

Florida Supreme Court
Office of the State Courts Administrator

Invitation to Negotiate

For:
Integrated Digital Court Recording Systems
(IDCRS)

ITN 15-001-LH

CAUTION: If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be a confidential trade secret as defined by Florida law, or otherwise not subject to disclosure pursuant to the Rules of Judicial

Administration, Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must submit a copy of its proposal with any such confidential information redacted from it. The redacted copy must be clearly identified as "Redacted Copy."

Any Respondent designating any portion of its proposal as trade secrets must be prepared to file an action within 30 days to defend such trade secret designation. FAILURE TO PROVIDE A REDACTED VERSION WHEN CONFIDENTIALITY IS CLAIMED BY THE RESPONDENT MAY BE CAUSE FOR DETERMINATION OF NON-CONFORMANCE. FAILURE TO PROTECT A TRADE SECRET WILL CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY.

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A. INTRODUCTION

The Office of the State Courts Administrator (OSCA) is soliciting proposals for qualified vendors to provide and implement integrated digital court recording systems (IDCRS), a management recording solution to be used in trial court proceedings where necessary to provide required due process.

Through this Invitation to Negotiate (ITN), the OSCA will award a three-year state contract to one or more qualified vendors to implement IDCRS, including maintaining and refreshing the installed systems.

B. BACKGROUND

In Florida, court proceedings are recorded through a combination of technologies. This includes stenography, computer-aided transcription, real-time court reporting, voice writing, and digital court reporting. More information regarding the court reporting methods may be found here: <http://www.flcourts.org/core/fileparse.php/284/urlt/CourtReporting-Methods.pdf>.

Today, all twenty judicial circuits have implemented digital audio/video recording technology to varying degrees. However, there is still a need for integrated digital audio/video recording capabilities to ensure the equitable, effective and efficient delivery of court reporting services across Florida's trial court system. In FY 2013-14 there were approximately one million trial court filings with associated proceedings that were required to be reported/recorded at public expense. Proceedings associated with felonies, misdemeanors, domestic violence injunctions, guardianships, involuntary civil commitments, juvenile delinquencies, juvenile dependencies, terminations of parental rights, and general magistrate/child support enforcement hearing officer proceedings implicate the right to due process and are required to be reported/recorded at public expense (state funded). Civil proceedings that do not implicate the right to due process are not required to be reported/recorded using state funds.

C. SOLUTIONS AND INNOVATIVE IDEAS

The goal of this ITN is to certify vendors to provide and implement integrated digital court recording systems (IDCRS) in any trial court in the twenty judicial circuits of the state courts system of Florida. The implementation of IDCRS usually involves one or more of four basic types of operating systems.

The first type of system is a portable device such as a lap-top or hand-held device (MP3 player). Portable devices allow for recording in one location at a time and are typically operated by a digital court reporter, judge, or magistrate. The second type of system utilizes stand-alone devices or workstations that are less-portable. Each stand-alone recording device or workstation is permanently located in a single courtroom or hearing room and is typically operated by a digital court reporter. The third type of system is comprised of multiple work-stations and/or integrated servers that are managed/hosted by the circuit and are monitored by a digital court reporter from a central control room located on-site or off-site. The fourth type of system is a network based system hosted and managed externally, incorporating such elements as cloud storage and Software as a Service (SAAS).

Portable and stand-alone based systems involve local monitoring from a direct connection in a courtroom. A digital court reporter generally is required in the courtroom to operate the system. The reporter tags the recording, logs speakers, makes notations of who is present, and notes certain non-verbal events. The reporter also oversees sound quality and provides playback when directed to do so by the judge. In settings such as hearing rooms, judges' chambers, or off-site

locations, a digital court reporter may not be required as the judge or magistrate may operate the system.

Integrated digital court recording (IDCRS) systems may be comprised of network-enabled devices that may be centrally monitored from a local or remote courthouse location. Typically, control rooms are found in larger courthouses. In a control room, one digital court reporter monitors the recording in several courtrooms at one time. The reporter, most often, views the proceedings via video cameras mounted in each courtroom, and the judge may give directions to the control room over a microphone or by telephone. Another method involves the remote monitoring of network-enabled devices. This type allows for monitoring to take place outside of a courthouse and may include several different courtrooms in several different courthouses all monitored from the same central location. In these scenarios, remote monitoring staff should be able to provide playback in the courtroom from a remote location.

Integrated digital court reporting improves the overall efficiency of court reporting services in several ways by:

- Reducing the number of court reporting staff required to cover proceedings.
- Reducing the dependence on clerk of court employees to operate court reporting technology.
- Reducing the need for stenographers in favor of less costly digital court reporters.
- Replacing antiquated and inadequate analog technology.
- Streamlining equipment purchases and increasing coverage of proceedings, especially when accomplished through centralized or remotely monitored digital systems in circuits with multiple counties.
- Reducing court resources devoted to creating transcripts. Digital recordings may be copied to CD or DVD at little cost and provided to customers who may then have transcripts produced using a private transcription service.
- Improving business continuity and disaster recovery processes.

The OSCA does not want to limit the vendor's innovations or creativity in preparing a proposal to accomplish the specifications outlined in Section D. Innovative ideas, new concepts and arrangements other than those requested here will be considered, but innovative ideas may not circumvent the technical and functional standards. For example, these might include unique business features, special services, discounts or terms and conditions specific to each vendor. The cost associated with each must be fully disclosed in the price proposal.

D. SPECIFICATIONS

As described by the Standards for Integrated Digital Court Recording Systems¹, the application of integrated court recording technology is required to provide a minimum level of functionality necessary to successfully operate and manage the capture of court proceedings. In addition, the technical requirements that describe the use of integrated technology are recognized in a standards and guidelines format known as the Integration and Interoperability Document². To ensure a uniform baseline for adequate coverage of court proceedings throughout the judicial branch, each

¹ Standards for Integrated Digital Court Recording Systems is a living document, last updated February 2015. A copy of the document can be located at the Florida Supreme Court Web Site using the following URL, <http://www.floridasupremecourt.org/clerk/adminorders/2003/forms/DcrStandardsFebruary2015.pdf>.

² The Integration and Interoperability Document is a living document, last updated May 2014.

of these documents was developed by consensus and maintained by active participation in the trial courts and approved by the Florida Courts Technology Commission (FCTC).

Integrated digital court recording technology may utilize many different configurations and types, including analog and digital components. The components can be grouped into five discrete categories. Listed below are references that can be used to categorize IDCRS technology specific to each circuit's needs.

- 1) **Software.** The software category provides coverage for all software that operates on externally or internally managed servers as well as client workstation devices responsible for managing the capture, processing and storage of the spoken word and video image of a court proceeding. The vendor must specify compatible software, such as anti-virus if available, or be able to certify that court-selected solutions will not interfere with the operation of existing software. Unless otherwise specified, the court owns the hardware and operating systems, and the operating systems are included in the court's enterprise maintenance agreements. The vendor must supply all vendor required software complete with licensing, including any third party software necessary to provide full functionality of their product. A detailed End User License Agreement (EULA) that complies with the terms of this ITN must be provided to the OSCA.

In order to efficiently utilize software recording licenses, and minimize purchase and maintenance costs to the state, the vendor must provide functionality for the routing of audio, video and control signals. This functionality must include, but not be limited to, providing end user capability to easily edit location naming fields in order to assign them to specific software recording licenses. This must allow the courts to easily record a judge in a courtroom or hearing room without additional or unnecessary cost, and provide easy retrievable records. Additionally, the vendor must provide interface capability with all industry standard control systems providing the court and any court designated vendor with all control code, IR codes or RS-232 command line codes used for control of items such as camera control, record status indication or audio preset. This interface capability must include, but is not limited to, the following:

- a. All Digital Court Recording Software Components
 - b. Word Processing Software
 - c. Operating System
 - d. Anti-virus Protection
 - e. Archive Storage
 - f. Utility Tools
- 2) **Digital Computer Hardware.** The digital computer hardware category provides coverage of all digital component technologies necessary to operate and maintain the DCR software. Primary emphasis is placed on software driven devices, including servers for encoding and archiving the record and monitoring workstations dedicated to operate DCR technology. Hardware purchase from the vendor is optional. The vendor must provide minimum hardware specifications required for its solution upon request by the OSCA or a purchasing local court. Minimum hardware specifications to be provided include, but are not limited to, the following:
 - a. Encoding Servers
 - b. Archive Servers
 - c. Monitoring Workstations
 - d. Digital Audio Adapters
 - e. Tape Backup Units

3) **Media Related Hardware and Embedded Devices.** This category provides coverage of all equipment necessary to adapt the audible and visual analog proceeding with modern digital recording technology. This category includes peripherals representing a wide range of technology equipment. The vendor must provide minimum hardware specifications required for its solution upon request by the OSCA or a purchasing court. Necessary equipment may include embedded digital technology; however if the hardware does not include required embedded technology, the vendor must provide the minimum and the optimum specifications to enable the local court to buy the additional embedded technology and/or peripheral hardware from the vendor or from a separate source. Hardware and embedded devices include, but are not limited to:

- a. Condensing Microphones and Bases
- b. Audio and Video Mixers
- c. High Resolution Video Cameras
- d. Bench Control Pads
- e. Splitters, Filters and other Line Level Equipment
- f. Visual and Audible Monitoring Devices
- g. Printers
- h. Video Appliances
- i. Steno Machines
- j. Digital Media Recorders

4) **Infrastructure.** The infrastructure category contains all other elements necessary to interconnect and operate an IDCRS. Common infrastructure elements include data and telecommunications equipment, wiring for audio, video and data networks, and equipment racks. Hardware purchased from the vendor must be optional. The vendor must provide minimum hardware specifications required for its solution upon request by the OSCA or a purchasing court. This includes, but is not limited to, the following:

- a. Any Communications Equipment Supporting Monitoring of Court Proceedings
- b. Uninterruptible Power Supply and Power Conditioning
- c. Furniture and Equipment Racks
- d. Cable for Capturing Audio and Monitoring of Court Proceeding
- e. Environmental Controls – air conditioning, temperature gauges, noise reduction

5) **License.** The license category provides information for all licenses purchased by the courts. Licenses may be transferred or combined for use at alternative or consolidated sites not originally specified in the license, including transfers between agencies. The court is going to require all vendors to provide substantial proof of license. A separate and distinct certificate for each license the court purchases will include unique software license numbers. Vendors with whom the courts presently have agreements must provide the license information for all software licenses currently owned by the court.

E. SUPPORT REQUIREMENTS

A responsive proposal must include the costs for the items detailed below. There will be a 30-day acceptance period, and all proposals must include a one-year warranty for the installation and software. This warranty must not expire prior to one year after the installation and initiation of the individual system. At a minimum, each solution purchased pursuant to this ITN must include vendor provided system documentation and interface specifications, user manuals, and training materials.

Access to Technical Assistance: Regardless of any additional maintenance plan purchased by the court, all year one warranties must include vendor provided level one technical support (defined on page 10) via phone, email or web. This level one support must be available to the court 24 hours per day, 7 days a week, 365 days a year through a single channel of contact. Costs may be differentiated based on whether support occurs outside the normal business hours of 8:00am - 5:00pm, Monday through Friday. A manager that has the authority to resolve all support issues must be available through this support channel.

The local court is responsible for the following:

1. Providing notification to the vendor when equipment fails, by calling a local or other toll-free number, or other agreed upon notification method;
2. Providing access for vendor maintenance personnel to any equipment needed to perform maintenance (at a mutually agreeable time), which includes remote access;
3. Providing access to all necessary facilities or services (power, light, etc.);
4. Permitting the vendor to use all required diagnostic programs and documentation available from the equipment manufacturer or supplier at no cost to the court when such use is not prohibited by copyright, license, local security policy, or similar restrictions;
5. Providing HVAC and an electrical environment consistent with equipment specifications;
6. Using all equipment for its intended purposes*;
7. Refraining from attempting repairs to the equipment/software without coordinating with the vendor unless the repair in question is specifically excluded in the maintenance agreement;
8. Providing local contact information for technical assistance; and
9. Performing internal maintenance procedures as agreed upon by the court and the vendor.

* Some hardware has the capacity to be used for multiple purposes, and the court reserves the right to utilize hardware for the functionality it offers so long as it does not interfere with the vendor's solution.

Maintenance Plans

The primary goal of maintenance is to sustain system performance at optimum levels. Performance is maintained through access to technical assistance with the capability to diagnose and correct any problem that may arise. Inherent to the maintenance process is the need for it to be comprehensive in that an issue may manifest from various sources in a complex digital recording environment. Although each circuit may select a maintenance plan based on local needs, the vendor must, at a minimum, provide assistance in the comprehensive diagnosis of issues.

Pricing: Maintenance pricing must be available on quarterly and on annual terms. Bundled agreements that are offered must be optional. Pricing for hardware and software maintenance must be delineated if on a bundled contract, or the maintenance agreement must be separate. The maintenance cost(s) must be calculated using a clear, quantifiable, and calculable method. Regularly scheduled onsite maintenance must be included for both hardware and software agreements.

1. At a minimum, one annual system check and service is to be included in any maintenance plan.
2. A checklist detailing maintenance tasks to be performed during scheduled on-site maintenance must be included in every response.
3. The scheduling of maintenance must be at the discretion of the court to avoid unnecessary disruptions of court proceedings.

If the court does not procure a regular maintenance plan, maintenance services must be available on an “as needed” basis. Such “as needed” maintenance cost(s) must be calculated using a clear, quantifiable, and calculable method that must be included in the response. Any maintenance processes or procedures must comply with the court’s security requirements.

Hardware Service Level Maintenance

Hardware purchase(s) from the vendor must not be required so long as vendor specifications are met, and there must be no limitations to software maintenance based on whether or not the hardware is purchased through the IDCRS vendor. When the court has exercised “software only” maintenance and not hardware maintenance, diagnostics of hardware will be limited only to comprehensive analysis related to software performance or software issues to determine if the issue is related to hardware, software, or both. Time and materials services may be negotiated between the individual court and the vendor if hardware maintenance is not in place. The vendor may choose to offer maintenance on hardware not purchased through its company. All manufacturer hardware warranties must be transferred to the court, and maintenance must not be charged for the materials or services covered under manufacturer warranties. Hardware maintenance charges may only be applied to items no longer covered under the manufacturer’s warranty. If a court elects to procure hardware maintenance through the vendor, all items covered by the maintenance plan must be documented by model, manufacturer, serial number, and age. Invoices for maintenance must contain a summary of coverage, with full details to be provided upon request. The hardware maintenance must be updated at a minimum of annually to account for replaced items, new hardware, and removal of items that were taken out of service. Hardware service levels and pricing may include, but are not necessarily limited to:

Maintenance Options	Service Level	Response
Depot maintenance: receiving replacement part and returning defective part	Assumes court staff will accommodate hardware installation with minimal assistance from the vendor	Within 5 working days
On-site maintenance	Vendor will come on-site to repair or replace the defective hardware	Within 48 hours
Critical Impact	Vendor will come on-site to repair or replace the defective hardware	Within 4 hours

The court may designate different maintenance options to different portions of the hardware depending on the nature of the hardware and its potential impact to operations if lost or impaired. The vendor should also specify if a parts warehouse is available to provide more immediate access.

Software Service Level Maintenance

New purchases must include a 30-day acceptance period, and all proposals must include a one-year warranty for the installation of software. This warranty must not expire prior to one year after the installation and initiation of the software. After this warranty period the vendor may offer the court maintenance options. Software maintenance must include, at a minimum, error corrections, patches, updates, revisions, fixes, upgrades, and new releases to licensee. The vendor must identify the method that new software release notifications, access/downloads, and installation will occur. Operating system (OS) upgrades are considered part of updates. OS compatibility with the software must be upgraded timely within a certain period of time from OS release. The vendor must support the new OS by the time of the release of the first service pack. Within 30 days of the release of all subsequent

service packs, OS patches, and security updates, the vendor must have completed testing and notify the court if it should or should not install the updates. Issues related to patches and security updates must be fixed by the vendor. Expected court IT maintenance procedures and schedules must be detailed and defined by the vendor in writing. Any changes to these procedures must also be agreed to by both parties in writing.

Software reloads or data transfers necessary due to hardware failures or hardware upgrades will be priced specifically in the maintenance agreement with all related charges identified and fixed.

Software diagnostics must be comprehensive in order to identify the problem area when a software or performance issue is reported. This includes diagnostics on hardware and infrastructure interfaced into the software to determine if the issue is isolated to the software only, is related to an interface point, is hardware related, or is a compatibility issue with the IDCRS software or drivers. At the point that the source of the issue is determined, the court and vendor can then determine the best steps of how to resolve the issue and determine what is covered under the maintenance agreement(s). It is critical that software issues related to functionality and performance be approached comprehensively in order to avoid unnecessary delays in resolving problems with the usability and performance of the IDCRS.

Support Schedule: In addition to the access to technical assistance timeframes, the vendor must be able to provide on-site support for Level 1 and Level 2 issues within the same business day, as required. Required service levels are based on severity, as follows:

Severity Level	Service Level	Initial Response	Resolution
Level 1: Critical Business Impact	24/7/365	Immediate – call back within 1 hour of notification	Resolved within 4 hours
Level 2: Significant Business Impact	24/7/365	Immediate – call back within 1 hour of notification	Resolved on same day of call
Level 3: Moderate Business Impact	7am-6pm Weekdays	Call back within same business day	Resolved within 2 business days
Level 4: Minimal Business Impact	7am-6pm Weekdays	Call back within same business day	Resolved within 5 business days

Version control processes must be defined to avoid disparity in version in an environment. IDCRS software must be maintained at the current version, accordingly change management procedures must be included in the maintenance of the software lifecycle. Software configuration is defined as an arrangement of software parts, including all elements necessary for the software to work. Change management refers to the process of identifying and documenting the software configuration and then systematically controlling changes to it to maintain its integrity and to trace configuration changes. Environments should be maintained using the same version of software unless there is a specific technical reason for having disparate versions of software. Available software updates should be announced to the court for consideration for change management planning.

Contract Performance and Evaluation

Failure to meet negotiated service levels will be considered a breach of the agreement and may lead to cancellation of the maintenance agreement. The OSCA must be allowed to cancel the maintenance agreement(s) before the end of the term if there are a total of five (5) incidents statewide within a 30-day period where the vendor’s service and/or parts availability substantially causes the court to capture less than 98% of the court record (based on the number of minutes of court time captured

compared to the number of minutes of court time that should have been captured) in a 24-hour period. Whenever such an incident occurs, the vendor will be notified verbally and in writing by the affected circuit. Any effected circuit will provide the OSCA with a copy of the notification.

The vendor will be responsible for tracking and reporting service calls. At a minimum, the following must be tracked: date and time of call, court jurisdiction, court contact name, description of the problem, service level required, vendor technician assigned, status of issue, date of resolution, and description of resolution. A quarterly report detailing service calls must be provided to each circuit with a copy to OSCA. This report should be sorted by jurisdiction, location, call description, open date, closed date, and resolution. A summary of closed calls, and open calls with number of days open is to be included. The OSCA will have the report reviewed by each court jurisdiction and written notice of any issues with the data, such as discrepancies, incomplete information, or other issues will be sent to the vendor for correction or clarification. The OSCA must provide a biannual survey to determine level of satisfaction with maintenance, and the results and feedback will be sent to the vendor.

F. PROPOSAL PROCESS

1. Calendar of Events

<i>April 2, 2015</i>	Distribute ITN to Prospective Vendors and Advertisement on SCS Web Site
<i>April 10, 2015, 5:00 p.m. Eastern Standard Time</i>	Deadline for Receipt of E-mail Questions from Potential Vendors (See instructions in section F.2)
<i>April 17, 2015</i>	Written Responses to Questions Posted on http://www.flcourts.org/gen_public/purchasing/index.shtml
<i>May 1, 2015, 3:00 p.m. Eastern Standard Time</i>	Deadline for Receipt of Proposals: (See instructions in section F.8)
<i>May 8, 2015</i>	Complete Review of Proposals
<i>May 15, 2015</i>	Optional Interviews with Select Vendors
<i>June 1, 2015</i>	Begin Negotiations
<i>June 15, 2015</i>	Posting of Intent to Award Contract(s)

2. Contact Information Regarding Invitation to Negotiate

This Invitation to Negotiate (ITN) is issued for the Florida Supreme Court, Office of the State Courts Administrator.

A. General Services Office

The issuing officer to send offer(s) during this procurement is:

Mr. Steven Hall
 Chief of General Services
 Supreme Court of Florida
 Office of the State Courts Administrator
 500 South Duval Street

Tallahassee, Florida 32399-1900

Email: Halls@flcourts.org

Phone: 850.487.2373

B. Contact for Questions Regarding Invitation to Negotiate

The contact individual for the submission of questions as specified regarding this ITN, or clarification requests, along with the contact information is:

Ms. Lakisha Hall
Systems Project Consultant
Office of the State Courts Administrator
500 South Duval Street
Tallahassee, Florida 32399-1900
Email: halll@flcourts.org

All vendor's questions must be submitted by e-mail and received on or before the time and date specified in the Calendar of Events (Section F.1) in this ITN at the address provided above. Answers to questions submitted will be e-mailed back to all participating vendors and posted at http://www.flcourts.org/gen_public/purchasing/index.shtml.

C. Contact for Submissions

Vendor proposals to be mailed or emailed should be forwarded to the following addresses:

Mail: Office of State Courts Administrator
General Services Unit
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399-1900

Email: Halls@flcourts.org

3. Restrictions on Communication with Court Personnel

Vendors must not communicate with any judicial court staff, the OSCA staff, or other staff members concerning this ITN, except for the contact persons identified in section F.2 of this ITN. Vendors responding to this solicitation that are already conducting business with one or more courts in Florida may continue general business-related communication with those courts. The vendor may not discuss, disclose or otherwise communicate with those courts regarding this solicitation. Violation of this requirement may result in the rejection of the submitted proposal.

4. Cost of Proposal Preparation

All costs associated with the development and submission of a proposal, vendor question(s), and transmittal letter are the full responsibility of the vendor.

5. Demonstration Cost

All costs associated with the vendor's demonstration and travel related to the ITN are the full responsibility of the vendor.

6. Sub-Contracting

A vendor who elects to sub-contract any part of this project will be fully accountable for sub-contractor's responsibilities and deliverables. The vendor will define the sub-contractor's scope of work as strictly defined in Section C. Solutions and Innovative Ideas, herein. The vendor will be required to update the OSCA at least annually with a list of sub-contractors authorized to work on their behalf, including notation of what particular hardware, software or other items or services the sub-contractor is authorized to provide.

7. Independent Price Determination

A vendor must not collude, consult, communicate, or agree with any other vendor regarding this ITN as to any matter relating to the vendor's cost proposal.

8. Organization and Submission of Proposal

A vendor's proposal must be submitted as described in Section G in this ITN and in accordance with all instructions contained in this ITN and in Appendix A. Each proposal should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of this ITN. Each proposal must include four attachments: 1) a signed copy of the ITN bidder acknowledgement form located in Appendix C; 2) a completed questionnaire located in Appendix D; 3) a completed Certification Statement located in Appendix E; and 4) a completed cost projection sheet located in Appendix F. These attachments must be returned along with the proposal. Failure of the successful respondent(s) to accept the obligations outlined in the attached general contract conditions or as provided in the resulting contract may result in the cancellation of any award. The proposal and attachments may be sent electronically in .pdf format, hand delivered, or postage mailed to the address in Section F.2. If hand delivered, or postage mailed, submit one (1) original, clearly marked as the original, and eight (8) copies of the proposal under sealed cover to the specified mailing address given.

The proposal and the attachments must be received at the address provided in Section F.2. in this ITN no later than May 1, 2015 at 3:00 PM. Any proposal received after this date and time will be rejected and returned unopened to the vendor.

The outside cover of the package containing the original and copies for the proposal will be marked as follows:

Proposal
(Name of Vendor)
Integrated Digital Court Recording Systems
ITN 15-001-LH

Each proposal submitted in response to the ITN will remain binding on the vendor for a period of 90 days after the proposal due date or the date on which a contract is signed, whichever is later.

9. Withdrawal of a Proposal

A vendor may withdraw a proposal by written notice to the OSCA on or before the exact time and date specified for the receipt of the proposals in Section F.1 in this ITN. Such notice is to be submitted to the OSCA contact person at the address specified in Section F.2 in this ITN.

10. Receipt of Proposals

Each proposal will be dated, time marked, and logged by the OSCA as received. Each will also be examined to verify that it is properly addressed and sealed. Any proposal received after the specified deadline for receipt of proposals will be rejected and returned unopened to the vendor.

11. Review of Responses

The OSCA, at its discretion, reserves the right to accept or reject all submissions, in whole or in part, to waive any informalities or irregularities in submissions and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the State Courts System even though not the lowest bid or response. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractor's qualifications and capabilities to provide the specified service and other factors which OSCA may consider.

The OSCA will have a team of subject matter experts (SME) to review the proposals, including the Questionnaire, Cost Projection Sheet and Certification Statement, and make recommendations based on their review. The review process will include multiple steps:

1. Review the proposals, including the Questionnaire and the Certification Statement, by the Due Process Technology Workgroup (SME group) to determine one or more respondents that will be invited to present their system on-site for a more in depth review.
2. Review select systems on-site and determine if a more thorough review similar to acceptance testing is necessary.
3. Recommendation is developed by the Due Process Technology Workgroup on any accepted vendor solutions believed to work in the local courts.

12. Lost Proposals

The OSCA will not be responsible for lost or late arriving proposals due to mishandled or undelivered postage packages by vendor's selected courier or delivery method.

13. Negotiation Process

The OSCA will negotiate among select vendors to obtain their best and final offer. The OSCA will reserve the right to return to vendors for further clarification and negotiation until completion.

G. PROPOSAL PREPARATION

1. Introduction

The proposal submitted by a vendor must be organized according to the following specifications:

- a. The proposal must be typed single-spaced and have separate parts, each clearly labeled. The information to be contained in each part is described in the following sections.
- b. The absence of information or the organization of information in a manner inconsistent with the requirements in this ITN may result in the rejection of the proposal.
- c. Requests for extension of the date proposals are due in the OSCA will not be granted. It is the vendor's responsibility to have the proposal delivered on time.
- d. Where submitted on paper, proposals must be on standard paper 8 ½" x 11".
- e. Where submitted electronically, proposals must be in PDF format.
- f. Proposals must be limited to 25 pages in length, excluding any attachments, unless prior approval has been obtained from the OSCA to extend the document length. Proposals will not be evaluated on length, but rather on clarity and depth.

2. Proposal Requirements

Each vendor's proposal must be entitled "Corporate/Technical Qualifications" and must be organized as prescribed in this section. Each section must bear the caption and contain the information and documentation specified below:

EXECUTIVE SUMMARY

This section will summarize the vendor's understanding of the problem and proposed solution and must provide pertinent information about the vendor including:

- Description of the company's primary business with an emphasis on experience working with the courts, experience in integrated criminal justice software applications, related statewide or multi-jurisdictional projects, and/or like projects with technology planning.

STAFF QUALIFICATIONS

This section must identify the manager(s)/supervisor(s) to whom the vendor will assign the responsibility for the overall management and coordination of the activities needed to successfully complete potential projects. The vendor must identify a project manager who will have overall responsibility for the day-to-day operation of awarded project(s). For each manager/supervisor, curriculum vitae or resume and a description of two projects regarding which the person held a similar position of responsibility must be attached.

SUB-CONTRACTOR REQUIREMENTS, IF APPLICABLE

Provide the following for each sub-contractor:

- A description of past working relationship and projects vendor has performed with sub-contractor(s).
- A description of the sub-contractor's primary business with an emphasis on experience working with the courts, related statewide or multi-jurisdictional projects, and/or similar projects with technology planning.
- References for up to two customers where the sub-contractor has performed similar engagements for a court system, preferably a statewide system.
- Identify the individuals to whom the vendor will assign the responsibilities from the sub-contractor. The vendor must provide the overall management and coordination of the activities performed by the sub-contractor and assumes full responsibility for the performance and actions of the sub-contractor(s).

TECHNICAL AND FUNCTIONAL CERTIFICATION

This section must state whether the proposed technology solution meets current court standards. The Florida State Court System will not purchase technology that does not meet current standards. Vendor proposals must be compliant with current court technology standards. Submissions that do not meet technology standards will not be considered for approval. Vendors who have existing contracts with the Florida State Courts, but do not meet the current Technical Standards for Integrated Digital Court Recording Systems (IDCRS) may be grandfathered in within those circuits. However, the vendor will not be allowed to expand outside of the current circuits for which they have installed/serviced IDCRC until the vendor conforms to the current technical standards.

IDCRS are defined as compliant for use throughout the State Court System when the technology utilized is proficiently demonstrated as described by the Integration and Interoperability document and Standards for Integrated Digital Court Recording.

Vendors must include in submissions a statement in writing indicating whether (a) the proposed technology solution meets these standards and is therefore eligible for consideration; or (b) the vendor intends for their IDCRC submission to be compliant with the standards and the proposed effective date.

The qualification process consists of two components including a letter of compliance and a demonstration of proficiency. The written letter of compliance must be signed by a responsible person able to legally bind the commitment from the manufacturer of DCR software. The second component consists of a working demonstration of proficiency with each of the court functional and technological standards. Evaluation of proficiency can be in the form of a working presentation or a visit to a production environment by authorized court staff. Non-compliant vendors must contact court representatives listed in Section F.2.B to schedule a demonstration or site visit for qualification.

FINANCIAL INFORMATION

The financial status section must include information detailing the company's current financial position as well as the financial position of any related companies. Vendor must either provide a URL referencing most recent audited financial statements, or vendor can provide copies of the statements. In addition, vendor is requested to provide the most recent Dun and Bradstreet reports (or equivalent) for its firm, its partners, and its proposed major sub-contractors (i.e., expected to perform more than five percent of the Contract).

REFERENCES

Vendors must include in submissions three references of where the vendor has performed engagements for application and system development in the court system. Vendors without documented experience in the court system will be affected in the evaluation outlined in Section H.

H. EVALUATION CRITERIA

The selection of the contractor will be based upon evaluation of the following factors below and upon the demonstration of vendor proficiency.

Element	Factor	Points
a.	Vendor's (including sub-contractor, if applicable) experience in digital court recording projects specifically within areas relating to integrated audio visual technology with emphasis on digital recording.	20
b.	Quality assurance, change management procedures, and experience of proposed personnel; ability to cover services and respond to court needs.	20
c.	Costs as indicated in cost projection sheets in relation to the functionality provided.	20
d.	Proven success on other projects similar in type, size and complexity (confirmed by references).	15
e.	Vendor's financial capacity to timely develop, implement, operate, and maintain its proposed solution.	15
f.	Clarity, quality, and comprehensiveness of the proposal.	10

I. POSTING

The results of the negotiation process will be posted on the Office of the State Courts Administrator's website at http://www.flcourts.org/gen_public/purchasing/index.shtml for a period of at least 72 hours.

J. SELECTION COMMITTEE

The State Courts Administrator has appointed and empowered the Due Process Technology Workgroup as the evaluation committee to review and evaluate the proposals.

K. AMENDMENTS AND ADDENDUMS

Any clarification or additional information that may substantially affect the outcome of this ITN will be provided in the form of a written addendum. If necessary, clarifications or additional information will be issued by the OSCA. Unless issued in writing by the OSCA, no addendum will be binding upon this ITN. All addenda will be posted on the State Court website at http://www.flcourts.org/gen_public/purchasing/index.shtml.

APPENDIX A

Florida State Courts System Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. However, we adopt the definitions found in s. 60A-1.001, F.A.C., for this agreement. The following additional terms are also defined:

- (a) "Court" means the State Court System (SCS) entity that has released to solicitation.
- (b) "Procurement Officer" means the Court's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Court in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

3. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, will have the order of precedence listed:

- Technical Specifications,
- Special Conditions,
- Instructions to Respondents,
- General Conditions, and
- Introductory Materials.

The Court objects to and must not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, will have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, will be grounds for rejecting a response.

4. Questions. Respondents must address all questions regarding this solicitation to the Procurement Officer. Questions must be answered in accordance with the Timeline. All questions submitted must be published and answered in a manner that all respondents will be able to view. Respondents must not contact any other employee of the Court or the State for information with the respect to this solicitation. The Court will not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.

5. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents must disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

6. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid or contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (25,000) provided in section 287.017 of the Florida Statutes.

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent must submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in section 287.133 (1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting, to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response , and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent must indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement will be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation will be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

9. Performance Qualifications. The Court reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent must at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Court determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph does not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.

10. Public Opening. Responses will be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).

11. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Court will electronically post a notice of intended award at http://www.flcourts.org/gen_public/purchasing/index.shtml. If the notice of award is delayed, in lieu of posting the notice of intended award the Court will post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision must file with the Court a notice of protest within 72 hours after the electronic posting. The Court will not provide tabulations or notices of award by telephone.

12. Firm Response. The Court may make an award within sixty (60) days after the date of the opening during which period responses will remain firm and must not be withdrawn. If award is not made within sixty (60) days, all responses will remain firm until either the Court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

13. Clarifications/Revisions. Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

14. Minor Irregularities/Right to Reject. The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.

15. Contract Formation. The Court will issue a notice of award, if any, to successful respondent(s), however, no contract will be formed between respondent and the Court until the Court signs the Contract. The Court will not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

16. Contract Overlap. Respondents must identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.

17. Public Records. Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent must clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

18. Protest. Any protest concerning this solicitation must be made in accordance with section 6.10 of the State Court System Purchasing Directives.

APPENDIX B

Florida State Courts System General Contract Conditions for Services

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7. Termination for Convenience.
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11. Section 508 Requirements
12. Force Majeure, Notice of Delay, and No Damages for Delay.
13. Scope Changes.
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15. Advertising.
16. Assignment.
17. Antitrust Assignment
18. Dispute Resolution.
19. Employees, Subcontractors, and Agents.
20. Security and Confidentiality.
21. Contractor Employees, Subcontractor, and other Agents.
22. Insurance Requirements.
23. Warranty of Authority.
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25. Notices.
26. Modification of Terms.
27. Cooperative Purchasing.
28. Waiver.
29. Annual Appropriations.
30. Execution in Counterparts.
31. Severability.
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33. Right to Audit.
34. Rule of Interpretation.
35. Real Time Transcription Services for Persons who are Deaf or Hard of Hearing.
36. Real-Time Court Reporting for the Hearing Impaired.
37. Compliance with Federal and State Anti-Discrimination Legislation.
38. Changes.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. The following additional terms are also defined:

(a) “Contract” means the enforceable agreement that results from a successful solicitation or other procurement. The parties to the Contract will be the Court and Contractor.

(b) “Court” means a State Court System entity that will procure services directly from the Contractor under the Contract.

2. Invoicing and Payment. Invoices must contain the Contract number and the appropriate vendor identification number. The Court may require any other information from the Contractor that the Court deems necessary to verify any deliverable under the Contract. Payment will be made in accordance with section 215.422, Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors may result in a delay in payment. Contractors may call (850) 488-3730 Monday through Friday to inquire about the status of payments by the Court. The Court is responsible for all payments under the Contract. The Court’s failure to pay, or any delay in payment, will not constitute a breach of the Contract and will not relieve the Contractor of its obligations to the Court.

3. Lobbying and Integrity. The Contractor must not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Contractor must not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Court’s Inspector General, or other authorized Court official, the Contractor must provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but may not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor must retain such records for three years after the expiration of the Contract. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized Court official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any cost of investigations that do not result in the Contractor’s suspension or debarment.

4. Indemnification. The Contractor will be fully liable for all actions of its agents, employees, partners, or subcontractors and must fully indemnify, defend, and hold harmless the Court and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor will not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor must fully indemnify, defend, and hold harmless the Court from any suits, actions, damages, and costs of every name and description, including attorney’s fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court will give the Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole

expense. The Contractor will not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which will not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-fringing. If the Contractor is not reasonably able to modify or otherwise secure the Court the right to continue using the product, the Contractor must remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court will not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any Contract with the State. 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.

5. Limitation of Liability. For all claims against the Contractor regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges rendered by the Contractor. This limitation shall not apply to claims arising under the Indemnification paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its affiliates to the Court against any payments due the Contractor under any contract with the State.

6. Suspension of Work. The Court may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the SCS to do. The Court shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation except for work performed.

7. Termination for Convenience. The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor shall not furnish any continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

8. Termination for Cause. The Court may terminate the Contract upon 14 days written notice if the Contractor fails to abide by any of the terms or conditions of the contract or if the Contractor fails to maintain adequate progress, thus endangering performance of the Contract. The Contractor shall have 7 days after being notified of the Court's intent to terminate, to cure the breach identified by the Court. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

9. Public Records Requirement. The Court may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the contractor in conjunction with the Contract, unless the records are exempt from 2.420 Rule of Judicial Administration.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Section 508 Requirements. The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part three of Chapter 282, Florida Statutes. Those statutes establish a minimum level of accessibility to those who have disabilities.

12. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Court in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Court. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Court determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Courts, in which case the Court may (1) accept allocated performance or deliverables from the Contractor, provided that the Contractor grants preferential treatment to Courts with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the deliverables that are

subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

13. Scope Changes. 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. The Court may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

14. Renewal. Upon mutual agreement, the Court and the Contractor may renew the contract, in whole or part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

15. Advertising. The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Court, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Court or otherwise linking the Contractor's name and either a description of the Contract or the Court in any material published, either in print or electronically, to any entity that is not a party to Contract.

16. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Court; provided, the Contractor assigns to the Court any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Court. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.

17. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

18. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by Court Administration, or other designated Court employee, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

19. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Court. The Court may conduct, and the Contractor shall cooperate in, a security background check on any employee, subcontractor, or agent furnished by the Contractor.

The Court may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification, quality of work, change in security status, or non-compliance with a Court's security or other requirements. Such approval shall not relieve the

Contractor of its obligation to perform all work in compliance with the Contract. The Court may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

20. Security and Confidentiality. The Contractor shall comply fully with all security requirements and procedures of the Court in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Court. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Court's confidential information, or material that is otherwise obtainable under State law as a public record. The Contractor shall take appropriate steps with its personnel, agents, and subcontractors to insure confidentiality. The warranties of this paragraph shall survive the Contract.

21. Contractor Employees, Subcontractors, and other Agents. The Contractor, its employees, subcontractors and agents are not employees or agents of the Court.

22. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

23. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of the Contract.

25. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Court. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated recipient may notify the other, in writing, if someone else is designated to receive notice.

26. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No alteration or modification of the Contract terms, including substitution of deliverables, shall be valid or binding against the Court.

27. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions

contained herein. Non-Court purchases are independent of the agreement between Court and Contractor, and the Court shall not be a party to any transaction between the Contractor and any other purchaser.

28. Waiver. The delay or failure by the Court to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

29. Annual Appropriations. The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature.

30. Execution in Counterparts. The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

31. Severability. If the Court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

32. Travel. Travel expenses will be paid in accordance with s.112.061, Florida Statutes. The Court may establish rates lower than the maximum provided in s. 112.061.

33. Right to Audit. Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. The Vendor shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rules of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

34. Rule of Interpretation. All specific conditions will prevail over a general condition on the same subject.

35. Real-Time Transcription Services for Persons who are Deaf or Hard of Hearing.

Vendors that provide real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Supreme Court Policy on Court Real-Time Transcription Services for Persons Who are Deaf or Hard of Hearing.

36. Real-Time Court Reporting for the Hearing Impaired. If the contractor provides real-time court reporting pursuant to this contract as an accommodation for the hearing impaired, the contractor hereby acknowledges that the State Courts System has specific standards for providing such services. Those specific standards are available from the Office of the State Courts Administrator.

37. Compliance with Federal and State Anti-Discrimination Legislation. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

38. Changes. The Customer 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. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

APPENDIX C

OFFICE OF THE STATE COURTS ADMINISTRATOR

VENDOR ACKNOWLEDGMENT AND CERTIFICATION

ALL VENDORS SHALL COMPLETE AND RETURN WITH REPLY

Negotiation Number: ITN 15-001-LH

Title: Integrated Digital Court Recording Solutions

I certify by my signature below that the response provided is in accordance with the instructions set forth in the ITN and Appendix A. Further, I certify that either no conflict of interest exists or if one exists it has been fully disclosed in the response. Finally, I acknowledge and it is fully understood that the General Contract Conditions for Services as set forth in Appendix B of the solicitation are and shall remain non-negotiable and will be binding in any resulting contract.

This form must be signed by either the President, Chief Executive Officer or his/her appointed designee.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Date: _____

APPENDIX D

QUESTIONNAIRE

In order to facilitate the analysis of responses to this ITN, Respondents must complete the following Questionnaire in electronic format by clicking on the following link

<http://www.flcourts.org/administration-funding/purchasing.stml>.

The completed Questionnaire must be saved in Microsoft Word format and returned as a separate document than your proposal. The Questionnaire and the Respondent's proposal must be submitted at the same time.

VENDOR INFORMATION		
QUESTION	RESPONSE	COMMENTS
Indicate how long company has been in business.		
Indicate how long company has been in business providing the proposed application software.		
Indicate the number of full-time employees in company.		
Indicate the number of employees dedicated to Help Desk Support.		
Indicate the hours of operation for the Help Desk.		
Indicate if there is a toll-free telephone number for support.		
Indicate the average response time for support calls to the help desk.		
Indicate the average resolution time for incoming calls from customers.		
Indicate if there is a priority-based procedure in place to resolve a "system down/production critical" call from a customer.		
Indicate if there is a procedure in place to accept and respond to help desk requests via e-mail.		

Indicate if there is an automated mechanism to submit enhancement recommendations throughout the year.		
Indicate if there is a help desk tracking number provided to the customer for future call tracking purposes.		
Indicate if there are Remote diagnostic services available from the help desk.		
Indicate if the help desk staff is dedicated to the proposed software.		
Indicate if updates and defect corrections are available electronically to be downloaded by the customer.		
Indicate if there are extended support agreements offered for five years or more.		
Indicate if the vendor hosts annual User Group meetings/conferences.		
Indicate if the vendor has Client Advisory Groups for product input.		
Indicate if the vendor has a continuing Research and Development program.		
Indicate if the vendor has the ability to provide product calendar outlining future upgrades and enhancements.		
Indicate if the vendor provides multiple methodologies for clients to recommend product enhancements.		
Indicate if the vendor provides clients with method of direct contact at executive level.		

Indicate if vendor belongs to national associations and organizations related to services provided with the proposed software.		
Indicate the total number of Digital Court Reporting Systems installed.		
Indicate the total number of Courts currently using the proposed digital court reporting system product.		
Indicate level of on-site support available for critical and severe impact issues and timeframe technician can be on-site.		
Indicate whether travel costs are included or excluded in the maintenance agreement. If excluded, how will this be documented and calculated?		

PRODUCT INFORMATION		
QUESTION	RESPONSE	COMMENTS
Ability of simultaneous recording.		
Ability to record and maintain playback of four isolated audio channels, regardless if four channels are used or not.		
Ability to record the court's proceedings and store the recording in a digital format with a continuous time.		
Ability to play back a portion of the recording while continuing to record.		

Ability to access a digital recording using rewind, fast forward, search by timestamp, and other direct access methods to enable a system operator to quickly find passages of interest.		
Ability to isolate the voices of speakers who speak simultaneously.		
Provide separate volume control for each channel.		
Ability to edit annotations.		
Continuously monitor all microphones and provide at least visual indication that each is picking up a signal.		
Continuously monitor the storage medium and provide at least visual indication to the operator that the signal is being recorded.		
Produce an audible alarm when the system has been put in “pause” or “mute” mode to alert the operator.		
How flexible is the data to be copied or imaged off site?		
How are individual recordings labeled/named in the data structure?		
Describe the basic process and timeframe to migrate the software and data to new hardware.		

GENERAL QUESTIONS

QUESTION	RESPONSE
How will the files created by the system be stored: by case? by day?	
How will the court track the location of files?	
How will files be named?	
How does the digital audio system support these operational processes?	
How intuitive and accessible is the system's interface?	
How much training will be required to use the system?	
Does the system allow sufficient space in the data fields to store the necessary information?	
How much data can be stored on the system's local drive? How many cases/days does this represent?	
What storage medium options are available for backing up the local data? How efficient is the storage medium (how much data can you store on a given disk, tape, etc.)?	
How long does the system's tape duplicator take to transfer a given file to an analog tape?	
Can users perform tasks necessary to maintain the system (defining network settings and disk structures, correcting interfaces, rebuilding data structures, etc.), or must the vendor perform them?	
Will the vendor provide a free analysis of the components needed to provide the level of functionality the court desires, prior to the sale?	
Will the vendor train court staff on the operation and maintenance of the system?	
Will the vendor install the system, including network interfaces, and test it?	
Does the purchase or maintenance agreement include any future upgrades?	

APPENDIX E

Certification Statement

I hereby certify that this digital court recording system complies with the Americans with Disabilities Act of 1990 and the Section 508 accessibility standards, as incorporated into Florida law by sections 282.601 through 282.606, Florida Statutes. I further certify that if this digital court recording system is amended, updated, or improved in the future, the revisions will continue to assure that the system complies with the Americans with Disabilities Act and Section 508 standards, as incorporated into Florida law, and is accessible to users with disabilities.

The Certification Statement must be signed by either the President, Chief Executive Officer or his/her appointed designee.

Signature _____

Name _____

Title _____

Organization _____

Street _____

City, State, Zip _____

Date _____

APPENDIX F

In order to facilitate the analysis of responses to this ITN, Respondents must complete the following Cost Projection Sheet in electronic format by clicking on the following link: <http://www.flcourts.org/administration-funding/purchasing.stml>. The completed Cost Projection Sheet must be saved in Microsoft Excel format and returned as a separate document than your proposal. The Cost Projection Sheet and the Respondent's proposal must be submitted at the same time.

COST PROJECTION SHEET 2015

CATEGORY 1 - SOFTWARE LICENSES

Column1	Column2	Column3	Column4	Column5	Column6
Description	Manufacturer	Model/Version	Price Per Unit	Qty for 1 Courtroom	Total 1 Courtroom Centralized
License(s) Server					0
License(s) Client					0
License(s) Web					0
Licenses(s) other					0
Installation Costs					0
Add rows as needed					0
SUBTOTAL					\$0.00

CATEGORY 2 - MAINTENANCE COSTS (after 1 year warranty expires) - Pricing shall be calculated based on the estimated level of licensing centralized model. Please describe method for calculating software service level maintenance for all levels in section 2.

SECTION 1 - 10 Courtrooms Centralized

Column1	Column3	Column4	Column6
Description	Pricing Period	Price Per Period	Price for 1 year
Software Maintenance	Quarterly		0
Software Maintenance	Annual		0
Software Maintenance	Hourly		0
Hardware Maintenance	Quarterly		0
Hardware Maintenance	Annual		0
Hardware Maintenance	Hourly		0
Bundled Services	Quarterly		0

Bundled Services	Annual			0
Bundled Services	Hourly			0
Standard 8:00 to 5:00 support	Quarterly			0
Standard 8:00 to 5:00 support	Annual			0
Standard 8:00 to 5:00 support	Hourly			0
Volume Discount (if volume discount offered, please describe here)				0
Add rows as needed				
SUBTOTAL				\$0.00

SECTION 2 - Maintenance Pricing - all levels (centralized, standalone, handheld)

Column1	Column3	Column4	Column6
Description	Pricing Period	Calculation Method	
Software Maintenance	Quarterly		
Software Maintenance	Annual		
Software Maintenance	Hourly		
Hardware Maintenance	Quarterly		
Hardware Maintenance	Annual		
Hardware Maintenance	Hourly		
Bundled Services	Quarterly		
Bundled Services	Annual		
Bundled Services	Hourly		
Standard 8:00 to 5:00 support	Quarterly		
Standard 8:00 to 5:00 support	Annual		
Standard 8:00 to 5:00 support	Hourly		
Volume Discount (if volume discount offered, please describe here)			
Add rows as needed			

**** Calculation method is the how pricing for maintenance is determined such as percentage of license cost or other calculation. Please clarify how your pricing is determined.**

Comments:

CATEGORY 3 - DIGITAL COMPUTING HARDWARE

Column1	Column2	Column3	Column4	Column5	Column6
Description	Manufacturer	Model/Version	Price Per Unit	Qty for 1 Courtroom	Total 1 Courtroom Centralized
Encoding Servers					0
Archive Servers					0
Monitoring Workstations					0
Digital Audio Adapters					0
Data Backup Units					0
Distribution Media Device (DVD/CDRW)					0
Foot Pedals					0
Head Sets					0
Installation Costs					0
Other (add rows as needed)					0
SUBTOTAL					\$0.00
Comments:					

CATEGORY 4 - MEDIA RELATED HARDWARE AND EMBEDDED DEVICES

Column1	Column2	Column3	Column4	Column5	Column6
Description	Manufacturer	Model/Version	Price Per Unit	Qty for 1 Courtroom	Total 1 Courtroom Centralized

Multi-view Unit						0
VU/Channel Monitoring Station - Audio						0
Monitoring Station - Video						0
Microphones w/cables and bases						0
Audio Mixers (sound reinforcement)						0
Amplifier (sound reinforcement)						0
Video Mixers						0
Video Cameras, Lens, Power						0
Overhead Speakers						0
Individual Speakers						0
Judicial Bench Control Box - Audio						0
Recording Status Indicator - Courtroom, Hearing Room, Other						0
Audio Visual Rack/Storage						0
Sound Masking Generator with interface						0
Power Supply						0
Power Distribution						0
UPS						0
Analog to Digital Interface						0
Steno Machines						0
Handheld Media Recorders						0
Assisted Listening Device						0
Remote Listening Device						0
Printers						0
Splitters						0
Filters						0
Mounting hardware/brackets						0
Installation Costs						0
Other (insert rows as needed)						0
SUBTOTAL						\$0.00

Comments:

CATEGORY 5 - INFRASTRUCTURE - Describe cable types, grades, required distribution points, and needed hardware such as hubs, power controls. Please state whether you provide cabling services, or if the court is required to provide cable installation separately that meet

Comments:

CATEGORY 6 - STANDALONE - Describe costs for a standalone unit and related peripheral components. Standalone unit may be specific Laptop based.

Description	Manufacturer	Model/Version	Price Per Unit

SUMMARY AND COST ESTIMATE - please summarize costs for the solution you are providing below. Please summarize for software maintenance after the warranty period. Do not include infrastructure costs as these will vary by location and is difficult to estimate.

Cost for 10 Courtrooms Centralized	Total Cost for Category
Licensing - Software	
Hardware	
Installation Costs	
Maintenance - use Annual pricing (after warranty)	
TOTAL	

If you are offering volume discounts, or an innovative offering that is different than the structure above, please describe it below.

Comments: