOR shall have no right to enforce the remaining term of the Agreement. CONTRACTOR shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of such termination.

X. Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement at any time for failure of COURT to comply with any material terms or conditions of this Agreement, upon written notice to COURT, effective thirty (30 days) following receipt, provided however, that COURT shall be provided a reasonable time within which to remedy such deficiencies.

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 shall 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. With the written permission of COURT, CONTRACTOR may publish information, including interim or final reports about this project.

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 herein 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.

(a) **Changes in Work:** CONTRACTOR shall make no changes in services unless in pursuance of a written request from COURT authorizing the change.

(b) **Notification of CONTRACTOR work involving extra cost:** If CONTRACTOR believes that any changes or instructions proposed by COURT involve extra work, extra cost, or an extension of time that was not contemplated by the parties when entering in this Agreement, CONTRACTOR shall so notify COURT, in writing, within five days of such discovery. CONTRACTOR shall not proceed to execute such work until making this notification and receiving written approval to proceed with such work.

XVIII. Waivers. The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is as being in addition to every other remedy provided by operation of law.

XIX. Severability. If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to 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 notification and communication as may be required:

(a) **Representing COURT:**

Office of the State court Administrator
Mailstop 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 shall 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 which 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 contract, or any extensions or renewals of it.

XXIII. Insurance. CONTRACTOR represents and warrants that it now maintains 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, however, COURT shall not request evidence of insurance under this Agreement more than two times during the Term of this Agreement.

XXIV. Prohibition Against Assignment. Notwithstanding any other provision of this Agreement, CONTRACTOR warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder to any party or parties, bank, trust, company or other financing institution.

XXV. Indemnity. CONTRACTOR agrees to defend, indemnify and hold harmless COURTS, 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 herein. This obligation shall continue after the termination of this Agreement.

XXVI. Attorney Fees. If a dispute arises under the terms of this Agreement or if any payment required by this Agreement is not paid when due and the matter is turned over to an attorney, the prevailing party in the dispute will be awarded by the court its reasonable attorney fees in addition to other damages and costs.

CONTRACTOR

BY: _____

TITLE: _____

ADMINISTRATOR

DATE: _____

COURT

BY: _____

TITLE: STATE COURT

DATE: _____