

OFFICE OF THE STATE COURTS ADMINISTRATOR

INVITATION TO NEGOTIATE (ITN)  
FOR THE FLORIDA APPELLATE COURT  
Case Management System

ITN-07-001-CC

Submission Deadline: February 20, 2008  
@ 3:00 p.m. EDT

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## **SECTION 1.0**

### **INTRODUCTION**

This Invitation to Negotiate (ITN) is issued for the Florida Supreme Court (FSC) through the Florida Appellate Court Technology Committee (ACTC) by the Office of the State Courts Administrator (OSCA). The purpose of the ITN is to invite qualified vendors to consider supplying new information technology for use in the Florida appellate courts system (FACS). This ITN is intended to elicit information, demonstration, and cost estimates from information technology vendors of case management systems with document management and workflow processing used in appellate courts in the United States.

The whole courts system in Florida is really two different systems: a trial courts system in which cases are usually begun and initially determined; and an appellate court system in which legal decisions made in the trial courts are reviewed for legal propriety. There is an essential difference between the two separate systems. The trial courts involve the presentation of conflicting evidence to fact-finders who resolve factual conflicts to which they then apply the law. The appellate courts review only the application of law to the facts as resolved. Trial courts usually act only through a single Judge. Appellate courts act collaboratively through a majority of the participating Judges in panels of Judges. These panels range from as few as 3 Judges to as many as the full membership of Judges currently on the appellate court involved. The new technology being sought by this ITN will deal only with the system of collaborative decision-making by a majority of panels of Judges in the appellate courts.

The goal is to replace the existing case management system being used in the FACS with a comprehensive system integrating electronic receipt of documents, scanning, docketing, document management, automated workflow capabilities, scheduling, file tracking, judicial panel assignment management, billing, receipting, accounting for fees or fines, and electronic voting. The system shall also include automated checking for conflicts in judicial assignments. The electronic filing component shall not involve any additional cost to persons filing cases or documents electronically with the FACS beyond such charges as are set by law (See specifications below in Section 4.2(a) at page 35).

All submissions will be evaluated for the suitability of the software for combined case management, document management, automated workflow capabilities, electronic filing and imaging, as well as the cost for purpose of budgeting.

Those responding (Respondents) shall be available for an on-site interview and demonstration of the proposed software product with a set of cases and respective data extracted from the FSC's current database. Respondents will assume responsibility to provide necessary hardware for demonstration purposes, such as a laptop or workstation. FACS shall not be responsible for any costs incurred by Respondents in the preparation of a submission.

Nothing in this ITN shall be deemed to obligate or commit the FACS to award any purchase order or contract.

## SECTION 2.0

### BACKGROUND

The FACS consists of a Supreme Court located in Tallahassee, Florida, and five District Courts of Appeal (DCA) located throughout the state. There are approximately 500 users in the six appellate courts comprising FACS. The majority of the users have inquiry access only, and only about 85 users have full access capabilities. In any new system resulting from this ITN the number of users with insert, update, and delete access may increase significantly.

Current infrastructure consists of six production Oracle 9i (migration to 10g is underway) database servers. Each server is housed at the geographic location of each court. Following is a breakdown of case filings by court:

<b>Location</b>	<b>Total Case Count</b>	<b>2006 Case Count</b>
Supreme Court (Tallahassee)	56,620	2,554
1st DCA (Tallahassee)	99,755	6,756
2nd DCA (Lakeland/Tampa)	101,853	5,845
3rd DCA (Miami)	67,266	3,229
4th DCA (West Palm Beach)	87,563	5,084
5th DCA (Daytona Beach)	70,834	4,480

In 1987, the FACS automated the tracking and management of cases with a system developed in-house. The original system was replaced in 1999 with another in-house, client-server application developed using PowerBuilder.

The FACS uses the Microsoft Office Productivity Suite with emphasis on MS Word for creation of documents, including formal Opinions of the court for the case, Orders, Mandates, memos, letters, and summaries. FACS is migrating to Microsoft's Vista operating system and the Office 2007 Productivity Suite. The courts also intend to utilize MS SQL\*Server (either 2005 or 2008 version) for future database needs. In addition, the courts' hardware specifications are as follows:

*Workstations:*

- Dell 745
- 80 Gig HDD
- 2Gig RAM
- Dual Monitor Capable
- Intel Processor Capable of running 64Bit OS.... Currently running 32 Bit Vista Enterprise (Intel Core2 - 2.31 GHz)
- Microsoft Office 2007

*Servers:*

**SQL:**

HP Proliant 285 G2  
2 \* Dual Core AMD Opteron (64Bit Capable)  
2 \*72 Gig HDD (mirrored) 6 \* 146 Gig HDD (in whatever configuration is needed) SAS HDD  
4 GIG RAM  
Windows 2003R2 (32 or 64 bit version of the OS)

**MOS:**

HP Proliant 285 G2  
2 \* Dual Core AMD Opteron (64Bit Capable)  
2 \*146 Gig HDD (mirrored) –Capable of supporting 6 additional Disks if needed  
4 GIG RAM  
Windows 2003R2 (32 or 64 bit version of the OS)

**LAN:**

100 MBps Switched

**WAN:**

10MBps Metro Ethernet connectivity to core for each site

Additional background information is available from

<http://www.floridasupremecourt.org/about/index.shtml>

as well as Florida Supreme Court manual of internal operating procedures

[http://www.floridasupremecourt.org/pub\\_info/documents/IOPs.pdf](http://www.floridasupremecourt.org/pub_info/documents/IOPs.pdf)

District Court of Appeal Distribution

[http://www.flcourts.org/courts/dca/dca\\_dist.shtml](http://www.flcourts.org/courts/dca/dca_dist.shtml)

First District Court of Appeal manual of internal procedures

<http://www.1dca.org/081507%20IOP.pdf>

Second District Court of Appeal manual of internal procedures

<http://www.2dca.org/Clerk.html/IOP%2010-26-07.doc>

Fourth District Court of Appeal manual of internal procedures

<http://www.4dca.org/geniformfrm.html>

and the Court Jurisdiction Chart

[http://www.flcourts.org/courts/bin/Jurisdiction\\_chart.pdf](http://www.flcourts.org/courts/bin/Jurisdiction_chart.pdf)

## SECTION 3.0

### 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/gen\\_public/purchasing/bin/ITN07-001-cc\\_Questionnaire.doc](http://www.flcourts.org/gen_public/purchasing/bin/ITN07-001-cc_Questionnaire.doc). 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.

3.1 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 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 application 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 the vendor belongs to national associations and organizations related to services provided with the proposed software application(s).		
Indicate the total number of Appellate Court Systems installed.		

Indicate the total number of Appellate Court System currently using the proposed case management system product.		
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### 3.2 GENERAL SOFTWARE CAPABILITIES

QUESTION	RESPONSE	COMMENTS
Ability to enter and store all dates in a four-digit year format.		
Ability to display all dates in a four-digit year format.		
Ability to search cases by entering only the last two digits of case year number.		
Ability to handle leap years.		
Ability for the end-user to enter only the last two digits of the year and have the application automatically convert it to four digits.		
Ability for the application to be deployed under Microsoft Vista or Microsoft XP.		
Ability to navigate through system using only a mouse.		
Ability to navigate through system using only a keyboard.		
Ability to customize the function keys.		
Ability to navigate directly to any screen or menu in the system by a single command from anywhere in the system.		
Ability to provide comprehensive edit controls at the field level so that incomplete or invalid data will be verified before allowing the user to continue on to the next field.		
Ability to encrypt data at rest.		
Ability to run as a "thin client" under a browser such as Internet Explorer or Firefox.		

Ability for software to make use of pop-up windows, drop down menus, radio buttons, and buttons to display list of values when entry is validated against a table.		
Ability to customize portions of the application through use of site defined fields.		
Ability to create user defined menus for each specific user or group of users.		
Ability to link multiple screens together to form a user defined workflow process without programmer intervention.		
Ability to workflow documents and assignments.		
Ability to modify workflow.		
Ability to view workflow graphically.		
Ability to provide on-line messaging capability within the application to allow users to communicate electronically.		
Ability to provide on-line notification to the user when a message has been received within the application.		
Ability to provide user documentation that includes copies of all standard reports.		
Ability to provide user documentation that includes illustrations of all application screens.		
Ability to provide user documentation that includes all data entry requirements for each screen.		
Ability to provide user documentation that is available on-line.		
Ability to provide technical documentation that includes the data element dictionary.		

Ability to provide technical documentation that includes a program narrative for each function and element.		
Ability to provide technical documentation that includes record and file specifications.		
Ability to provide technical documentation that includes all process operating instructions.		
Ability to provide technical documentation that includes naming conventions and programming standards.		
Ability to provide technical documentation that is available on-line.		
Ability for the system to provide help at the screen level without leaving the application, and automatically positions you in the help text for the current section of the screen the user is on.		
Ability for the system to provide help at the field level without leaving the application, and automatically positions you in the help text for the current field the user is on.		
Ability for the system to provide user defined local help at the screen level without leaving the application, and automatically positions you in the help text for the current screen the user is on.		
Ability for the system to display cursor sensitive hint text that automatically changes as the user moves from field to field.		
Ability to customize existing application help text.		
Ability to provide provision for user defined security for all options, tables and views.		

Ability to provide for full back-up and recovery in the case of any type of malfunction (hardware and/or software).		
Ability to produce both standard and ad hoc reports, as well as allow for the use of standard query tools and statistical packages.		
Ability to specify specific case and departmental elements as sort criteria in standard reports.		
Ability to provide report restarts, sequence selection and printer configuration override.		
Ability to view on-line all information stored in the system.		
Ability to provide source code in escrow.		
Ability to provide source code and all development tools used to build the application on our computer.		
Ability to provide provision for version change control to maintain/update modification information for support purposes.		
Ability to link or embed OLE objects into the application.		
Ability to execute DDE links to any other DDE-compliant product from the application.		
Ability for the application to support peer-to-peer architecture for complete data transparency to the users and application programmers.		
Ability for printing to be directed by the end-user to any printer attached to the network.		
Ability for batch printing to be submitted with the specification of a time at which the print job should be run.		

Ability to print mailing labels, envelopes, and case jacket labels.		
Ability for user definition and maintenance of system values and rules without requiring programmer intervention or recompilation of programs.		
Ability to establish unlimited user-defined events.		
Ability to populate a Microsoft Word document/ pre-defined template with Case Management data.		
Ability to employ "if, then" and "if, then, unless" conditional statements in event generation.		
Ability to define the number of days between trigger events, automatically generated docket entries, events and document production.		
Ability to generate documents using mail merge in MS Word integrated with the data from the database.		
Ability to link screens in a user-defined, logical progression without requiring programmer intervention or recompilation of programs.		
Ability to exit pre-defined linked screens at any point during the process.		
Ability to provide a security component, which controls access to information, based on organization and individual permissions.		
Ability to tailor individual security profiles, based on user id, court, location, and case types.		
Ability for security permissions control access to individual screens and programs.		
Ability to search/query documents and data using phonetic and wildcard search criteria.		

Ability to provide option for system wide date and time defaults.		
Ability to generate tickler event records based on user-defined prerequisite criteria.		
Ability to define a required sequence of events, such that an event cannot be scheduled unless a precursor event or events have occurred.		
Ability to override precursor events, with proper security.		
Ability to enter unlimited comments about an event.		
Ability to schedule an unlimited number of events per day or to define a specific number of events scheduled per day.		
Ability to automatically schedule events based on the occurrence or non-occurrence of other events or docket entries, with an option to override the actual scheduling or change the dates of those automatically generated events.		
Ability to track event status and record event outcomes.		
Ability to record all persons in attendance at a scheduled event, including court personnel.		
Ability to print calendars and/or view on-line.		

### 3.3 CORE CASE MANAGEMENT CAPABILITIES

QUESTION	RESPONSE	COMMENTS
Ability to intake electronically filed documents via e-filing, e-mail, or transportable media (i.e. CD, floppy disk, etc.)		
Ability to intake XML data via web services		
Ability to capture case disposition information including opinion, opinion author, opinion release date, opinion type, and disposition orders.		
Ability to list cases with options, sort by, case type, case status, and final or non-final dispositions.		
Ability to order the display of cases by filing date or case number.		
Ability to maintain extensive case notes.		
Ability to maintain extensive confidential case notes.		
Ability to define data available for public access.		
Ability to track multiple legal issues per case.		
Ability to schedule events and cases for judges, or any other court-defined judicial officers.		
Ability to define standard working hours and designate non-working days, such as weekends and holidays, for the entire court and default that information for all judicial officers and court personnel.		
Ability to designate a case as ready for scheduling.		

Ability to assign extra cases to a calendar and designate those cases as an "add-on".		
Ability to reschedule one or many items at any time.		
Ability to execute mass rescheduling using individual or combined criteria of panel, judge, date, time, event, location and/or calendar.		
Ability to query future events and activities.		
Ability to support scheduling for multiple locations.		
Ability to display on-line number and types of cases assigned per judge and per panel.		
Ability to track paper files, including case wallets.		
Ability to store lower court orders		
Ability to store lower tribunal case number.		
Ability to store lower court opinions.		
Ability to store lower tribunal judge name.		
Ability to store lower tribunal circuit identifier.		
Ability to manage cases for all jurisdictions, original, discretionary, and mandatory.		
Ability to manage cases that are filed under multiple jurisdictions		
Ability for Non-Case initiation and tracking (identified by special case number and or other criteria).		
Ability to provide differentiated case management.		
Ability to specify case types, assign a case weight and security level to each case type.		
Ability for system to employ a flexible case numbering scheme which gives the court options to include the year number, sequence number and additional user-defined identifiers (such as non-cases that will be tracked like regular cases but may never become a regular case).		

Ability for the system to copy case information from one case to another including parties and docket entries.		
Ability to review a summarized status of a case including, at a minimum, case number, description, case type, court, location, filing date, lower tribunal judge, assigned judge, current status, last activity, related and consolidated cases, age of case, parties, attorneys, dispositions, and next event.		
Ability to charge fees automatically as cases are initiated, or as subsequent docket entries are made.		
Ability to charge fees to a specific party.		
Ability to charge fees at the general case level - not associated to a particular party.		
Ability to access receipts, payable records, payments issued, outstanding receivable accounts and create reports.		
Ability to assess any number or combination of case related or miscellaneous, non-case related fees.		
Ability to produce a balance report on demand for case(s) and/or person(s) on-line or printed.		
Ability to generate and print receipts with appropriate information.		
Ability to generate electronic receipts.		
Ability to generate multiple receipts for single payment made for multiple cases.		
Ability to generate sequential receipt numbers.		
Ability to maintain the court-defined set of rules for applying payments.		

Ability to record payments against an account and apply those payments to charges using the court-defined set of rules and priorities, real-time.		
Ability to list cases sorted by attorneys and parties.		
Ability to maintain person information from one screen.		
Ability to add parties to scheduled events.		
Ability to associate parties and non-parties to specific events.		
Ability to maintain one full current name for a person with virtually unlimited alternate names (alias).		
Ability to establish an unlimited number of user defined party types, including non-litigant parties.		
Ability to associate Person Information to the case or multiple cases		
Ability to associate parties and define the relationship between associated parties.		
Ability to maintain multiple addresses and address types for a person with an effective date for each address.		
Ability to track address information changes, activity date of change, and identification of person making the change.		
Ability to classify addresses as confidential, and prohibit access to anyone without the required security profile.		
Ability to maintain multiple phone numbers for a person, some of them not associated with an address, and ability to maintain multiple e-mail addresses.		
Ability to review all cases in which a person is involved.		

Ability to list cases by party types.		
Ability to access a person by name, bar number, prisoner number, or alias.		
Ability to maintain a wide variety of professional information (i.e., Bar Association Number, Prisoner Number, Legal Capacity, Availability for Alternative Dispute, etc.)		
Ability to relate, consolidate cases and designate a lead case in a set of related cases.		
Ability to cross-reference a case number with unlimited user defined cross-reference number, and ability to search by the cross-reference number.		
Ability to consolidate cases, parties, dockets, and documents.		
Ability to schedule related and/or consolidated cases at the same time a case is scheduled.		
Ability to generate docket entries, events and document production based on specified docket entries and/or case events.		
Ability to associate docket entries, designate a cause/effect relationship.		
Ability to retrieve and associate documents related to docket entry.		
Ability to create docket entry for electronic documents.		
Ability to apply changes to multiple dockets at one time.		
Ability to review automatically generated events and documents, and approve or override those system generated items.		
Ability to define docket codes and related text description.		

Ability to generate docket entries at case initiation or upon receipt of pleadings (Docket entries must be variable by case type).		
Ability to capture and access date time and person for each entry, deletion, and update into the system		
Ability to override docket entries automatically defaulted in case initiation process.		
Ability to issue court generated documents to specific parties and track the due dates and outcome of service electronically or in printed format.		
Ability to have system automatically generate docket entry when an event is scheduled.		
Ability to display all events within a case, or to sort the event display by status.		
Ability to automatically generate notices and letters as an event is scheduled or rescheduled.		
Ability to automatically generate notice, acknowledgement letters, and orders at case initiation.		
Ability to link disposing docket entries with events, choose whether to close or delete open and/or future scheduled events.		
Ability for the system to assign cases to judges automatically, using weighted, random, or rotating judge assignment, or to assign cases to judges manually.		
Ability to generate and manage annual judge panels.		
Ability to track judge recusals by panel.		
Ability to replace judge on panel.		

Ability to identify judge replacement reason for judge panel.		
Ability to identify lead judge on panel.		
Ability to check for judge conflicts for recusal purposes.		

### 3.4 JUDGE AND STAFF CASE MANAGEMENT

QUESTION	RESPONSE	COMMENTS
Ability to assign tasks to staff.		
Ability to track staff assignments and due dates.		
Ability to notify staff of new assignments.		
Ability to alert staff to past due assignments.		
Ability to display all staff assignments upon request.		
Ability to display individual staff assignments.		
Ability to track the number and types of cases assigned to each judge or staff.		
Ability to vary the elements of a judicial calendar including days, start and end times, location, and to include an effective date for each entry in the judicial officer's profile.		
Ability to indicate days when judges with calendar profiles are unavailable for scheduling.		
Ability, at the time of scheduling, to have system check time conflicts for the judge.		
Ability to resolve or override scheduling conflicts.		
Ability, when scheduling a case or event, to have the system present the next available date and time for a single judge or multiple judges.		
Ability to view a summarized calendar showing previously assigned events.		
Ability to search/query documents and data using phonetic and wildcard search criteria.		

Ability to print calendars in both summary and detailed formats.		
Ability to list a schedule of events by, but not limited to, panel, judge, date, and event type.		
Ability to block out time for specific court personnel, including non-case related time.		
Ability to create calendars by panel, judge, event, date, and time, or any combination of these.		
Ability to reschedule blocks of events from one judge to another.		
Ability to vote electronically on circulated documents.		
Ability to vote sequentially or randomly.		
Ability to send notification when a vote is required.		
Ability to remove individual votes and associated document(s).		
Ability to notify panel members when a vote is changed.		
Ability to notify panel members when a vote is cast.		
Ability to notify leads judge that voting is complete.		
Ability to provide extensive document searching using multiple terms, connections and conditions.		
Ability to alert users when assignments due dates.		
Ability to display group or individual assignments by begin date or due date.		
Ability to track staff and judge assignments and due dates.		

Ability to notify lead judge and designated staff that voting is complete.		
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### 3.5 DATABASE FUNCTIONALITY

QUESTION	RESPONSE	COMMENTS
Ability to access all data elements within the application database.		
Ability for all data elements within the application database to operate from a single data element dictionary.		
Ability to provide database repository (metadata, extended data attributes, object storage, team development, etc.).		
Ability for any ODBC compliant tool to access database elements that are currently externally defined.		
Ability to run on a relational database management system in an open system environment.		
Ability to backup RDBMS while on-line and batch processing is occurring.		
Ability to optimize RDBMS performance without shutting down the database or application.		
Ability to lock, read, and write data on multiple servers.		
Ability for data storage to span multiple physical volumes.		
Ability to support automatic query optimization.		
Ability to support two-phase commits.		
Ability for application to utilize standard SQL calls to the database.		
Ability for application to utilize standard PL*SQL/T-SQL calls to the database.		
Ability to support ANSI SQL92 standards.		

Ability to have the SQL reside and be executed on the database server, not the desktop.		
Ability for the SQL packages to be pre-compiled and ready to execute without the need to be re-parsed (interpreted).		
Ability for the SQL package/procedures routines be built so that the long SQL statements are not sent across the network from the desktop to reduce network latency.		
Ability to support database triggers: Level (Row-based/Set-based) Timing (Before/For Each/After) Nesting		
Ability for on-line real-time update of data elements within the application database.		
Ability for real-time updates such that on-line access from anywhere within the network displays the most current element value.		
Ability for user definition and maintenance of system values and rules without requiring programmer intervention or recompilation of programs.		
Ability to provide a security component which controls access to the database information from 3rd party tools based on the organization and individual permissions.		
Ability to provide provision for multiple databases to allow for testing, training, etc., that co-reside and may be accessed simultaneously with productive use of production database.		
Ability to support direct calls to the RDBMS API.		

Ability of the database design to allow you to perform reorganization activities on an individual table level, individual index level, individual schema level, all the way up to complete database level.		
Ability to allow individual tables and indexes to be reorganized without having to take the entire database down.		
Ability of the application and RDBMS to support single-database - single-instance Architecture.		
Ability of the application and RDBMS to support single-database - multi-instance Parallel Server Architecture.		
Ability of the application and RDBMS to support multi-database - multi-instance Distributed Server Architecture.		
Ability to have the data element dictionary dynamically maintained without human intervention being required with all changes to the database structure going into effect immediately.		
Ability to add new fields to the database without requiring reorganization of the database.		
Ability to provide tools that can be used to produce a cross-reference report of where a specific database field is referenced by the application software.		

**3.6 DATABASE MIGRATION**

QUESTION	RESPONSE	COMMENTS
Ability to provide conversion programs and tools with established standards and procedures for data conversion purposes.		
Ability to provide tools to upload data from flat files into the application database with automatic logging/edit capability to checking for missing values, bad data types and the like for data conversion purposes.		

### 3.7 DOCUMENT MANAGEMENT

QUESTION	RESPONSE	COMMENTS
Ability to provide automated document management.		
Ability for integration with document management: Intake Retrieval Archival Destruction Retention Schedules Versioning		
Ability to scan documents using multiple scan stations.		
Ability to scan documents at resolutions of 100-400 DPI in half tone, gray scale modes.		
Ability to provide document verification during the individual and batch scanning process.		
Ability to accept input from remote scanners and FAX machines.		
Ability to scan, index, and commit documents in batches as well as individually.		
Ability to automatically index utilizing an industry standard, non-proprietary, zone bar-code on either the first or the last page of the document; with optional inclusion of the bar-code page as a part of the image.		
Ability to allow manual alteration of the image index to correct operation errors.		

Ability to re-scan a complete document or part of a document without having to manually delete all pages of the miss-scanned document, then having to re-scan the complete document.		
Ability to provide an efficient means of document retrieval and rapid page to page transition.		
Ability to provide full function and user friendly image manipulation without a requiring a mouse.		
Ability to allow the document to be rotated, moved on the screen, scrolled page by page, displayed in reverse video, and to provide the workstation user with the ability to enlarge a section of the scanned document.		
Ability to isolate designated public use workstations and users from accessing image system functions other than those specifically required to view and manipulate (i.e. page forward and backward, rotate, reverse image, and magnify) an image.		
Ability to handle multiple, simultaneous requests for access to a single document.		
Ability to scroll through a displayed image that is too large to fit on the workstation monitor.		
Ability to provide security control over access to document images, scanning, print and fax operations, and over index database information.		

### 3.8 REPORTING

QUESTION	RESPONSE	COMMENTS
<p>Ability to create standard reports including:</p> <ul style="list-style-type: none"> <li>Docket Report</li> <li>Assignment Report</li> <li>Case Listing</li> <li>Alphabetic Listing of Persons</li> <li>Case Inactivity</li> <li>Tickler Reporting</li> <li>Statistical Reports - New Filings, Pending Caseload, Disposed Cases</li> <li>Cases Ready for Assignment</li> <li>Cases Waiting for Responses</li> <li>Cases Ready for Mandate</li> <li>Cases with Outstanding motions</li> <li>Cases Awaiting Briefs or Records</li> </ul>		
<p>Ability to create standard calendar reports including:</p> <ul style="list-style-type: none"> <li>Oral Argument Calendar</li> <li>Court Conference Calendar</li> <li>Summary Calendar</li> <li>Detail Calendar</li> <li>Pending Events</li> <li>Continuance Report</li> <li>Tickler Report</li> </ul>		

## SECTION 4.0

### SUBMISSION INFORMATION

#### 4.1 Review of Responses

OSCA, at its discretion, reserves the right to accept or reject all submissions, in whole or in part, to waive any deficiencies and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the State Courts System.

The review process will be in multiple steps:

1. Review the proposals, including the Questionnaire and the VPAT, to see which one (or more) Respondents the Court should recommend to the ACTC to bring their system on-site for a more in depth review
2. Review the systems on-site and see if there is one that the Court would recommend to the ACTC to do a thorough review (similar to acceptance testing)
3. Either recommend to the ACTC that the Courts have a vendor solution they believe will work in the Courts or not.

The Courts will have a team of subject matter experts (SME) review the proposals, including the Questionnaire and the VPAT, and make the recommendations. There may be two (2) distinct groups of SME, one made up of Supreme Court users and one made up of Appellate Court users.

#### 4.2 Eligible Vendors

(a) The Courts prefer that Respondents have a Case Management System installed in an appellate court, which provides electronic receipt of documents, scanning, docketing, document management, automated workflow capabilities, scheduling, file tracking, capability of managing judicial panel assignments, collaborative decision making on all appellate court cases (including the handling, processing and consideration of written opinions for the majority of Judges whose decision controls the outcome of any case, as well as any written opinions of other panel members concurring or dissenting in the majority decision), electronic voting by individual Judges on the assigned panel, and automated checking for ethical conflicts affecting individual Judges in case assignments.

(b) The electronic filing component may NOT involve any additional cost to persons filing cases or documents electronically with the FACS beyond such charges as are set by law.

(c) Alternatively, the FACS may consider an existing system that with only minor modification may be converted to an appellate court system of collaborative decision making which — to the satisfaction of the OSCA staff — is

immediately capable without undue difficulty of being adapted to Florida appellate court use.

#### **4.3 Submission Cost**

All costs associated with the development and submission of the ITN documents are the full responsibility of the Respondent.

#### **4.4 Demonstration Cost**

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

#### **4.5 Submission Requirements**

The original and six (6) copies of the proposal must be submitted by mail along with one (1) electronic version submitted by e-mail (See Section 4.7 for additional information). Respondents whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the OSCA.

At a minimum, the submission must contain the following information:

1. Respondent(s) Information:
  - Official business name, address (both physical and mailing), telephone and fax numbers, type of business such as sole proprietorship, partnership, or corporation, including the State of incorporation;
  - Location(s) of business operations; and
  - Qualifications, including system install base and court name where system is installed
2. Methodology:

The methods section should contain a description of the Respondent's understanding of the project and its requirements. In addition, it should also explain the Respondent's methodological approach to the project.
3. Quality Assurance:

The Quality Assurance Section should include a statement of the Respondent's commitment to quality assurance and how it will be accomplished.
4. References:

The references should include the name, address, and telephone number of at least three (3) courts using the proposed system, with the understanding that these references may be contacted for verification.

5. Questionnaire:

Complete the Questionnaire located in Section 3.0. The Questionnaire and the Voluntary Product Evaluation Template (VPAT) located in Appendix C must be saved in Microsoft Word format separate from your proposal and returned in electronic format along with the proposal.

#### 4.6 Questions

All questions must be submitted in writing or via email and be received on or before close of business 5:00 p.m. January 23, 2008 EDT. Answers to all questions will be posted at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml) by February 6, 2008.

The contact person for questions regarding this ITN is:

Clyde Conrad  
Applications Development Manager  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
[Conrad@flcourts.org](mailto:Conrad@flcourts.org)

OR

Mandy Couch  
Information Systems Analyst  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
[couchm@flcourts.org](mailto:couchm@flcourts.org)

#### 4.7 Proposal Submission

The envelope or package containing the original and six (6) copies of the ITN must be sealed and plainly labeled: "ITN-07-001-CC, Office of the State Courts Administrator, "Invitation to Negotiate." It is the sole responsibility of the Respondent to see that sealed submissions are received on or before the submission date. The Respondent shall bear all risks for any delays associated with delivery service or U.S. Mail. Once submitted, the OSCA shall not accept any request by any Respondent to correct errors or omissions. Any submission received after the advertised deadline will not be considered for review.

Submissions must be received no later than February 20, 2008 @ 3:00 p.m. EDT.

Submissions must be mailed to:

Tom Long  
General Service Manager  
Office of the State Courts Administrator  
500 S Duval Street  
Tallahassee, FL 32399-1900

Electronic submissions containing your proposal, Questionnaire in Section 3.0, and the Voluntary Product Evaluation Template (VPAT) located in Appendix C as separate attachments must be received by e-mail no later than February 20, 2008 @ 3:00 p.m. EDT. If your e-mail is larger than 10 MB, you must send your submission under separate e-mails.

Electronic submissions must be e-mailed to:

Clyde Conrad  
Applications Development Manager  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
[Conrad@flcourts.org](mailto:Conrad@flcourts.org)

AND

Mandy Couch  
Information Systems Analyst  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
[couchm@flcourts.org](mailto:couchm@flcourts.org)

#### 4.8 Time Frames

If it is determined, that it is necessary to change any of these dates and times, the OSCA will issue an Addendum to this Proposal.

Distribute ITN to Prospective Vendors  
and Advertisement on SCS Web Site ..... December 21, 2007  
Deadline for Questions Regarding the ITN ..... January 23, 2008  
Deadline for Answers in Response to Questions ..... February 6, 2008  
Deadline for Submissions ..... February 20, 2008

#### **4.9 Posting**

The Respondent or Respondents selected for negotiations will be listed on the State Courts System website at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml), for a period of at least 72 hours.

#### **4.10 Addendum**

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, clarification or additional information shall be issued by the OSCA. Unless issued in writing by the OSCA, nothing shall be binding upon this ITN. All addendums will be posted on the State Court website at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](http://www.flcourts.org/gen_public/purchasing/index.shtml)

#### **4.11 Restrictions on Communications with Court Personnel**

Respondents shall not communicate with any State Courts System employee concerning this ITN, except for the contact person identified above. Violation of this requirement may result in the rejection of the submitted proposal.

#### **4.12 Sub-Contracting**

A Respondent who wishes to subcontract can only do so with prior approval of the OSCA. If approved, the Respondent will be fully accountable for any sub-contracted vendor's responsibilities and deliverables. The Respondent will define the sub-contracted vendor's scope of work as strictly defined in Appendix B, General Contract Conditions for Services.

#### **4.13 Independent Price Determination**

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

#### **4.14 Terms and Conditions**

This solicitation includes all terms and conditions contained in Appendix B, General Contract Conditions for Services.

## 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. shall apply to 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 responses accordingly.

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

- **Technical Specifications,**

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

**The Court objects to and shall 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, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.**

**4. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all Respondents will be able to view. Respondents shall not contact any other employee of the Court or the State for information with the respect to this solicitation. The Court shall 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 shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall 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 shall 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 shall 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 shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall 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 shall 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 shall 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 shall 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 shall electronically post a notice of intended award at [http://www.flcourts.org/gen\\_public/purchasing/index.shtml](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 shall 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 shall file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall 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 shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall 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, technically, 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 shall issue a notice of award, if any, to successful Respondent(s), however, no contract shall be formed between Respondent and the Court until the Court signs the Contract. The Court shall 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 shall 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 shall 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 shall be made in accordance with section 6.10 of the State Court System Purchasing Directives.**

## APPENDIX B

### Florida State Court System General Contract Conditions for Services

#### Contents

1. Definitions.
2. Invoicing and Payment.
3. Lobbying and Integrity.
4. Indemnification.
5. Limitation of Liability
6. Suspension of Work.
7. Termination for Convenience.
8. Termination for Cause.
9. Public Records Requirement
10. Americans with Disabilities Act
11. Section 508 Requirements
12. Force Majeure, Notice of Delay, and No Damages for Delay.
13. Scope Changes.
14. Renewal.
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.
24. Warranty of Ability to Perform.
25. Notices.
26. Modification of Terms.
27. Cooperative Purchasing.
28. Waiver.
29. Annual Appropriations.
30. Execution in Counterparts.
31. Severability.
32. Travel.
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.

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, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Court.

3. Lobbying and Integrity. The Contractor shall 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 shall 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 shall provide any type of information deemed relevant to the Contractor’s integrity or responsibility. Such information may include, but shall 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 shall 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 shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any cost of investigations that do not result in the Contractor’s suspension or debarment.

4. Indemnification. The Contractor shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall 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 shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor shall 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 shall 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 shall 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 shall 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 shall remove the product and refund the Court the amounts paid in excess of a reasonable rental for past use. The Court shall 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 if the Contractor fails to (1) provide deliverables within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, or regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. 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. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Court. 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.

## APPENDIX C

In order to facilitate the analysis of responses to this ITN, Respondents must complete the following Voluntary Product Evaluation Template (VPAT) in electronic format by clicking on the following link [http://www.flcourts.org/gen\\_public/purchasing/bin/ITN07-001-cc\\_VPAT.doc](http://www.flcourts.org/gen_public/purchasing/bin/ITN07-001-cc_VPAT.doc). The completed VPAT must be saved in Microsoft Word format and returned as a separate document than your proposal. The VPAT and the Respondent's proposal must be submitted at the same time.

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## FSCS Guide to Completing the Voluntary Product Evaluation Template (VPAT)

### Purpose:

This document will provide Vendors with instructions as to how they are expected to complete the Voluntary Product Evaluation Template (VPAT) for the Florida State Courts System (FSCS).

### Background:

During the 2006 Florida Legislative session, the Florida Legislature passed the Accessible electronic Information Technology Act (AeIT) regarding access for persons with disabilities to electronic information and information technology. The AeIT Act was incorporated into sections 282.601 through 282.606, Florida Statutes. The Florida Department of Management Services adopted administrative rules for the development, procurement, maintenance, and use of accessible electronic information technology by governmental units in January 2007. These rules are published as Florida Administrative Code, Sections 60-8.001 through 60.8.004.

### How the Voluntary Product Evaluation Template (VPAT) is organized:

The Voluntary Product Evaluation Template (VPAT) consists of a long series of tables. The initial one, the **Summary Table**, is used to provide a sense of your product's **overall** "level-of-compliance" with the Florida Statutes 282.601 – 282.606 and Florida Administrative Code Sections 60-8.001- 60-8.004. Subsequently, the **Detail Tables** contain the detailed subparagraphs of each section of the rules. It is within these **Detail Tables** that you will define how your product **does** or **does not** comply with a specific requirement.

### Understanding the columns

Use the following to understand the use of the three columns in both the Summary Table and the individual Detail Tables:

#### Summary Table

Column Name	Use
<b>Criteria:</b>	Describes Section 60-8.002 of the Florida Administrative Code (F.A.C.).
<b>Supporting Features:</b>	To <b>Enter</b> information summarizing a product's overall "level-of support" for the corresponding Subpart or, when appropriate, to specify <b>Not Applicable</b> .
<b>Remarks/Explanations:</b>	To <b>Enter</b> general comments regarding a product's overall "level-of-compliance" with the <b>Applicable</b> Subpart.

#### Detail Tables

Column Name	Use
<b>Criteria:</b>	Describes a specific guideline that a Subpart is composed of.
<b>Supporting Features:</b>	To <b>Enter</b> information summarizing a product's "level-of-support" for a specific guideline.

<b>Remarks/Explanations:</b>	To <b>Enter</b> detailed information on how the product <b>did</b> or <b>did not</b> support a specific guideline.
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**What information do I enter in columns 2 and 3?**

The **Supporting Features** and **Remarks/Explanations** columns are used to document exactly how a product **did** or **did not** meet the Section 60-8.002, F.A.C. Standards. In order to promote consistency in Vendor responses, which will ensure a quicker review process by FSCS's contracting and procurement officials, we encourage you to answer these columns in the following manner:

<b>Supporting Features (second column on 508 Evaluation Template)</b>	
<b>Language</b>	<b>Description</b>
<b>Supports</b>	Product <b>FULLY meets</b> the letter and intent of the Criteria.
<b>Supports with Exceptions</b>	Product <b>does not ENTIRELY</b> meet the letter and intent of the Criteria, but does provides some level of access.
<b>Supports through Equivalent Facilitation</b>	Product provides <i>alternative</i> methods to <b>meet</b> the intent of the Criteria.
<b>Does not Support</b>	Product <b>does not</b> meet the letter or intent of the Criteria.
<b>Not Applicable</b>	The Criteria <b>does not</b> apply to the product.

<b>Remarks &amp; Explanations (third column on Evaluation Template)</b>	
<b>If 2<sup>nd</sup> column states...</b>	<b>Then...</b>
<b>Supports</b>	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria.
<b>Supports with Exceptions</b>	List exactly <b>what</b> features of the product <b>do</b> meet and describe <b>how</b> they are used to support the Criteria.  <b>AND</b> List exactly <b>what</b> parts of the product <b>do not</b> meet and describe <b>how</b> they fail to support the Criteria.
<b>Supports through Equivalent Facilitation</b>	List exactly <b>what other</b> methods exist in the product and describe <b>how</b> they are used to support the Criteria.
<b>Supports when combined with Compatible Assistive Technology</b>	Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a

	compatible screen reader (commonly used assistive technology for people who are blind).
<b>Does not Support</b>	Describe exactly <b>how</b> the product <b>does not</b> support the Criteria.
<b>Not Applicable</b>	Describe exactly <b>why</b> the criteria is not applicable to the product.
<b>Not Applicable -- Fundamental Alteration Exception</b>	Use this language when you determine a Fundamental Alteration to the product would be required to meet the Criteria (see the Access Board standards for the definition of “fundamental alteration”). Explain why supporting this criteria would result in a fundamental alteration of the product.

## Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT):

To begin the process of completing the Voluntary Product Evaluation Template (VPAT), you should enlist the services of your company's technical specialist for the product being offered for purchase. The reason for this is because FSCS requires a measure of technical detail in your responses. Once you've enlisted their assistance:

- 1) Determine which sections of the **Technical Standards (Subsections 60-8.002(1)(a) – (f), F.A.C.)** apply to your product. In some cases more than one set of Technical Standards will apply.
- 2) Keep in mind that you must **always** complete the **Information, Documentation, and Support sections (Subsections 60-8.002(3)(a) – (c), F.A.C.)** of the Voluntary Product Evaluation Template (VPAT).
- 3) Fill out the **Functional Performance Criteria (Subsections 60-8.002(2)(a) – (f), F.A.C.)** if you are claiming Equivalent Facilitation. Equivalent Facilitation must yield equal or greater access.
- 4) For each section that applies, determine if your product does or does not meet the specific Criteria elements.
- 5) Document exactly **how** your product **did** or **did not** meet the applicable standard.
  - If your product **supports** the standard, provide detailed examples of **what** accessibility features exist and **how** they are used to support the standard.
  - If your product **does not support** the standard, your product can comply with accessibility rules by providing an innovative solution, as long as the feature performs in the same manner as it does for any other user.
  - If your product **does not** possess an **innovative, non-traditional way** of complying with to the standard, provide detailed examples of exactly **how** the product **did not** meet the standard.
- 6) Once you have documented in the **Detail Tables** exactly how your product **did** or **did not** meet the standard, return to the **Summary Table** and document the product's overall "level-of-conformance" in each of the applicable sections.
- 7) Please keep in mind that it is the Vendor's responsibility to maintain the integrity of the data on the Voluntary Product Evaluation Template (VPAT). The information provided on your Voluntary Product Evaluation Template (VPAT) is considered to be a self-representation unless expressly affirmed otherwise.
- 8) When responding to any FSCS request for proposals, invitation to negotiate, or invitation to bid on electronic and information technology products, the Vendor must submit a completed and up-to-date Voluntary Product Evaluation Template (VPAT) with the submission. Proposals without an attached completed Voluntary Product Evaluation Template (VPAT) will be disqualified from competition, unless otherwise indicated in the invitation or request.

## Voluntary Product Evaluation Template (VPAT)

**Date:**

**Name of Product:**

**Contact for more Information:**

**Summary Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 60-8.002(1)(a) Software Applications and Operating Systems		
Section 60-8.002(1)(b) Web-based internet information and applications		
Section 60-8.002(1)(c) Telecommunications Products		
Section 60-8.002(1)(d) Video and Multi-media Products		
Section 60-8.002(1)(e) Self-Contained, Closed Products		
Section 60-8.002(1)(f) Desktop and Portable Computers		
Section 60-8.002(2) Functional Performance Criteria		
Section 60-8.002(3) Information, documentation, and support.		

**Section 60-8.002(1)(a) Software Applications and Operating Systems Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
1. When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		

<p>2. Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</p>		
<p>3. A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.</p>		
<p>4. Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p>		
<p>5. When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.</p>		
<p>6. Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.</p>		
<p>7. Applications shall not override user selected contrast and color selections and other individual display attributes.</p>		
<p>8. When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.</p>		

9. Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10. When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11. Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12. When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

<b>Section 60-8.002(1)(b) Web-based Internet information and applications Detail Table</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
1. A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
2. Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
3. Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
4. Documents shall be organized so they are readable without requiring an associated style sheet.		
5. Redundant text links shall be provided for each active region of a server-side image map.		

6. Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
7. Row and column headers shall be identified for data tables.		
8. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
9. Frames shall be titled with text that facilitates frame identification and navigation.		
10. Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
11. A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
12. When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
13. When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 60-8.21(a) through (l).		
14. When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
15. A method shall be provided that permits users to skip repetitive navigation links.		

16. When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
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**Section 60-8.002(1)(c) Telecommunications Products Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
1. Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
2. Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
3. Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
4. Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
5. Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		

<p>6. For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>		
<p>7. If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>		
<p>8. Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>		
<p>9. Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>		
<p>10. Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.</p>		
<p>11.a. Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.</p>		
<p>11.b. Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.</p>		

<p>11.c. Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.</p>		
<p>11.d. Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>		

**Section 60-8.002(1)(d) Video and Multi-media Products Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
<p>1. All analog television displays 13 inches and larger, and computer equipment that include analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.</p>		
<p>2. Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.</p>		

3. All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
4. All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
5. Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

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**Section 60-8.002(1)(e) Self-Contained, Closed Products Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
1. Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
2. When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
3. Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 60-8.002(1)(c)11.a.-d.,F.A.C.		
4. When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		

<p>5. When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>		
<p>6. When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>		
<p>7. Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>		
<p>8. When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.</p>		
<p>9. Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>		
<p>10.a. Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.</p>		

<p>10.b. Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.</p>		
<p>10.c. Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.</p>		
<p>10.d. Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.</p>		

**Section 60-8.002(1)(f) Desktop and Portable Computers Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
<p>(a) All mechanically operated controls and keys shall comply with 60-8.23 (k) (1) through (4).</p>		
<p>(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 60-8.23 (k) (1) through (4).</p>		
<p>(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</p>		

(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.		
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**Section 60-8.002(2) Functional Performance Criteria Detail Table**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		
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<b>Section 60-8.002(3) Information, documentation, and support Detail Table</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.		