

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

Request for Proposals

Analysis of IT Infrastructure and Plan for Disaster Recovery

**RFP Number: 180-13-02
Date of Issue: July 22, 2013**

The North Dakota Court System is soliciting proposals for the analysis of its Information and Technology infrastructure and development of a plan for comprehensive disaster recovery

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Section One – Introduction and Instructions

1.01 Purpose of the RFP

The North Dakota Court System is soliciting proposals for the analysis of the IT infrastructure used by North Dakota Courts to identify vulnerabilities and develop a plan for comprehensive disaster recovery. The analysis will be required to capture stakeholder requirements, measure strengths and weaknesses of the current back-up and recovery system utilized by the court system, and develop recommendations for minimizing the risk of system disruption and data loss due to natural or manmade disasters.

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:

Sally Holewa
State Court Administrator
600 E. Boulevard Avenue, Mailstop 180
Bismarck, ND 58505-0530
Phone: 701-328-4216
Fax: 701-328-2092
E-mail: sholewa@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: July 19, 2013
Deadline for submission of questions/objections: August 16, 2013
Response to questions/objections: August 22, 2013
Proposals due by: 4:30 p.m. central time on September 18, 2013
Proposal evaluations completed by: October 1, 2013
Notice of Intent to Award Contract issued by: October 11, 2013
Contract Issued by: November 1, 2013
Contract start: November 1, 2013

1.04 Return Mailing Address and Deadline for Receipt of Proposals

An electronic copy of the proposal, accompanied by one paper copy, must be received in the North Dakota State Court Administrator's Office by 4:30 p.m. central time, on September 18, 2013 at the address listed below.

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

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 commencing work on the 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 State Court Administrator using the contact information provided in section 1.02 of this RFP.

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. The Chief Justice of the North Dakota Supreme Court is the administrative head of the entire 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. 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>.

The Court Technology Committee is a standing committee of the North Dakota Court System and is charged with providing guidelines for the use and acquisition of new technologies and system development.

The North Dakota Court System Judicial Branch Information Technology Department (**JBIT**), under the leadership of the Director of Technology, is responsible for implementation of the technology plans adopted by the Court Technology Committee, and for providing for all other aspects of the IT needs of the court system.

2.02 Technical Overview

The information in this section provides a more complete view of the current technical environment for most major systems supported JBIT. It also explains services that are supplied by the Executive Branch Information Technology Department (**ITD**) to the North Dakota Court System.

North Dakota Court System Technical Environment

The technical environment consists of Windows based desktops, Citrix based thin clients and a variety of server platforms connected via an IP based network. Desktop support is provided by JBIT. Wide Area Network (WAN) service is provided by ITD.

Server Environment

The majority of the North Dakota Court System servers are located on the grounds of the North Dakota State Capitol in a server room that is maintained by ITD. The servers themselves are maintained by JBIT personnel. The server room has redundant power feeds and redundant

uninterruptible power supplies. Only one cooling unit exists in the server room. Many of the servers are IBM Blade servers. The majority of the disk files are stored on an IBM XIV SAN - disk storage array. Most of the servers are virtualized by using VMware. A few servers exist throughout the state in remote locations that house courtroom digital audio recordings.

Data Backup

Backup services are provided by JBIT. The Windows servers located in the JBIT server room are backed up by a central Windows server. This server backs up the various Windows servers overnight to a virtual tape drive unit. The virtual tape is then off loaded to physical tape after all the backups have been completed. Tapes are stored at remote locations. The digital audio servers backup data to secondary digital audio servers which are also backed up to virtual tape drive units. At this time the court system does not have a disaster recovery cold site, warm site or hot site to relocate to if a disaster should occur. In the event that a disaster occurs, the court system would need to procure a new facility and equipment.

Desktop Environment

The desktop environment includes HP thin client computers running Windows CE and Intel desktops running Windows 7, Windows 8, and XP.

Programming Languages and Tools

- ASP.Net
- VB
- C#.Net
- MSSQL
- HTML
- SSRS Reporting
- Java Script
- BizTalk

Operating systems

- Windows 8, Windows 7, XP, CE
- Microsoft IIS Web Server
- Windows 2008, 2008r2, 2012 - Standard and Enterprise 32/64 bit versions, and 2003 Server
- Citrix (ten Citrix servers supporting thin client devices)

Databases

- Microsoft SQL 2008 and 2005
- Oracle 10g

Major Systems

The Odyssey Case Management System which was purchased from Tyler Technologies Inc. is the primary repository for all district court cases and several municipal courts. Odyssey is SQL based and housed on several tiered servers. Odyssey stores all case documents as digital images. Most documents are received as digital images. Paper records are destroyed soon after the digital image is created. Access to court records is supplied to the general public through the Odyssey public access portal. Access to court records and imaged court documents is supplied to the Court's justice partners via Odyssey's secure public access portal.

The Supreme Court Docket System (SCDS) was developed in-house and is a SQL based system. SCDS stores appellate case information.

The Juvenile Case Management System (JCMS) was purchased from Case Management Systems in 1997 and is the primary repository for juvenile court cases. JCMS is an Oracle based system. The system stores all referral information, court type in which the matter is handled (diversion, non-petitioned, petitioned), demographic information on the children and families, case notes, restitution information, community service and other program referrals, risk assessment scores and school information. Reporting includes outstanding referrals, program compliance, restitution, and recidivism.

The Jury System was purchased from Court House Technology and is used for jury selection and tracking. The Jury system is a SQL based system.

The digital audio recording system software that is used to record courtroom transcriptions was purchased from Voice IQ. Currently, over 85 courtrooms capture the audio transcriptions in a digital format using Voice IQ. Once the information is captured on the courtroom PC, it is uploaded to a central server for future use. It is also backed up to tape for disaster recovery purposes.

Several other servers exist to support other systems, help desk software, IIS, security, data storage, etc. All servers are operating with Windows 2012, 2008 or Windows 2003. The court system has approximately 80 servers located throughout the state.

Network Services

ITD provides both local and wide area network services for state government agencies. All LAN segments are switched 100 megabit Ethernet networks. The primary backbone connects the cities of Bismarck to Fargo, Fargo to Grand Forks, Grand Forks to Minot and Minot to Bismarck with a 2.5G RPR backbone ring. End user connectivity is carrier based Ethernet Transport services consisting of 5M, 10M, 100M and 1G Ethernet circuits. End User support is provided through a central ITD help desk; this service is available 24x7x365.

Web Environment

The North Dakota Court System has both an intranet and internet server to support a variety of applications.

Directory Services

The North Dakota Court System uses a Windows Active Directory structure. The North Dakota Court System retains all control and administration of this Active Directory system. The environment includes four Active Directory servers that include domain controllers, global catalog servers, and LDAP servers using Microsoft Windows 2008r2 Server technology. NDCOURTS.GOV is a single domain, single forest, and a multiple Organizational Unit (OU) structure. The court system has four administrative units and seven judicial districts. Each administrative unit has its own OU with a child OU for each judicial district.

Email Environment

The North Dakota Court System supports their Microsoft Exchange 2010 email system on the NDCOURTS.GOV domain. JBIT has four Exchange 2010 servers supporting about 600 email boxes. North Dakota Court System emails are relayed through two ITD email relay servers before arriving at the North Dakota Court System SPAM server.

2.03 Background and Purpose of this Request

The purpose of this project is to undertake an analysis of the current information and technology infrastructure used by North Dakota Court System and to develop a comprehensive disaster recovery plan to minimize system disruption and data loss.

The project will include a Business Impact Analysis (BIA) to identify and prioritize critical IT systems and components; a Gap Analysis to compare current disaster recovery efforts and anticipated results to desired efforts and expected results; an IT Contingency Plan for restoring damaged systems; and a final report containing a recommendation, including estimated schedule and budget, for achieving the court's desired level of preparedness and disaster recovery goals.

2.04 Scope of Work

The project will result in a report to the North Dakota Court System recommending a contingency plan for current operations and a solution for achieving the court's goals of minimizing loss of data and system outage due to a manmade or natural disaster. The report must include an estimate of the cost involved to implement the recommended solution.

The vendor will be asked to:

1. Document current system environments, including internal elements, external assets, third-party resources, and linkages to other clients, vendors and systems
2. Document current contingency plans and operational procedures used to respond to critical outages and current vendors emergency response capabilities
3. Capture current industry standards for IT disaster recovery
4. Research disaster recovery strategies in place in comparable court systems
5. Identify the most serious vulnerabilities of the hardware, software and data infrastructure and the most serious threats to the infrastructure
6. Conduct a business impact analysis to identify and prioritize critical IT systems and components and a minimum time to return them to operations
7. Determine maximum outage time for overall IT structure, which may include varying maximum outage times for different court system processes and hardware
8. Develop an IT Contingency Plan for restoring damaged systems
9. Prepare a gap analysis report that identifies current disaster recovery efforts versus future investments and efforts required to achieve the desired level of preparedness and recovery
10. Develop a recommendation that will identify preventative controls to increase system availability and to effectively reduce the effects of system disruption and contingency life cycle costs
11. Perform a cost/benefit and Return on Investment analysis for various options
12. Develop a proposed budget for the recommended solution
13. Develop a business case for the recommended solution
14. Develop an implementation work plan with budget, schedule, deliverables, milestones and scope
15. Regularly provide progress reports to the Program Administrator assigned to the project

2.05 Deliverables

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

1. Regular progress reports as the project is being carried out
2. Document of findings and recommendations
3. Proposed budget for recommended solution
4. Cost/Benefit and Return on Investment analysis
5. Business Case for recommended solution
6. Implementation Work Plan for recommended solution

2.06 Project Timeline

The North Dakota Court System intends to issue a contract by November 1, 2013. The successful vendor will be expected to begin working on the project within 60 days and expected to submit a final report no later than April 30, 2014.

2.07 Project Budget

Funds for this project have been appropriated by the state legislature and are available for use beginning July 1, 2013. In the event the appropriation is reduced, sequestered or terminated by the state legislature during the biennium, the North Dakota Court System may modify the contract by agreement of both parties, or terminate the contract entirely if it determines funding levels are no longer sufficient to continue the project. The North Dakota Court System believes that it is unlikely that any change in funding will occur.

The North Dakota Court System has a limited project budget of less than one hundred thousand dollars for this project. 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 court.

It is the court's intent to submit a budget request to the Legislative Assembly in September 2014 seeking funds sufficient to implement a solution during the 2015-2017 biennium.

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 contract. 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 official references provided by the vendor and current or former clients 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 November 1, 2013 to June 30, 2014.

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 included in Section 7 of this RFP. 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.

6.05 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.

Section Seven – Sample Contract

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: _____

COURT
BY: _____
TITLE: STATE COURT ADMINISTRATOR

DATE: _____

DATE: _____