



THE JUDICIARY,  
STATE OF HAWAII

REQUEST FOR PROPOSALS  
NO. J12229

TO PROVIDE

A CONSULTANT TO ASSIST THE JUDICIARY,  
STATE OF HAWAII, TO DEVELOP AND IMPLEMENT  
A STATEWIDE STRATEGIC PLANNING PROCESS  
AND TO PRODUCE A FINDINGS AND  
RECOMMENDATIONS REPORT

December 2011

## NOTICE TO OFFERORS

This solicitation is provided for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration

**Submit FAX or E-MAIL to:** FAX No.: (808) 538-5802  
E-mail Address: [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)

### **Provide the following information:**

I. Name of Company	Mailing Address	Name of Contact Person
II. Telephone Number	FAX number	E-mail Address
III. Solicitation Number	Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided).	

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THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

REQUEST FOR PROPOSALS NO. J12229

Competitive sealed proposals **TO PROVIDE A CONSULTANT TO ASSIST THE JUDICIARY, STATE OF HAWAII, TO DEVELOP AND IMPLEMENT A STATEWIDE STRATEGIC PLANNING PROCESS AND TO PRODUCE A FINDINGS AND RECOMMENDATIONS REPORT**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813-2807

**up to February 1, 2012, 4:30 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

The Judiciary will conduct a Pre-Proposal Conference on January 10, 2012, at 9:00 a.m. HST, in the Financial Services Division Office, Kauikeaouli Hale, 1111 Alakea Street, 6<sup>th</sup> Floor, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference is optional.

Questions relating to the technical aspects of this Request for Proposals may be directed to Christina Uebelein, Planning and Program Evaluation Administrator at (808) 538-4879, email [Christina.E.Uebelein@courts.state.hi.us](mailto:Christina.E.Uebelein@courts.state.hi.us) ; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us).

Janell Kim  
Financial Services Administrator

(Judiciary & SPO Websites: December 28, 2011)

# REQUEST FOR PROPOSALS NO. J12229

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### Attachment

Offer Form

General Conditions dated Feb 2001

Procedural Requirements dated May 2003

## INTRODUCTION

### 1.1 Introduction and Background

The Judiciary, State of Hawai`i (Judiciary) is requesting proposals from Expert Consultants or Organizations (hereinafter referred to as the “Contractor”), to assist in a comprehensive, statewide, strategic planning process and produce a findings and recommendations report with concrete recommendations on the preferred vision of the Judiciary. This report will be used as the foundation for the Judiciary’s planning document to be entitled, *Hawai`i Judiciary 20/20: Our Vision*.

Hawaii’s judicial branch is a unified state court system that functions under one administrative head, the Chief Justice of the Hawai`i Supreme Court. The Judiciary consists of the Supreme Court, the Intermediate Court of Appeals, Land Court, Tax Appeal Court, Circuit Courts, Family Courts, District Courts, and the Office of the Administrative Director of the Courts. There are four judicial circuits distributed over seven islands.

The Judiciary’s last comprehensive strategic planning project was more than twelve years ago. In the interim, Hawaii’s Judiciary, like so many others, has encountered acute fiscal austerity, increased scrutiny of its administrative practices, and heightened public expectations for transparency in the judicial process. Hawaii’s present strategic planning initiative aims to invite critical thinking and direction from a broad base of stakeholders on the preferred vision of the Judiciary over the next ten years.

### 1.2 Significant Dates

Advertisement	December 28, 2011
Pre-Proposal Conference	9:00 a.m. HST, January 10, 2012 Financial Services Division Office, Kauikeaouli Hale, 1111 Alakea Street, 6 <sup>th</sup> Floor, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference is optional.
Deadline for Questions	January 17, 2012
Response to Written Questions	January 24, 2012
<b>PROPOSALS DUE</b>	<b>4:30 p.m. HST, Wednesday, February 1, 2012</b>
Priority Listed Offerors Selected and Notified	February 10, 2012
Discussion with Priority Offerors	February 23-28, 2012
Best and Final Offers from Priority Offerors, if necessary	March 8, 2012
Tentative Notice of Award Date	March 15, 2012

Tentative Contract Execution Date	April 2, 2012
Tentative Notice to Proceed Date	April 3, 2012
Stakeholder discussion groups	May to August, 2012
Draft of findings and recommendations	October, 2012
Submittal of Final Report	December, 2012

**END OF SECTION ONE**

## **2 SCOPE OF WORK**

### **2.1 Objectives**

This Request for Proposals (RFP) solicits written proposals from expert consultants or organizations to fulfill the following objectives:

Assist in the development of a comprehensive, statewide, strategic planning process.

Produce a report with concrete findings and recommendations on the preferred vision of the Judiciary and court stakeholders which will be used as the foundation for the Judiciary's planning document to be entitled, *Hawai'i Judiciary 20/20: Our Vision*.

### **2.2 Statement of Work**

The Contractor shall:

- 1) Assist in the analysis of the patterns of responses to an in-house, web-based assessment survey previously completed by Judiciary employees; it is expected that the 50-item, Likert-scale survey will have been sent to approximately 1,935 Judiciary employees by the end of 2011;
- 2) Develop and implement processes to engage a broad audience in the strategic planning process, including internal and external court users, maximizing the use of technology (e.g., video-conferencing, teleconferencing, e-surveys, website distribution, local media, etc.);
- 3) Assist the Judiciary in developing, convening, and facilitating stakeholder discussion groups with both Judiciary employees and stakeholders in each of the judicial circuits to identify major external forces that face substantial uncertainty and potentially impact the Judiciary (e.g., population aging, family composition, economic restructuring, household formation rate, crime and victimization rates, substance abuse rates, distribution of public sector resources, numbers of unrepresented litigants, among others) and to outline possible futures i.e., best case, worst case, moderate case scenarios and a flexible portfolio of recommended responses and consequences of each of the alternative actions;
  - a. Convene and facilitate up to 13 strategic planning meetings statewide (e.g., 2 Kaua'i, 2 Maui; 1 Kona, 2 Hilo; 6 O'ahu);
  - b. Consultant(s) will be responsible for their own inter-island travel expenses;
- 4) Interview a cross-section of court employees and external stakeholders in each of the

- four judicial circuits;
- a. Conduct approximately 33 interviews with internal/external court stakeholders;
- 5) Serve as a resource for the Judiciary Strategic Planning Committee (Committee) a strategic planning working group of key stakeholders, including judges and court officials from all judicial circuits and all court levels;
    - a. Attend monthly, two-hour meetings with the Committee;
  - 6) Produce a findings and recommendations report documenting the data findings from the survey, feedback from the statewide facilitated meetings, comments from the stakeholder interviews, and the recommendations from the Committee. The report will be used as the foundation for the statewide strategic planning 2020 document entitled, *Hawai'i Judiciary 20/20: Our Vision*;
    - a. Provide the findings and recommendations report to the Judiciary as provided in the contract. The Judiciary shall be responsible for distribution of the reports;
  - 7) At a date determined by the Judiciary, the Contractor shall present the findings and recommendations to the Committee, Judiciary administration, and invited guests.
  - 8) Ensure that culturally appropriate practices are employed;
  - 9) Ensure equality and access to the strategic planning process by coordinating requests for interpreters and/or translated materials as appropriate, and;
  - 10) Ensure that the strategic planning document (a) is consistent with the current mission of the Judiciary (i.e., "...to administer justice in an impartial, efficient, and accessible manner in accordance with law."); (b) is consistent with the Judiciary's current organizational structure and management culture; and (c) is responsive to quantifiable social, demographic, economic, legal, and technological changes in the State.

**END OF SECTION TWO**



### **3. PROPOSAL FORMAT AND CONTENT**

In preparing its proposal, the Offeror shall describe the following:

#### **3.1 Methodology**

- A) The Offeror shall provide their intended plan, approach, method, and procedures for meeting the objectives described in Section 2.1 Objectives, and the activities described in Section 2.2 Statement of Work.
- B) The Offeror shall outline the proposed phases and steps to be performed in a

#### **3.2 Background**

Describe the nature of services provided by the Consultant or Organization including professional affiliations, licensing certifications, jurisdictions where similar work has been performed, education, and specialized training as appropriate for this project.

#### **3.3 Previous Work**

- A) Describe briefly any work done which is similar or related to the objectives and activities called for by these RFP specifications;
- B) Provide titles (and copies) of relevant reports or publications completed by the offeror;
- C) Provide the names, titles, and phone numbers of references for the above work.

#### **3.4 Resources To Be Used**

Describe the resources that the Offeror intends to commit to the work, including the name and qualifications of, the scope of the work contemplated for, and the amount of time to be devoted by personnel. The contractor may not subcontract, hire, or retain other practitioners to assist in performing the strategic plan without the prior written approval of the Judiciary.

#### **3.5 Cost**

At this time, the available funding amount for this RFP is estimated to be \$50,000.

The cost of the strategic planning proposal shall be itemized as follows:

- A. Personnel or consultant fee
- B. Travel
- C. Report printing
- D. Other costs not otherwise allocable to the above
- E. Total proposed cost

**END OF SECTION THREE**

## 4 EVALUATION CRITERIA AND CONTRACTOR SELECTION

All proposals shall be evaluated by the Evaluation Committee using the following criteria and pursuant to Section 4.2 of the Procedural Requirements (Attachment A of this RFP). Best and final offers shall be allowed when applicable. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined in writing to provide the best value to the Judiciary, based on the criteria below.

An in-depth analysis and review of all offers will be based on the criteria below and their associated points. The total number of points used to score this proposal shall be 125.

### 4.1 Evaluation Criteria

#### **Experience and Qualifications of the Offeror** (Total Points: 30)

- 10 • Past record of performance on contracts with government agencies and private industry with respect to effectiveness and quality of work.
- 7 • Past record of performance on contracts with court systems with respect to effectiveness and quality of work.
- 7 • Size, qualifications, and experience of staff in Honolulu, Hawai'i. Capacity and capability of the Offeror to perform the work. Specialized experience and technical competence of the Offeror regarding the types of services required. Number and locations of other offices and staff.
- 6 • Financial stability of the Offeror and length of experience in mediation/facilitation business.

#### **Procedures** (Total Points: 30)

- 20 • Completeness and reasonableness of the Offeror's plan, including procedures for accomplishing the facilitated meetings and stakeholder interviews. Demonstrated understanding of the work needed by the Judiciary or work to be performed.
- 7 • Familiarity with web-based assessment forms. Access to electronic media to facilitate the exchange of information; includes e-mail and internet capabilities.
- 3 • Policy and procedures of the Offeror in the event legal proceedings are initiated on any account.

#### **Capabilities** (Total Points: 25)

- 15 • Access to on-line inquiry between the Judiciary and the Offeror.

- 5 • Assurances as to the security and safety of all Judiciary computer files **and documents.**
- 5 • An adequate back-up system and procedures to accommodate equipment failure.

**Proposed Fee** (Total Points: 25)

**Miscellaneous** (Total Points: 15)

- 5 • Progress Reports to the Advisory Group and Chief Justice as requested.
  - 5 • Insurance coverage for liability.
  - 5 • Any other services provided by Offeror to benefit the Judiciary in the development of a comprehensive strategic plan.
- 

**125 Total Points**

**4.2 Contract Award**

The Judiciary reserves the right not to award a contract should the evaluation committee determine that none of the proposals are acceptable.

**END OF SECTION FOUR**

## 5 SPECIAL PROVISIONS

### 5.1 JUDICIARY CONTACT PERSON

The Officer-in-Charge for this contract is:

Christina Uebelin, Planning and Program Evaluation Administrator  
The Judiciary, State of Hawaii  
Planning and Program Evaluation Division  
417 South King Street  
Honolulu, Hawaii 96813

Phone No: (808) 538-4879  
e-mail: [Christina.E.Uebelin@courts.state.hi.us](mailto:Christina.E.Uebelin@courts.state.hi.us)

### 5.2 OFFER PREPARATION

All Offers/proposals must typewritten on the OFFER FORM provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and the attached General Conditions, and Procedural Requirements and must be in accordance with the terms and conditions state herein. All cost associated with this offer preparation are the sole responsibility of the Offeror. **Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further conditions.**

Offeror shall submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and indicate exact legal name in the appropriate spaces on the OFFER FORM. Failure to do so will delay proper execution of the contract.

### 5.3 SUBMITTAL OF PROPOSAL

All proposals shall be delivered as follows:

One (1) Original and Three (3) copies of their completed proposals shall be **delivered no later than 4:30 p.m. HST on February 1, 2012,** and delivered to:

The Judiciary, State of Hawaii  
Financial Services Division  
Attn: Newton Sakamoto  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813-2807

**Proposals received after the date and time specified above will not be considered and will be returned to the offeror unopened.**

**Offers on CD.** As an option to submitting hard copies (orig. + 3 copies) of your entire offer packet, offers may be submitted on CD (2 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email or FAX. Please note that 3.5 of the Procedural Requirements Governing RFPs, dated May 2003 is not applicable for this RFP.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

**Purchasing Specialist e-mail address & fax:** [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)  
Fax: (808) 538-5802

**5.4 TIME LIMITATIONS** The timetable set forth in "SIGNIFICANT DATES", Section 1.2 of this RFP, shall be followed to the closest extent possible. However, this timetable may be modified by the Judiciary upon justifiable reasons submitted in writing by the Contractor and upon the Judiciary finding that such modifications would not jeopardize the successful completion of this project.

## **5.5 METHOD OF AWARD**

Award, if any will be made to the responsive and responsible Offeror who accumulated the most total points pursuant to SECTION FOUR - EVALUATION CRITERIA of this RFP, based on the information provided in its Offer.

**Hawaii Compliance Express.** Prior to Award, the Contractor must be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A single "Certificate of Vendor Compliance" from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices.

The Hawaii Compliance Express allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For the HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

**Timely Submission of Certificate.** The above certificate should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** A Hawaii Compliance Certificate will be required for final payment.

## 5.6 CONTRACT EXECUTION

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The Certificate of Vendor Compliance is required for award of a contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official start date.

## 5.7 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirements of this RFP, or doubts as to the meaning of the specifications, special provisions, general conditions, or evaluation and selection must be communicated by the date indicated in the Significant Dates Section 1.2 to the following address:

The Judiciary, State of Hawaii  
Financial Services Division  
Attn: Newton Sakamoto  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813  
Fax: (808) 538-5802, or email: [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)

Offeror may provide e-mail or fax number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

## 5.8 BUDGET LIMITATIONS AND PAYMENT

1. Budget Limitations: At this time, a \$50,000 budget has been appropriated for this project.
2. Payment: Consultant shall submit to the Judiciary monthly reports on the progress of the project. Progress payment invoices may be submitted at that time. Each request for progress or incremental payment shall be accompanied by a certified statement of the costs actually incurred; such costs shall be displayed by appropriate categories. The amount of any progress payment shall

be subject to agreement, except that 25% of the total Contract amount shall be retained by the Judiciary until Judiciary has received the preliminary draft of the Report . The Judiciary shall retain 10% of the total Contract amount until the Judiciary has reviewed and accepted the Final Report and until the Final Report has met all the specifications of the contract as determined by the Judiciary.

**5.9 INSURANCE**

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."
2. "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
3. "It is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements.

Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this IFB have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this IFB. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide thirty (30) days written notice to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauhikaouli Hale, Honolulu, Hawaii 96813."

## **5.10 SECURITY CHECK**

Every Judiciary site is secured by the Sheriff's Office (Department of Public Safety) and/or by a guard service. Therefore, Contractor's personnel working on-site through this contract will have a security and background check done by the Judiciary (Officer-in-Charge).

All contractor personnel who will be working on site shall have a security clearance or will not be allowed on-site.

## **5.11 TERMINATION FOR CAUSE**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.



9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

## **5.12 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

## **5.13 STRICT PERFORMANCE**

The parties, by this Contract, recognize that the Judiciary has a right to insist upon strict performance by the Contractor. Any failure by the Judiciary to insist upon strict performance of any provisions of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights of the Judiciary under this Contract.

## **5.14 CONFLICTS AND VARIATIONS**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

**END OF SECTION**