

**FLORIDA SUPREME COURT
OFFICE OF THE STATE COURTS ADMINISTRATOR**

**ANSWERS TO QUESTIONS RE:
JUDICIAL BRANCH GOVERNANCE STUDY**

RFP#10-001-BF

February 17, 2010

1. **Question:** Could you please clarify Paragraph 2 (p. 26) of the General Contract Terms and Conditions? “The Court’s failure to pay, or any delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Court.”

Answer: The language respecting the failure to pay is language required by statute to let a contractor know of his/her right to address the failure to pay through the vendor ombudsman. Additionally, the contractor has the right to certain concessions if the payment is late. In exchange for the rights conferred to the contractor for late payment, the contractor must continue to perform if the payment is late.

2. **Question:** Could you also please let us know if the last sentence of paragraph 4 (p. 27) is correct or a typo? It provides that “the first ten dollars paid on the awarded contract for an integrated digital court reporting system shall constitute the specific consideration for the Contractor’s indemnification of the court.” As far as we could tell this is not a contract for digital court reporting.

Answer: The last sentence in Paragraph 4 of the General Contract Conditions for Services on page 28 should read as follows:

“The first ten dollars paid on the awarded contract shall constitute the specific consideration for the Contractor’s indemnification of the Court.”

An addendum to this Request For Proposals has been issued to formalize this correction.

3. **Question:** Could you also please clarify Paragraph 13 (p. 31)? It provides that “the Court may unilaterally require, by written order, changes, altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the Contract.” In other words they can make changes to the specifications without our approval. This appears to be in conflict with paragraph 26 (p. 34) which says that “the contract may only be modified or amended upon agreement of the Court and Contractor.”

Answer: Paragraph 13 allows for changes to occur unilaterally, but also says that equitable adjustments require the written consent of the contractor, so there would have to be a further meeting of the minds as to the equitable adjustment.