



FLORIDA STATE COURTS SYSTEM  
OFFICE OF THE STATE COURTS ADMINISTRATOR  
INVITATION TO NEGOTIATE  
PROCUREMENT ANNOUNCEMENT FORM

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May 26, 2017

SUBMIT FORM TO: Office of the State Courts Administrator  
General Services Office,  
500 S. Duval Street  
Tallahassee, Florida 32399-1900  
Email - [SCS\\_Contracts@flcourts.org](mailto:SCS_Contracts@flcourts.org)

SOLICITATION TITLE: 19<sup>th</sup> CIRCUIT COURT SPANISH LANGUAGE  
INTERPRETATION PROVIDERSSOLICITATION NO:  
ITN# 2200-17/002

PROPOSALS WILL BE OPENED: July 7, 2017 @ 3:00 PM and may not be withdrawn prior to execution of a Contract.

**ANNOUNCEMENT No. 2:**

**ITN APPLICABILITY:** ITN#2200-17/002 PERTAINS ONLY TO SPANISH LANGUAGE INTERPRETERS. NOTHING IN THIS ITN AFFECTS ANY OTHER FOREIGN LANGUAGE INTERPRETER CURRENTLY UNDER CONTRACT WITH THE 19<sup>th</sup> CIRCUIT COURT.

**CURRENT CONTRACTORS:** It is the desire of the Court to retain all Spanish language interpreters currently under contract with the 19<sup>th</sup> Circuit. These contractors will be grandfathered into the master contract awarded by this ITN at their current contract rates without submitting a response to this ITN. No open competitive procurement process will be required until the expiration of the ITN contract or until you voluntarily participate in one of the periodic Requests for Qualifications conducted to add new contractors to the contract.

Contractors being grandfathered into the master contract may submit a response to this ITN to potentially increase their contract rates through the ITN's negotiations process. Regardless of the final negotiated rates, you will not receive less than your current contract rate. If you do not participate in the negotiation process, your current contract rates will continue to the end of the ITN contract, even if the ITN negotiated rates are higher.

**CONTRACT DIFFERENCES AND FINANCIAL CONSEQUENCES:** The major difference between our older contracts and the Master Agreement we will have at the end of this ITN process is an update to the "*General Terms and Conditions for All Court Contracts*" and the addition of language necessary to align our contracts with the payment requirements of the Chief Financial Officer of the State of Florida. This language includes a uniform set of clearly defined performance standards, which the Court is required to certify were met before payment can be made, and "Financial Consequences". Financial consequences are a process to reduce a payment to a vendor to compensate for services that did not meet the minimum standards. The reduction is equal to the reduced value of the service provided. For Example:

*You hire a contractor to paint your house in preparation for an open house on Saturday. The work is to be completed and the contractor out of the house by Thursday at 5:00 PM. You hired another contractor to stage furniture for the open house and they are scheduled to work between 9:00AM and 5:00 PM on Friday. Thursday evening you discover the paint contractor won't be finished until Friday at 3:00 PM and the staging contractor will now have to work from 3:00 PM to 11:00 PM. to fulfill their contract obligations. There is clause in the staging contract requiring an extra charge if they have to work after 5:00 PM, so this delay means you will have to pay more for the same services. You also find out the paint contractor used flat paint on the trim when you ordered semi-gloss paint. There is no time to have it repainted. It looks ok, so you decide to leave it as it is.*

The paint contractor's failure to meet the deadline in the contract has resulted in extra expenses for you and a reduced quality of the final product. The actual amount you are paying out exceeds the value of what you are getting. If you do nothing, you are wasting money or you can adjust your payment to be equal to the value of what you are getting. You figure out the difference in price between the two types of paint, calculate the total late charge from the staging contractor and reduce your payment to the paint contractor by that amount.

That is a financial consequence.

We all use financial consequences in our daily lives, whether we realize it or not. The Court is expected to use the tax dollars given to us in the most efficient and economical way possible. Sometimes that involves using financial consequences. When tax dollars are used to purchase goods or services through a contract, we must either get what we contracted for or reduce payment to avoid wasting tax dollars. It is also mandatory that we disclose those financial consequences rates and how they will be applied in our contracts.