

OSCA 24-02269 Digital Sound Recording Systems

**OFFICE OF STATE COURTS ADMINISTRATOR****P.O. Box 104480****JEFFERSON CITY, MO 65110-4480****RFP NO. OSCA-24-02269****TITLE: Digital Sound Recording Systems****ISSUE DATE: March 5, 2024****CONTACT: Trish Adamson****PHONE NO.: 573-526-8818****EMAIL: osca.contracts@courts.mo.gov****RETURN PROPOSAL NO LATER THAN: April 10, 2024****SUBMISSION INSTRUCTIONS:****Return proposal either electronically to osca.contracts@courts.mo.gov or to:****(U.S. Mail)**

Office of State Courts Administrator or

Attn: Contracts Section

P.O. Box 104480

Jefferson City MO 65110 - 4480

(Courier Service)

Office of State Courts Administrator

Attn: Contracts Section

2112 Industrial Drive

Jefferson City MO 65109

CONTRACT PERIOD: May 10, 2024 through May 9, 2025**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:****Various locations throughout the state of Missouri**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of the Request for Proposal. The offeror further agrees that when this proposal is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the contractor and the Office of State Courts Administrator.

SIGNATURE REQUIRED

DocuSigned by: Authorized Signature 		Date April 10, 2024
Printed Name Jennifer Smith		Title CFO
Company Name Northland Business Systems – DBA BusComm		
Mailing Address 2055 Craigshire Road, Suite 210C		
City, State, Zip St. Louis, MO 63146		
Telephone Number 314-567-7755	Facsimile 314-567-0863	Email Address: jsmith@northlandsys.com

NOTICE OF AWARD (OSCA USE ONLY)

Accepted by Office of State Courts Administrator as follows		As submitted.
Contract Number OSCA 24-02269-03	Contract Period May 10, 2024 to May 9, 2025	
Contracts Section /s/Trish Adamson	DATE 04/26/2024	Deputy State Courts Administrator

OFFICE OF STATE COURTS ADMINISTRATOR
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the Office of State Courts Administrator (OSCA). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Contact** means the contract staff member of OSCA.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by OSCA to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Offeror** means the supplier, vendor, contractor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- o. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
- p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the state of Missouri.
- q. **Shall** has the same meaning as the word must.
- r. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

1.0 INTRODUCTION 1.1 Purpose

This document constitutes a request for proposals from prospective vendors to establish contracts for a qualified vendor list with the Office of State Courts Administrator (hereinafter referred to as “OSCA”). These contracts are to provide digital sound recording system equipment, installation, upgrades, replacement parts and maintenance to the FTR (For the Record) Gold digital sound recording system (hereinafter referred to as “FTR”) as requested by OSCA or the courts as set forth herein. Due to the courts' substantial investment in the current system, systems other than FTR will not be considered.

Understood

1.2 Background Information

Under the supervision and direction of the Supreme Court of Missouri, OSCA provides administrative support to all Missouri courts as they endeavor to deliver fair, effective and expeditious justice to the citizens of this state. OSCA is seeking to establish a qualified vendor list for the acquisition of equipment, software, installation services and maintenance services. It is highly desirable for the system to be integrated with the court public address system. Any such integration must not compromise the integrity of the recording. Individual courts and OSCA must be able to purchase off the established contracts.

Understood

- 1.2.1 Circuit courts are located in all 114 counties of the state and in the independent city of St. Louis. A circuit or associate circuit judge presides over each division of the Circuit Court; there is at least one associate circuit judge in each county. Commissioners may also hear certain types of proceedings.

Understood

- 1.2.2 Section 478.072, RSMo, provides

1. “In any case assigned to an associate circuit judge to be heard upon the record as authorized by law, the associate circuit judge shall utilize electronic, magnetic, or mechanical sound, or video recording devices, or a court reporter, or a stenographer for the purpose of preserving the record. The method of preserving the record in each such assigned case shall be specified by the assigning judge at the time he enters his order of assignment. Electronic, magnetic, or mechanical recording devices shall be approved by the office of state courts administrator prior to their utilization by any associate circuit judge.”
2. “The supreme court shall by order prescribe necessary and proper forms and procedures in addition to those specified herein.”
3. “Any circuit judge serving as judge of a probate division of the circuit court may also preserve the record in his court by using such approved electronic, magnetic, or mechanical recording devices.”

Understood

- 1.2.3 Proceedings heard by commissioners are also recorded by “electronic, magnetic or mechanical devices.”

Understood

- 1.2.4 While the state pays the salaries of judges and other court staff, court operating expenses are the responsibility of the local jurisdictions. As a consequence, there are considerable variations in facilities and

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equipment. Some court functions are performed in new or remodeled buildings where the electrical systems meet current standards, sound recording equipment has recently been purchased and courtroom acoustics are good. In other situations, the buildings are historic, wiring is less than desirable, the sound recording equipment is not fully functional and the courtroom acoustics are challenging for the purpose of sound recording.

Understood

- 1.2.5 Primary court operations are located in the justice center or the courthouse, which is located in the county seat of each county. A few counties maintain courthouses in more than one city in the county, e.g., Jasper County with courthouses in Joplin and Carthage, and Jackson County with courthouses in Kansas City and Independence. It is not uncommon for the county to maintain court facilities in the courthouse as well as in a separate facility or an annex.

Understood

- 1.2.6 The number of judges and court staff working in each county vary considerably. Judges and staff in larger jurisdictions typically specialize, i.e., the judges handle certain types of cases and the staff have a limited range of duties, which may include running the sound recording equipment and producing the log. Some of the smaller counties have only one judge who hears a wide variety of cases. These smaller counties may have no more than three to four clerical staff working in the court, all of whom have a wide range of responsibilities, only one aspect of which may be running the sound recording equipment.

Understood

- 1.2.7 Transcription of the recording is required on appealed cases, guilty pleas, parole revocations, preliminary hearings involving homicide and on proceedings where a judge has requested a written transcript as an aid in rendering a decision. Preparation of the transcripts must be both timely and accurate. Most appellate transcripts are due within 90 days of the filing of the notice of appeal. Appellate cases involving the custody of a juvenile are due within 30 days from the filing of the notice of appeal. Transcripts must be certified by either an official court reporter or by OSCA.

Understood

- 1.2.8 Missouri Judiciary is currently utilizing an automated case management system. An interface between this automated system and FTR may be desired in the future.

Understood

- 1.2.9 Prospective offerors are encouraged to review this RFP thoroughly, including all requirements, terms, conditions, to ensure the submission of a timely and responsive proposal. Although an attempt has been made to provide accurate and up-to-date information, OSCA does not warrant nor represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

Understood

- 1.2.10 Offerors and their agents (including employees, subcontractors, consultants or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to the OSCA contact indicated on the first page of this RFP. Offerors and their agents shall not contact any other OSCA employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

Understood

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1.3 APPLICABLE LAWS AND REGULATIONS

1.3.1 The contract shall be construed according to the laws of the state of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

Understood

1.3.2 To the extent that a provision of the contract is contrary to the Constitution or laws of the state of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in full force and effect.

Understood

1.3.3 The contractor must be registered and maintain good standing with the Missouri Secretary of State and other regulatory agencies, as may be required by law or regulations. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by OSCA. The compliance to conduct business in the state shall include but not necessarily be limited to:

1. Registration of business name (if applicable);
2. Certificate of authority to transact business/certificate of good standing (if applicable);
3. Offeror taxes up to date (e.g., city/county/state/federal);
4. State and local certifications (e.g., professions/occupations/activities);
5. Licenses and permits (e.g., city/county license, sales permits); and/or
6. Insurance (e.g., worker's compensation/unemployment compensation).

Understood

1.3.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

Understood

1.3.5 The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

Understood

2.0 OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

2.1 It is the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise OSCA if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the contact from OSCA. Such email, fax, or phone communication should be received at least 10 calendar days prior to the official proposal end date.

Understood

2.2 Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore,

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vendors are advised that unless specified elsewhere in the RFP, any questions received less than 10 calendar days prior to the RFP end date may not be answered.

Understood

2.3 Vendors are cautioned that the only official position of the state of Missouri is that which is issued by OSCA in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

Understood

2.4 OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation may be referred to the Missouri Attorney General's Office for appropriate action.

Understood

2.5 OSCA reserves the right to officially amend or cancel an RFP after issuance. It is the sole responsibility of the vendor to monitor emails and the OSCA website to obtain a copy of the addendum(s).

Understood

3.0 PREPARATION OF PROPOSALS

3.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

Understood

3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

Understood

3.3 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer.

Understood

3.4 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

Understood

3.5 Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.

Understood

3.6 Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

Understood

4.0 SUBMISSION OF PROPOSALS

- 4.1 Vendors may submit proposals electronically or by hard copy pursuant to the submission instructions on the cover sheet of this RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. It is the responsibility of the vendor to ensure their proposal is in the OSCA office no later than the end date and time specified in the RFP.

Understood

- 4.2 A proposal submitted electronically by a vendor may be retracted electronically prior to the official end date and time. A proposal which has been delivered to the OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail or email which has been received by OSCA prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone requests to withdraw a proposal will not be honored.

Understood

- 4.3 When submitting a proposal, the vendor indicates acceptance of all RFP requirements, terms and conditions by signing the cover page (electronic signatures are acceptable).

Understood

- 4.4 Organization of proposal: In order to provide optimal readability of the proposal by evaluators, offerors are strongly encouraged to organize their proposals as follows:

1. Transmittal letter
2. RFP/Amendments - Signed RFP and RFP Amendment Cover Pages;
3. Exhibit A - Pricing Page;
4. Exhibit B – Contractor's References;
5. Exhibit C - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
6. Exhibit D - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization;
7. Exhibit E - Miscellaneous Information.

Understood

- 4.5 The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP that the RFP shall govern. Taking exception to OSCA's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.

Understood

- 4.6 It is highly desirable the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. OSCA is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

5 Understood

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5.0 EVALUATION/AWARD

5.1 Any clerical error in a proposal, apparent on its face, may be corrected by the OSCA contact before contract award. Upon discovering an apparent clerical error, the OSCA contact shall notify the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; or 2) an obvious mistake in designation of unit. OSCA has no obligation to identify or correct potential clerical errors in proposals.

Understood

5.2 Any pricing information submitted by a vendor shall be subject to evaluation if deemed by OSCA to be in the best interest of the Missouri Judiciary.

Understood

5.3 The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the state of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the state of Missouri.

Understood

5.4 OSCA anticipates making multiple contract awards to vendors as a result of this RFP such that a contract entered into as a result of this RFP may not be exclusive. OSCA reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by OSCA based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Missouri Judiciary

Understood

5.5 Awards may be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, experience with the vendor, expertise of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with applicable Missouri statutes, and all applicable Executive Orders.

Understood

5.6 Offerors are cautioned that OSCA will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless OSCA exercises its sole option to negotiate the respective proposal(s) and the offeror resolves the non-compliant issue. In the event all vendors fail to meet the same mandatory requirement in an RFP, OSCA reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OSCA reserves the right to waive any minor irregularity or technicality found in any individual proposal.

Understood

5.7 OSCA reserves the right to reject any and all proposals.

Understood

5.8 When evaluating a proposal, OSCA reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.

Understood

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5.9 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

Understood

5.10 Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

Understood

5.11 Any award of a contract shall be made by notification from OSCA to the successful vendor.

Understood

5.12 Pursuant to section 610.021, RSMo, proposals and related documents will not be available for public review until after a contract is executed or all proposals are rejected.

Understood

5.13 Vendors who indicate an email address with their proposal and related documents will be notified of the award results via email.

Understood

5.14 OSCA reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

Understood

5.15 Any proposal award protest must be received within (10) ten business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

Understood

5.16 The final determination of contract(s) award shall be made by OSCA.

Understood

6.0 CONTRACTUAL REQUIREMENTS

6.1 Entire Agreement: the binding contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Understood

6.1.1 A binding contract shall consist of:

1. The RFP, Exhibits, Attachments, and amendments (if applicable). All Exhibits and Attachments included in the RFP are incorporated into the contract by this reference;
2. The Best and Final Offer (BAFO) request(s) with RFP changes/additions (if applicable);
3. The contractor's proposal including the contractor's BAFO;
4. Clarifications of the proposal, if any; and
5. OSCA's acceptance of the proposal by "notice of award."

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Understood

- 6.1.2 By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

Understood

- 6.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the offeror and OSCA or by a modified purchase order prior to the effective date of such modification. The offeror expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from OSCA, acts and oral communications by or from any person, may be used or construed as an amendment or modification to the contract.

Understood

- 6.1.4 A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the contractor must receive a properly authorized purchase order.

Understood

- 6.1.5 Agency and/or cooperative procurement end users of this contract may place orders under this contract in accordance with the stated procedures, provided such orders do not change the contract terms and conditions.

Understood

- 6.1.6 OSCA does not guarantee any minimum or maximum amount of services that may be required under the contract.

Understood

6.2 Contract Period

- 6.2.1 The original contract period will be from May 10, 2024, through May 9, 2025. The contract does not bind, nor purport to bind, OSCA for any contractual commitment in excess of the original contract period.

Understood

6.3 Renewal Options

- 6.3.1 OSCA has the right, at its sole discretion, to renew the contract for up to five (5) additional one-year periods or any portion thereof. In the event OSCA exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

Understood

- 6.3.2 If the option for renewal is exercised, OSCA will request prices for services on the pricing page for the upcoming renewal period. This request will be sent to contractor no later than sixty days prior to the end of the contract period.

Understood

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6.4 Contract extension

6.4.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, OSCA reserves the right to extend the contract. If exercised, the extension will be for a reasonable period as mutually agreed to by OSCA and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

Understood

6.4.2 The contractor agrees and understands that the state of Missouri reserves the right to bid out any future upgrades and/or replacements.

Understood

6.5 Contract Price

6.5.1 The contractor agrees to provide products and services at the firm-fixed prices, rates and percentages ranges as indicated on Exhibit A – Pricing Page. Neither OSCA nor a county will pay, nor be liable for any additional costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Understood

6.5.2 Separate or additional travel expense payments and/or reimbursements will not be made to the contractor for providing services. The contractor's travel expenses are required to be reflected in the firm fixed price total amount.

Understood

7.0 PRODUCTS AND SERVICE 7.1 Requirements

7.1.1 Remote access to any equipment is prohibited without prior written approval from OSCA Information Technology.

Understood

7.1.2 OSCA and the local courts have the authority to copy, reuse or repackage any products or materials provided.

Understood

7.2 FTR Gold Digital Sound Recording

OSCA and/or the courts may purchase new FTR equipment and software. Contractors must be able to provide new products, installation and ensure proper operation.

Understood

7.2.1 The FTR Gold digital sound recording system must:

1. Record the court's proceedings and store the recording in a digital format;
2. Perform redundancy for storage of recordings using RAID (redundant array of independent disks), or NAS (network attached storage) devices;
3. Time-stamp recordings in increments no greater than one second;
4. Record at least four (4) channels;

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5. Provide for input from a minimum of four (4) microphones positioned to capture a high quality of sound from the judge's bench, the witness stand, the counsel table for the plaintiff/petitioner and the counsel table for the defendant/respondent; and
6. Contain radio frequency suppression circuits and/or shielding guaranteed to prevent pickup of radio frequency interference.

Understood

- 7.2.2 New equipment must be provided. Refurbished equipment is not acceptable.

Understood

- 7.2.3 All software must be compatible with Microsoft™ Windows 10.

Understood

7.3 Installation

- 7.3.1 Many of Missouri's courthouses are historic and as such, installations must not impede on the historical aspect of the building. Installations must be appropriate for the building. All wiring must meet appropriate building codes, any applicable historic building requirements, and be neat in appearance to the extent it is visible. Where possible, wires will be run in walls and ceilings. Where not possible, the contractor must secure the approval of the court before installing the wiring, then install the wiring using conduit and/or raceway/wall track.

Understood

- 7.3.2 Installation must include all necessary equipment and hardware as well as microphones and wiring as agreed in the Project Assessment Quote.

Understood

- 7.3.3 Mixers may be mounted under a desk/work surface.

Understood

- 7.3.4 Before installation, contractor shall list restrictions, if any, for integrating the recording system into an existing sound reinforcement system in the courtroom.

Understood

- 7.3.5 Ensure the quality of the signal is acceptable in general trial, voir dire and bench conference situations. OSCA alone will make the final determination of acceptable quality.

Understood

- 7.3.6 Inform OSCA of implemented and future enhancements and/or upgrades.

Understood

7.4 Hardware Training

- 7.4.1 It is highly desirable the contractor provide on-site, hands-on training for all hardware installed to a minimum of two (2) people per courthouse, following installation and testing of the system. This shall include reference materials and phone numbers to call with questions.

Understood**7.5 Support/Maintenance**

7.5.1 A help desk shall be available via a toll-free telephone number and via e-mail from 7:00 am to 6:00 pm central time. Each equipment/software maintenance contractor shall:

1. Provide copies of the maintenance agreement to the court and OSCA;
2. Respond to hardware issues within two (2) business days;
3. Notify court what steps will need to be done to resolve the problem and provide a time frame; and
4. Notify OSCA prior to providing on-site maintenance at the court.

Understood

7.5.2 If the contractor's maintenance and support proposal assumes that court personnel will be responsible for any preliminary system diagnostics, include a detailed description of those expectations along with the contractor's proposed plan for transferring this knowledge to court personnel.

Understood

7.5.3 The courts and OSCA desire the option for some existing equipment to be covered by a maintenance agreement. Attach copies of annual maintenance agreements that cover the recording system including limitations due to age of equipment/software. Please include how the determination is made on whether equipment/software will be covered by a maintenance agreement. These documents must clearly delineate the products and services that are included and excluded from the agreement.

Understood**7.6 Software Licensing**

7.6.1 The contractor promises to grant a perpetual, permanent, user-based software license in which no other fees beyond this single payment are required in order to use the proposed software indefinitely. It is highly desirable that the contractor grants a perpetual, permanent non-CPU specific site license. The contractor hereby warrants that it has the right to grant said license to OSCA, and on the request of OSCA, contractor will demonstrate to OSCA that contractor has the right to grant said license.

Understood

7.6.2 OSCA and/or the courts have the sole option to purchase maintenance or to decline maintenance. If the county or OSCA chooses to discontinue maintenance, the software would continue to be legally licensed for use.

Understood

7.6.3 Any language or provisions contained in any "shrink wrap" or "clickwrap" agreement are of no force or effect to the extent that any such provisions conflict with the terms of the contract.

Understood

7.6.4 OSCA will not permit the licensed products, pursuant to this contract, to be used by any other person, except for employees, agents or consultants of the Missouri Judiciary, who need to use the licensed products in the performance of their duties for the judiciary and who are authorized and enabled by the judiciary to access and utilize the licensed products. The judiciary acknowledges that the licensed products are proprietary and the intellectual property of FTR.

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Understood

7.6.5 It is also understood that the following conditions may result in an additional one-time license fee being required:

1. If there is a "major update" to the software, **ONLY IF:** the circumstances defining "major update" are detailed in the original proposal response, and it is clearly stated in the original proposal response that this will result in an additional license fee; or if the license is based on the number of users and that number changes.
2. The contractor agrees and understands that OSCA's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications may be made without the prior written approval of OSCA.

Understood

8.0 ASSIGNMENT

8.1 The contractor may not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OSCA. Any assignee or transferee must agree to be bound by all of the terms and conditions of the binding contract.

Understood

9.0 INVOICING AND PAYMENT

9.1 Missouri Judiciary does not pay state or federal taxes unless otherwise required under law or regulation.

Understood

9.2 The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

Understood

9.3 The state of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and may be returned at the contractor's expense.

Understood

9.3 Any late payment charges assessed by the contractor may not exceed the late payment charges set out by Section 34.055, RSMo

Understood

9.4 The state of Missouri reserves the right to purchase goods and services using the state OSCA card.

Understood

9.5 OSCA will only reimburse the contractor for services provided. Consultants and subcontractors will not be reimbursed directly.

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Understood

9.6 Immediately upon award of the contract, the contractor must register in, or have already registered as a vendor in MissouriBUYs, the statewide eProcurement system. To register, go to www.missouribuy.com and click on the "Register" tab at the top of the page. There are also resources there to help you if you have questions about registering. It is the contractor's responsibility to ensure the information is current.

Understood

9.7 The contractor shall submit a monthly invoice to OSCA identifying the contracted services at the address specified by OSCA. The invoice must state the dates of service provided to OSCA during the invoice period. Contractors will be paid the agreed upon compensation only after OSCA determines that the work has been completed to OSCA's satisfaction. The contractor must comply with all other invoicing requirements stated in the RFP.

Understood

10.0 DELIVERY

10.1 Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

Understood

11.0 INSPECTION AND ACCEPTANCE

11.1 Be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

Understood

11.2 All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to No equipment, supplies, and/or services received by an agency of the state pursuant to a contract will any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

Understood

11.3 The state of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

Understood

11.4 The state of Missouri's right to reject any unacceptable equipment, supplies, and/or services does not exclude any other legal, equitable or contractual remedies the state may have.

Understood

12.0 WARRANTY

12.1 The contractor expressly promises and warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by OSCA, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect; (6) shall be covered by a minimum two year warranty from the date of

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acceptance, and (7) malfunctioning or non-functioning parts or complete units will be replaced within two (2) business days of receipt of a service call.

Understood

12.2 Such warranty survives delivery and is not be deemed waived either by reason of the acceptance of or payment for said equipment, supplies, and/or services.

Understood

13.0 CONFLICT OF INTEREST

13.1 Elected or appointed officials or employees of the state of Missouri or any political subdivision thereof serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees will acquire any other contractual relationships which create such a conflict.

Understood

14.0 REMEDIES AND RIGHTS

14.1 No provision in the contract may be construed, expressly or implied, as a waiver by the state of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the state of Missouri of the contractor's default or breach of contract.

Understood

15.0 TERMINATION

15.1 In the event of material breach of the contractual obligations by the contractor, OSCA may cancel the contract. At its sole discretion, OSCA may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, unless OSCA agrees otherwise in writing.

Understood

15.2 If the contractor fails to cure the breach or if in OSCA's judgment circumstances demand immediate action, OSCA may issue a notice of cancellation terminating the contract immediately.

Understood

15.3 If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate and charge the contractor for any additional costs incurred thereby.

Understood

15.4 The offeror understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the state of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon OSCA for any period in which funds have not been appropriated and OSCA shall not be liable for any costs associated with termination caused by lack of appropriations.

Understood

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- 15.5 OSCA reserves the right to terminate the contract at any time, for the convenience of the Missouri Judiciary, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by OSCA pursuant to the contract prior to the effective date of termination.

Understood

16.0 CONTRACTOR LIABILITY

- 16.1 The contractor is responsible for all personal injury (including death) or property damage because of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save OSCA, its employees and assignees from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold OSCA, its employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed or supervised by the contractor under the terms of the contract.

Understood

17.0 OSCA LIABILITY

- 17.1 In no event shall OSCA be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages.

Understood

- 17.2 Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.

Understood

- 17.3 The contractor agrees that for any claim in tort or contract brought against OSCA that its damages are limited to no more than the total contract price.

Understood

18.0 NO ACTIONS, SUITS, OR PROCEEDINGS

- 18.1 The contractor warrants that there are no actions, suits or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor further warrants that it will notify OSCA immediately if it becomes aware of any action, suit or proceeding, pending or threatened will have material adverse effect on contractor's ability to fulfill the obligations under the contract.

Understood

19.0 WARRANTY OF CONTRACTOR CAPABILITY

- 19.1 The contractor warrants that it is financially capable of fulfilling all requirements of the contract and it is a validly organized entity and has the authority to enter into the contract. The offeror warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant or similar restriction from entering into the contract.

Understood

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20.0 INSURANCE

20.1 The contractor understands and agrees that OSCA does not save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising because of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

Understood

20.2 The contractor agrees to acquire and maintain adequate liability insurance in the form and amount sufficient to protect OSCA, its employees, its clients and the public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The contractor shall provide written evidence of the insurance to OSCA, upon written request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted within five (5) business days upon receipt of written request from OSCA. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, OSCA must be notified immediately.

Understood

21.0 OFFEROR STATUS

21.1 The offeror represents himself or herself to be an independent company offering such services to the general public and may not represent themselves or their employees to be an employee of the state of Missouri. Therefore, the offeror does assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold OSCA, its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Understood

22.0 SUBCONTRACTORS

22.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the offeror and OSCA and to ensure that OSCA is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between OSCA and the offeror. The offeror understands and agrees that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The offeror agrees and understands that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the offeror of the responsibility for providing the products/services as described and set forth herein. The offeror must obtain the approval of OSCA prior to establishing any new subcontracting arrangements and prior to changing subcontractors. The approval shall not be arbitrarily withheld.

Understood

22.2 The use of subcontractors shall be limited to circumstances in which the offeror determines a subcontractor's services are needed to fulfill the requirements of the contract, including the requirements of any specific OSCA project.

Understood

23.0 AUTHORIZED PERSONNEL

23.1 All of the contractor's employees, consultants, subcontractors, and assignees providing services to OSCA through this contract must be authorized to work in the united states in accordance with applicable federal and state laws and regulations. This includes, but not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIR) and INA) section 274A. if the contractor fails to comply, OSCA shall declare a breach of contract resulting in an immediate cancellation of the contract with no penalty to OSCA.

Understood

23.2 All of the contractor's employees, consultants, subcontractors, and assignees providing services to OSCA through this contract shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.

Understood

23.3 The offeror agrees to function as the single point of contact for OSCA, regardless of any subcontract arrangements. This shall include assuming responsibility and liabilities for all problems relating to all services provided.

Understood

24.0 COORDINATION

24.1 The contractor promises to fully coordinate all contract activities with the assigned OSCA staff. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the OSCA staff throughout the effective period of the contract.

Understood

25.0 CONTRACT MONITORING

25.1 OSCA reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If OSCA determines the contractor to be at high-risk for noncompliance, OSCA shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not be limited to, those conditions specified below:

- a. Withholding authority to proceed to the next phase of the project until OSCA receives evidence of acceptable performance within a given contract period;
- b. Requiring additional, more detailed financial reports or other documentation;
- c. Additional contract monitoring/project oversight;
- d. Requiring the contractor to obtain technical or management assistance; and/or
- e. Establishing additional prior approvals from OSCA.

Understood

26.0 CONTRACTOR RECORDS

26.1 The contractor promises to maintain financial records, accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles as well as other procedures specified herein.

Understood

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26.2 The contractor promises to make all records, books and other documents relevant to the contract available at reasonable times and in a format acceptable to OSCA, and/or its designees and/or the auditor of the state of Missouri during the term of the contract and for a period of five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which may arise as a result of the audit.

Understood

26.3 The contractor promises to permit governmental auditors and/or authorized representatives of the state of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers and records recording receipts and disbursements of any of the funds paid to the contractor pertaining to this contract. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by OSCA and shall be the sole responsibility of the contractor. The contractor may contest any such exception by any legal procedure they deem appropriate.

Understood

27.0 PERSONNEL

27.1 Individuals performing on-site installation and diagnostics must:

- a. Be certified by FTR;
- b. Must pass a Missouri State Highway Patrol criminal background check; and
- c. Coordinate all installations with OSCA.

Understood

27.2 The cost of background checks shall be the responsibility of the contractor. OSCA and/or the court reserve the right to deny access to areas of a courthouse as a result of the background check.

Understood

28.0 PROJECT ASSESSMENT QUOTATIONS

28.1 In the event a local court desires installation of products within the scope of this contract, the Project Assessment Quotation (PAQ) process shall be used. The PAQ shall be as follows:

STEP 1: PAQ Request

The court's designated project director will present a written request for each PAQ to the contractor in a standard format, request for PAQ. The court's request must explain in detail the scope of the project and the tasks the contractor is to perform, including applicable business and technical specifications.

STEP 2: Draft PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the court and the contractor) to each such PAQ request from the court's designated project director with a draft PAQ which provides a statement of cost and time, technical and strategic alternatives and solution recommendations.

STEP 3: Approval of Draft PAQ

If the draft PAQ is approved by the court's project director, the contractor must then prepare a final PAQ for submission to the court's project director for final approval.

STEP 4: Final PAQ

The contractor's final PAQ must include:

1. Contractor name and phone number;
2. Designated court's project director name and phone number;
3. Designated court's project director name and phone number;
4. Brief title of specific PAQ;
5. Final PAQ issue date;
6. A detailed itemization and description of all project tasks which shall be completed by the contractor;
7. A firm, fixed cost detailed completion schedule for each task/component of the project work;
8. Mutually agreed upon turnaround times, for the court's designated project director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved PAQ;
9. Mutually agreed upon milestones and deliverables for compensation of project cost for the contractor's work, including any mutually agreed upon holdback for specific deliverables and holdback release time frames for specified deliverable completion; and
10. Identification of the specific tasks within each component of the PAQ, which must be completed by the court's personnel.

Acceptance of the travel-related expenses stated in the final PAQ shall be contingent upon the travel expenses in accordance with Procedure 205.16, Financial Guidelines - [Purchasing Policy-Contractor Travel Policy](#). All travel related expenses; however, travel time from the contractor's office or residence to the court facility and travel time from the court facility to the contractor's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractors final PAQ.

STEP 5: Approval of Final PAQ

The contractor and the court's designated project director must indicate mutual acceptance of the PAQ by signing and dating the PAQ.

STEP 6: Authorization to Proceed/PAQ Project Work

An approved, final PAQ alone does not constitute authorization to proceed with project work. Before proceeding with the project work, the contractor must receive a properly authorized contract release order. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

STEP 7: Formal Acceptance of PAQ Project Work

Upon completion of all project work of a given PAQ, the contractor must notify the court's designated project director in writing and shall submit an invoice in accordance with the PAQ, approved by the court's designated project director. The court's project director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonably delayed or withheld by the court.

STEP 8: PAQ Cost Recovery for Contractor

Project cost for the PAQ project work shall be reimbursable upon formal acceptance by the court's project director in accordance with the milestones for compensation outlined in the PAQ.

Understood**29.0 OPEN RECORDS**

The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section 610.021, RSMo. The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

Understood**30.0 DEBARMENT CERTIFICATION**

The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit D with the proposal. This document must be satisfactorily completed prior to award of the contract.

Understood**31.0 FINAL DETERMINATION**

Any proposal which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, OSCA reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the offeror within the past five (5) years; (2) inability of the offeror to document responsible and reliable past performances similar to the services required; and/or (3) failure of the offeror to provide a reference(s) that OSCA finds satisfactory.

Understood

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EXHIBIT A - PRICING PAGE - FIRM FIXED FOR HARDWARE, SOFTWARE AND SERVICES

ITEM NO.	ITEM DESCRIPTION	QTY.	PURCHASE PRICE PER UNIT		ADDITIONAL MONTHLY MAINTENANCE PRICE PER UNIT AFTER WARRANTY		ADDITIONAL INSTALLATION CHARGE PER UNIT, IF ANY	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PSP00199GR600E	FTR Gold Recording Suite V6, includes FTR Reporter, FTR	1	\$3,450.00	3,450.00	Can be covered by FTR Support for Gold Recording Suite. See page. 27		N/A – See Below	
PreSonus Studio 1810c	Player, FTR Manager, FTR Log Notes							
	PreSonus Studio 1810c 18x8	1	524.94	524.94	Can by covered by Annual		N/A – See Below	
	USB Type-C Audio/MIDI Interface				GMS Agreement – Hardware and Software. See Pg. 27			
PHP02899HZ10ZN	External USB/Serial Clock	1	521.25	521.25	Can by covered by Annual		N/A – See Below	
	Display				GMS Agreement – Hardware and Software. See Pg. 27			
MX412DN	Gooseneck Microphone with base (requires cartridge)	4	246.25	985.00	Can by covered by Annual		N/A – See Below	
					GMS Agreement – Hardware and Software. See Pg. 27			
R183B	Omnidirectional Microphone	4	53.75	215.00	Can by covered by Annual		N/A – See Below	
	Cartridge				GMS Agreement – Hardware and Software. See Pg. 27			
Install – 4 Mic Room	Installation of One Courtroom (4 Mics, 4 Channel Mixer Room)	1	325.00	325.00	N/A		N/A	
GRAND				\$6,021.19		\$N/A		\$N/A

TOTALS:

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant OSCA the right to add or delete the quoted items and services at the same

price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that OSCA shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

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EXHIBIT A (continued) - PRICING PAGE - FIRM FIXED FOR OPTIONAL HARDWARE, SOFTWARE AND SERVICES

ITEM NO.	ITEM DESCRIPTION	PURCHASE PRICE PER UNIT	ADDITIONAL MONTHLY MAINTENANCE PRICE PER UNIT, AFTER WARRANTY	ADDITIONAL INSTALLATION CHARGE PER UNIT, IF ANY
PSP00199GR600E	FTR Gold Recording Suite V6, includes FTR Reporter, FTR Player, FTR Manager, FTR Log Notes	\$3,450.00	Can be covered by either GMS Option. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PSP00199GA720E	FTR Gold V7.2 Annotation Suite	\$193.75	Can be covered by either GMS Option. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PHP90688MT10ZE8	FTR/MOTU 8 Channel PRE USB Mixer	\$686.25	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PreSonus Studio 1810c	PreSonus Studio 1810c 18x8 USB Type-C Audio/MIDI Interface	\$524.94	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PreSonus Studio 1824c	PreSonus Studio 1824c 18x20 USB Type-C Audio/MIDI Interface	\$687.44	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
UA-1010Q	Roland OCTA-CAPTURE 8 Channel High Speed USB Audio Interface	\$799.99	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
NHA13698BZ10ZE	AC Adaptor for USB/Serial Clock	\$30.00	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
NHA13699BZ10ZE	FTR Serial Cable for External Clock	\$15.60	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PHP02899HZ10ZN	External USB/Serial Clock Display	\$521.25	Can by covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.

EXHIBIT A (continued) - PRICING PAGE - FIRM FIXED FOR OPTIONAL HARDWARE, SOFTWARE AND SERVICES

ITEM NO.	ITEM DESCRIPTION	PURCHASE PRICE PER UNIT	ADDITIONAL MONTHLY MAINTENANCE PRICE PER UNIT, AFTER WARRANTY	ADDITIONAL INSTALLATION CHARGE PER UNIT, IF ANY
AUDICUE-SYNC	FTR SYNC Recording Clock, Ethernet & PoE	\$521.25	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PHP01799HZ10ZE	USB Foot Control	\$71.25	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PHP00199HZ10ZN	Headset	\$23.75	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
MX412N	Gooseneck Microphone (requires cartridge)	\$178.75	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
MX412DN	Gooseneck Microphone with Base (requires cartridge)	\$246.25	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
MX393C	Flat Boundary Microphone	\$251.25	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
SM63	Shure Boundary Microphone	\$143.06	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
ATW-902A	Audio-Technica 9 VHF Wireless Handheld Microphone System	\$218.69	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
RK412WS – 4	Black-Snap-Fit Replacement Windscreens for Shure MX Series Microphones – Four Pack	\$82.00	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.

EXHIBIT A (continued) - PRICING PAGE - FIRM FIXED FOR OPTIONAL HARDWARE, SOFTWARE AND SERVICES

ITEM NO.	ITEM DESCRIPTION	PURCHASE PRICE PER UNIT	ADDITIONAL MONTHLY MAINTENANCE PRICE PER UNIT, AFTER WARRANTY	ADDITIONAL INSTALLATION CHARGE PER UNIT, IF ANY
MP892	Rubber Microphone Clip for Wired Microphones	\$6.19	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
DS7200B	Adjustable Height Desktop Microphone Stand (Black)	\$29.93	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
R183B	Omnidirectional Microphone Cartridge	\$53.75	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
R185B	Cardioid Microphone Cartridge	\$53.75	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
MS-42A	4-Channel Microphone Splitter	\$524.94	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
YXL119	6” Microphone Y-Cable Splitter	\$18.69	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
YXM121	6” Microphone Y-Cable Combiner	\$18.69	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
ACM3MI	Male XLR Connector	\$2.58	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
AC3FI	Female XLR Connector	\$2.58	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.
PHP91288TC10ZU	FTR Touch V6 with MOTU 8PRE USB Mixer	\$7,057.44	Can be covered by Annual GMS Agreement – Hardware and Software. See Pg. 27	N/A – Install service will be quoted via the PAQ procedure outlined in Section 28.0 of contract.

EXHIBIT A (continued) - PRICING PAGE - FIRM FIXED FOR OPTIONAL HARDWARE, SOFTWARE AND SERVICES

ITEM NO.	ITEM DESCRIPTION	PURCHASE PRICE PER UNIT	ADDITIONAL MONTHLY MAINTENANCE PRICE PER UNIT, AFTER WARRANTY	ADDITIONAL INSTALLATION CHARGE PER UNIT, IF ANY
Install – 4 Mic Room	Installation of One Courtroom (4 Mics, 4 Channel Mixer Room)	\$325.00	N/A	N/A
Install – 6 Mic Room	Installation One Courtroom (6 Mics, 8 Channel Mixer Room)	\$425.00	N/A	N/A
GMS – Hardware and Software	CONTINUATION OF EXISTING Annual Guaranteed Maintenance Service Agreement – Hardware and Software – per courtroom	\$505.44	N/A	N/A
GMS – Software Only	CONTINUATION OF EXISTING Annual Guaranteed Maintenance Service Agreement – Software – per courtroom	\$166.29	N/A	N/A

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant OSCA the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that OSCA shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

EXHIBIT A (continued) PRICING PAGE - OTHER COSTS

The offeror must state below, under required, the costs for additional materials, services, supplies, and/or other one-time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the offeror if awarded a contract, at no more than indicated. The offeror may list any related optional other prices where indicated below.

ITEM NO.	DESCRIPTION	PRICE	UNIT OF MEASURE	COMMENTS
REQUIRED OTHER COSTS:				
	Move/Add/Change (Labor – Normal Business Hours)	\$150.00	Hour	
	Move/Add/Change (Labor – After Hours)	\$225.00	Hour	
	Move/Add/Change (Labor – Sunday/Holiday)	\$300.00	Hour	
	Service (Customers with No Maintenance) – Normal Business Hours	\$150.00	Hour	
	Service (After Hours)	\$225.00	Hour	
	Service (Sunday/Holiday)	\$300.00	Hour	
	Training Class – 2 Hour – IT Staff or Transcriptionist	\$350.00	Each	
OPTIONAL OTHER COSTS:				

EXHIBIT B
CONTRACTOR'S REFERENCES

1. Company Name: U.S. Bankruptcy Court
2. Contact Name: Lowell Smith
3. Contact's Title: Information Technology
4. City: St. Louis State: MO
5. Telephone Number and Area Code: 314-244-4706
6. Description of Hardware/Software Furnished: FTR Gold in 7 Courtrooms
7. Availability status if contact is requested by the evaluation team: Please call for availability
=====
1. Company Name: Administrative Office of the Illinois Court
2. Contact Name: Skip Robertson
3. Contact's Title: Assistant Director - JMIS
4. City: Springfield State: IL
5. Telephone Number and Area Code: 217-785-3906
6. Description of Hardware/Software Furnished: FTR Gold in 300+ Courtrooms
7. Availability status if contact is requested by the evaluation team: Please call for availability
=====
1. Company Name: Illinois House of Representatives
2. Contact Name: Joan Daley
3. Contact's Title: Transcription Supervisor
4. City: Springfield State: IL
5. Telephone Number and Area Code: 217-782-1038
6. Description of Hardware/Software Furnished: FTR Gold in 7 Courtrooms
7. Availability status if contact is requested by the evaluation team: Please call for availability

EXHIBIT C Digital Sound Recording Systems

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this proposal, the offeror is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The offeror shall provide immediate written notice to the person to which this proposal is submitted if at any time the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The offeror agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The offeror further agrees by submitting this proposal, it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a software of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT C (continued)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this proposal.

Jennifer Smith, CFO

Name and Title of Authorized Representative

DocuSigned by:

A88EC25B9ED2400...
Signature

April 10, 2024

Date

**EXHIBIT D Digital Sound Recording Systems
Business Entity Certification, Enrollment Documentation and
Affidavit of Work Authorization**

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B below.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (*Company/Individual Name*) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

1. I am a self-employed individual with no employees; **OR**
2. The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*RFP Number*) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then _____ (*Company/Individual Name*) shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

EXHIBIT D, continued

Authorized Representative's Name Authorized Representative's Signature

Please Print)

EXHIBIT D (continued)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Northland Business Systems dba BusComm (*Business Entity Name*) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

DocuSigned by:

Jennifer Smith

A88EC25B9ED2400...

Jennifer Smith

Authorized Business Entity Representative's Name
 Representative's Signature
 (Please Print)

Northland Business Systems dba BusComm

April 10, 2024

Business Entity Name Date

As a business entity, the vendor must:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

EXHIBIT D (continued)**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jennifer Smith (Name of Business Entity Authorized Representative) as CFO (Position/Title) first being duly sworn on my oath, affirm Northland Business Systems dba BusComm (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to 24-02269 Digital Sound Recording Systems RFP (RFP Number) for the duration of the contract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that BusComm Incorporated (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 24-02269 Digital Sound Recording Systems RFP (RFP Number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

DocuSigned by: <u>Jennifer Smith</u> AS8EC25B9ED2400	<u>Jennifer Smith</u>
Authorized Representative's Signature	Printed Name
<u>CFO</u>	<u>April 10, 2024</u>
Title	Date

Subscribed and sworn to before me this 10th of April, 2024 I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of St. Charles, state of
(NAME OF COUNTY)
Missouri, and my commission expires on February 3, 2025
(NAME OF STATE) (DATE)

<u>Susan Siegler</u>	<u>4/10/2024</u>
Signature of Notary	Date

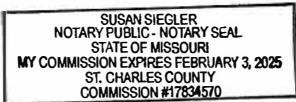


EXHIBIT E
Digital Sound Recording Systems
MISCELLANEOUS INFORMATION

Executive Order 04-09: Products and/or Services Provided Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u>X</u>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: _____ a. Unique good or service. - EXPLAIN: _____ _____ b. Foreign firm hired to market Missouri services/products to a foreign country. - Identify foreign country: _____ c. Economic cost factor exists - EXPLAIN: _____ _____ d. Offeror/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. - Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% - Specify what contract work would be performed outside the United States: _____		

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the state of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the state of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the state of Missouri or any political subdivision thereof:	N/A
If employee of the state of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A

Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the state of Missouri or political subdivision thereof:	<u>N/A</u> %
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EXHIBIT E (continued)**Contact Information**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator and Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION	
i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal	
NAME:	Susan Siegler
JOB TITLE:	Sales Support Administrator
PHONE:	314-567-7755
FAX #:	3147-567-0863
EMAIL:	ssiegler@buscomminc.com

CONTRACT COORDINATOR CONTACT INFORMATION	
i.e. person to be contacted for questions and other coordination activities regarding an awarded contract	
NAME:	Susan Siegler
JOB TITLE:	Sales Support Administrator
PHONE:	314-567-7755
FAX #:	314-567-0863
EMAIL:	ssiegler@buscomminc.com



OFFICE OF STATE COURTS ADMINISTRATOR
P.O. Box 104480
JEFFERSON CITY, MO 65110-4480

CONTRACT AMENDMENT 001

RFP NO. OSCA-24-02269

TITLE: Digital Sound Recording Systems

ISSUE DATE: April 2, 2024

CONTACT: Trish Adamson

PHONE NO.: 573-526-8818

EMAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: April 10, 2024

SUBMISSION INSTRUCTIONS:

Return proposal either electronically to osca.contracts@courts.mo.gov or to:

(U.S. Mail)

Office of State Courts Administrator or
 Attn: Contracts Section
 P.O. Box 104480
 Jefferson City MO 65110 - 4480

(Courier Service)

Office of State Courts Administrator
 Attn: Contracts Section
 2112 Industrial Drive
 Jefferson City MO 65109

CONTRACT PERIOD: May 10, 2024 through May 9, 2025

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Various locations throughout the state of Missouri

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of the Request for Proposal. The offeror further agrees that when this proposal is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the contractor and the Office of State Courts Administrator.

SIGNATURE REQUIRED

DocuSigned by: Authorized Signature 		Date April 10, 2024
Printed Name Jennifer Smith		Title CFO
Company Name Northland Business Systems - DBA BusComm		
Mailing Address 2055 Craigshire Road, Suite 210C		
City, State, Zip St. Louis, MO 63146		
Telephone Number 314-567-7755	Facsimile Number 314-567-0863	Email Address jsmith@northlandsys.com

NOTICE OF AWARD (OSCA USE ONLY)

Accepted by Office of State Courts Administrator as follows As submitted.		
Contract Number osca 24-02269-03		Contract Period May 10, 2024 to May 9, 2025
Contracts Section /s/Trish Adamson	DATE 04/26/2024	Deputy State Courts Administrator

CONTRACT AMENDMENT 001

OSCA 24-02269

Title: Digital Sound Recording Systems

The Office of State Courts Administrator (OSCA) hereby amends the above referenced contract by adding Section 14.2 as follows:

14.2 Confidentiality

To the extent the contractor may have access to any confidential information maintained by OSCA or to any report, income tax or other information received by OSCA in connection with the administration of the tax laws of this state, the contractor shall comply with all applicable laws and regulations and, in particular, with Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such section shall, upon conviction, be guilty of a Class D Felony.