

**VOTING SYSTEM MAINTENANCE SUPPORT SERVICES
SENATE & IRC CONTRACT 2020 - 2025**

The Florida Senate (SENATE) and the International Roll-Call Corporation (IRC), enter into this contract for Voting System Maintenance Support Services (Contract) for the vote server application software, client application software, Show Control Software, Venus Suite Software and the equipment listed in Article VI of this Contract.

Article I. Warranties:

IRC represents that it is professionally qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide Voting System Maintenance Support Services as detailed in this Contract.

Article II. Terms of Contract:

1.0 Length

This contract shall be in force from January 4, 2020 until January 3, 2025.

2.0 Compensation

As consideration for this Contract, SENATE agrees to pay IRC \$11,200.00 per year.

2.1 Invoices

- (a) Invoices shall be sent quarterly-in-advance from IRC to SENATE in the amount of \$2,800.00.
- (b) All invoices shall reference this Contract, support dates, hours worked and a description for the corrective procedures rendered.
- (c) The invoice shall be paid pursuant to the terms of Policy 2.151, Joint Policies and Procedures of the Presiding Officers of Florida Legislature.

2.2 Minor Changes

Definition of a minor change: A minor change is defined as a change that addresses any current function that is presently apart of the voting system's configuration application and does not require more than 5 hours of development time or technical effort to implement.

- (a) Under this Contract, IRC shall provide minor software changes.

- (b) Requests for software changes should be made in a written request via e-mail or fax, wherein SENATE shall provide details regarding the software request.
- (c) Under this Contract, minor changes may be performed free of charge to SENATE, see Article II, 2.2.

2.3 Software Changes

- (a) In the event that a software request exceeds a minor change (Art. II, 2.2), IRC shall deliver a written Task Order to the Senate with proposed hours and dates of service and a cost estimate.
- (b) An estimate of required programming time shall be provided based on an hourly rate of \$175.00.
- (c) The Senate must approve the Task Order in writing before any work shall commence under the Task Order by IRC.
- (d) A waiver on any occasion shall not be construed as a waiver of any rights or remedies on future occasions.

2.4 Travel Expenses

If any additional on-site assistance is required IRC will cover all labor expenses and the SENATE will be responsible for travel related expenses. Travel for additional on-site assistance is paid in accordance with the state travel reimbursement guidelines and at a rate not to exceed, the reimbursement amount specified in Section 112.061 of the Florida Statutes.

2.5 Appropriation of Funds

The performance of SENATE under terms of this Contract is subject to and contingent upon the availability of funds appropriated by and to SENATE and applicable for the purpose of this Contract.

3.0 Amendments

- (a) This Contract may be amended or changed by written agreement, signed by both parties.
- (b) Any changes to this Contract shall be submitted to IRC at least ninety (30) days prior to the expiration of the Contract.

4.0 Cancellation

Either party may cancel this contract by giving 30 days' notice, in writing.

5.0 Renewal

The parties, by mutual agreement may renew its terms for one additional three-year period or three additional one year periods at the same terms and conditions.

Article III. Additional Provisions:

1.0 Assignment of Contract

This contract is for maintenance support provided by IRC to SENATE. This contract may not be assigned by IRC in whole or in part.

2.0 Waivers

- (a) SENATE shall not be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Senate.
- (b) Any delay or omission on the part of SENATE in exercising its rights or remedies shall not operate as a waiver of such
- (c) A waiver on any occasion shall not be construed as a waiver of any rights or remedies on future occasions.

3.0 Resolution of Disputes

Any disputes between SENATE and IRC as to the application, meaning or interpretation of any part of this Contract, shall be resolved in state court in Leon County, Florida, by the application of Florida law.

Article IV. Scope of Services:

IRC, as an independent contractor and not as an agent or employee of the Florida Legislature, shall provide properly trained SENATE contacts with person-to-person interaction with a qualified representative, software developer or engineer who is trained to respond to SENATE questions and diagnose and resolve voting software issues that may arise.

Equipped with a broad-based set of tools, IRC employees shall work to supply a timely resolution or work-around to address SENATE needs.

1.0 Support Processes

- (a) IRC shall provide a toll-free number for SENATE to request support for voting system software.
- (b) Support shall be available to SENATE through the list of IRC contact numbers attached to this Contract.
- (c) Once the problem is identified, the IRC representative shall either advise the user of a corrective procedure (if one is available) or instruct a software developer to make the correction and to issue a new release of the software (update). If a solution is not immediately available, the IRC representative shall take the necessary steps to address the issue within IRC.
- (d) SENATE shall provide IRC, via email or fax (804-559-9334), details regarding the problem event, including supporting materials. If remote access to the system is available, the IRC representative may provide remote diagnostic support. On-site support is available for an additional fee.

2.0 24 Hour Emergency Support Services

- (a) SENATE shall be provided with emergency session access to IRC staff 24 hours a day, seven days a week.
- (b) A list of key IRC personnel is attached to this Contract for after hour service.

3.0 Normal Support Service Hours

Under this Contract, IRC shall provide access to its corporate offices and staff between the hours of 9:00 a.m. to 5:00 p.m. (EST).

4.0 Remote Voting System Support Services

- (a) Using standard hardware and software, SENATE may arrange for an IRC representative to dial directly into SENATE's voting system, with SENATE enabled security, to assist in the diagnosis of any reported voting system problems.
- (b) Remote service is a standard requirement of IRC and must be available during the Legislative Session hours of operation.
- (c) Under this Contract, SENATE must provide remote access. IRC currently provides **GoTo Meeting** or **GoTo Assist** application access and support which the SENATE can access to allow an IRC representative to have the ability to perform maintenance or training on the voting system.

5.0 Voting Display System Control Equipment Support and Software Programming

- (d) Under this Contract, IRC shall provide telephone and remote access support for the voting display system control equipment involving display controller software issues, diagnosis and support and display controller display content and configuration issues.
- (e) Under this Contract, if there is a display controller hardware failure in whole or in part of the DMP-8300 series computers, Show Control User Station or VIP-4060's, IRC will work with the Senate and Daktronics via phone and remote connection, to attempt to resolve the issue. If the failed display controller hardware cannot be repaired, IRC will provide a 30% discount to replace the failed hardware, as long as the required hardware is available for purchase.
- (f) Under this Contract, IRC shall provide minor software changes in accordance with Article II, 2.2.
- (g) Requests for software changes should be made in a written request via e-mail or fax, wherein SENATE shall provide details regarding the software request.
- (h) Under this Contract, minor changes may be performed free of charge to SENATE, see Article II, 2.2.
- (i) Any on-site diagnosis, repair and/or replacement of the display control hardware, that requires a Daktronics technician, is not covered under this agreement and the Senate will be responsible for all labor costs and associated travel expenses.

6.0 Corrective Software Support

- (a) SENATE shall receive corrective support from IRC upon SENATE reporting a problem with the proper functioning of the voting system software installed by IRC.
- (b) Via email, SENATE may request and receive voting system software which has been corrected, or by contacting IRC using the toll-free telephone number (1-800-7309600) to establish File Transfer Protocol retrieval during session hours of operation.
 - a. Under this Contract, corrected voting system software is covered at no additional charge.

7.0 Corrective Hardware Support:

- (a) There shall be no charges for repairs for voting hardware built by IRC unless specifically mentioned in this contract, see Article VI, 1.0.
- (b) Hardware repairs are made on an exchange basis, see Article VI, 1.0.
- (c) Included in this agreement are normal repairs and necessary replacement to individual LED's on up to a total of two LED display modules during each 12-month maintenance period.
- (d) Excluded under hardware replacement are any computers (i.e. desktop computers, portable computers etc.), Chyron or Compix character generators, DMP-8300 series

computers, Show Control User Stations, VIP-4060's, sound mixers, mic control equipment, digital or standard video switches, video converters, monitors, printers, printer servers, file servers, database servers, network cards or other network devices and any other hardware used by the voting system unless specified in this agreement, see Article VI, 2.0.

- (e) This maintenance support agreement does not cover defects or failure resulting from the use of replacement parts or another voting hardware not recommended by IRC.

8.0 Providing Spare Parts

IRC shall provide a reasonable supply of spare parts for the IRC supplied hardware.

- (a) It is required that a representative of the SENATE take an inventory of available spare parts during the renewal of this agreement. The inventory of spare parts is the responsibility of the SENATE. If the spare parts are lost or misplaced the SENATE will be responsible for covering the cost to replace the provided spare parts. It is required that an inventory of those available spare parts be reviewed by a member of the SENATE staff and a list of spare parts be provided to IRC each year during the month of January.

9.0 Software Documentation Updates

During the term of this Contract, IRC shall provide SENATE with any significant updates or changes in the voting system software documentation, at no additional charge.

10.0 Annual On-Site Pre-Session Visit

- (a) During the term of this Contract, IRC shall provide one on-site annual pre-session visit, 14 days or more prior to the beginning of the Regular Legislative Session unless deemed otherwise by the Senate and agreed on by both parties. The on-site annual pre-session visit will consist of (one) full business day on site not including travel days.
- (b) IRC will cover all labor costs and travel related expenses.
- (c) The SENATE can request for additional days during the on-site annual pre-session visit if requested (30) days in advance. Labor and travel expenses for any additional on-site days are not covered under this contract. Labor will be billed at \$1,500.00 per day and travel for this visit shall be paid in accordance with the state travel reimbursement amounts specified in Article II, 2.4 above and the Florida Statutes, Section 112.061

11.0 Training Services

- (a) IRC shall provide technical training to an individual, designated by SENATE and in cooperation with the Office of Legislative Information Technology Services (OLITS), as necessary to permit the trained person to perform minor technical service on the voting system.

- (b) In the event of an emergency, the knowledge provided to this staff person shall avoid unnecessary waiting for local offsite support.

12.0 Legislative Biennium

- (a) Legislative Biennium Cycle is defined as every two years on even numbered years.
- (b) At the end of each Legislative Biennium Cycle, IRC shall provide SENATE with phone assistance to set-up the voting system for the next Legislative Biennium.

13.0 Points of Contact

- (a) SENATE technician on behalf of SENATE is the Director of the Office of Senate Information Technology or its designee, located in Senate Office Building, Room 304, 404 South Monroe Street, Tallahassee, FL 32399, Telephone (850) 487-5793.
- (b) The IRC representative is Tyler J. Schaeffer, located at 8346 Old Richfood Road, Mechanicsville, VA 23116, Telephone (804) 730-9600.

Article V. Non-Contractual Supplemental Services:

1.0 On-Site Support

- (a) SENATE may purchase on-site support, development, consultation and assistance by a trained IRC consultant and/or developer.
- (b) On-site software support is charged in accordance with the state travel reimbursement amounts specified in Article II, 2.4 above and Section 112.061 of the Florida Statutes, and IRC's standard consultation time and material terms and conditions.
- (c) The charges for such services depend on the type of consultation requested.

2.0 Operating Systems

- (a) The operating system software licenses (i.e. operating systems, network software upgrades) are the property of SENATE.
- (b) Version upgrades and maintenance of the operating system and non-IRC software shall be the responsibility of SENATE. Voting system failures or problems, which are directly attributable to the operating system software changes, are not covered under this agreement.

3.0 Changing the Voting System Environment

- (a) Prior to making changes to the Voting system environment, SENATE shall consult IRC to ensure IRC is prepared to assist with such changes.
- (b) Charges may apply depending on the extent of changes made to the voting system environment while in or out of session and whether or not IRC was previously notified.

4.0 Additional Information

- (a) IRC continually evaluates its support services due to changes in SENATE's industry needs and practices.
- (b) IRC shall not be responsible for damage to the voting system due to misuse; a computer system failure; neglect; acts of war; civil disturbances; lightning; storms; earthquakes; or other natural disasters.

Article VI. Equipment and Software Maintenance Coverage:

1.0 Included Equipment and Software

The following equipment and software is covered by this Contract:

- (a) 40 each member voting consoles including switches, indicators, and attached wiring.
- (b) 1 each President's voting console including switches, indicators and attached wiring.
- (c) 1 each PC-128 Desk Voting SCU Adapter Card
- (d) 1 each PC-122B Desk Voting SCU Scanner Card
- (e) 7 each PC-109B Desk Voting SCU Vote Indicator Card
- (f) 1 each SE-200-5 Desk Voting SCU Power Supply
- (g) Internal parts and up to two LED modules per year for the Daktronics 4mm LED displays.
- (h) 1 each main 4mm LED power supply located in the equipment room.
- (i) 1 each 4mm LED PLR Fiber Distribution Card
- (j) 1 each Serial Device Server

- (k) 1 each CFSound IV vote chime box
- (l) The Show Control Software and Venus Suite Software located on the Show Control User Station.
- (m) 1 each set of system documentation.
- (n) 1 each Ethernet power controller
- (o) Phone support to assist SENATE in diagnosing and correcting voting system related problems associated with the equipment and software that are the responsibility of SENATE.

2.0 Excluded Equipment and Software

The following equipment and software is the responsibility of SENATE and is specifically excluded from this Contract:

- (a) The voting system personal computers, their operating systems, and database software.
- (b) The voting system computer monitors.
- (c) The voting system printers.
- (d) The Ethernet infrastructure.
- (e) The voting display control system DMP-8300 series computers, Show Control User Station Computer, VIP-4060's, KVM rack mount drawer, UPS, Extron A/B switch, and KVM switch
- (f) Other data systems, including hardware and software used by SENATE to provide data to the voting system.
- (g) Member desk phones and custom cables and installation for compatibility to the IRC desk voting system
- (h) Other data systems, including hardware and software used by SENATE to store and manipulate data sent by the voting system.
- (i) Chyron Compix character generator

3.0 Other Equipment and Software

- (a) Items purchased directly from IRC or directly from Daktronics prior to the alliance between Daktronics and IRC are hereby included. Equipment and software specifically listed in Article VI, 2.0 are excluded.

- (b) All equipment and software not purchased directly from either IRC or Daktronics are excluded. Equipment and software specifically listed in Article VI, 1.0 are included.

Article VII. Conclusion of Contract:


This Contract constitutes the entire understanding of IRC and SENATE, the parties hereto, and supersedes any prior Contracts, written or oral, related to the same subject matter.

Execution by the Parties

The Florida Senate

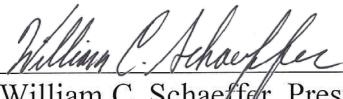


Lisa Vickers, Chief of Staff, Senate

APPROVED
BY 
DATE 1/29/20

Date: 1-29-2020

International Roll-Call® Corporation

By: 

William C. Schaeffer, President

Date: 1-30-2020

24/7 VOTING HARDWARE AND SOFTWARE TELEPHONE ACCESS NUMBERS

In an effort to continue our commitment to provide you with around-the-clock telephone service please use the following list of contact information for **any issues with your voting displays, member voting stations, voting software or other voting hardware components**. Our office is open from 8:30 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday.

NOTE: We have an incoming toll-free 800-730-9602, but please use for Emergencies only. If you need non-emergency service, please continue to use our regular telephone number 804-7309600.

After hours, our key personnel can be reached at the following numbers:

Tyler Schaeffer, Vice President
Email - tyler@roll-call.com 105 ext. (Office) (804) 730-9600
(Mobile) (804) 239-5964

Bryan Hogan, Senior Product Specialist
Email - bryan@roll-call.com 107 ext. (Office) (804) 730-9600
(Mobile) (804) 380-7864

Ryan Babcock, Senior Voting Technician
Email - rbabcock@roll-call.com 104 ext. (Office) (804) 730-9600
(Mobile) (254) 383-4670

David Ward, Jr., Operations Manager
Email - dawjr@roll-call.com 103 ext. (Office) (804) 730-9600
(Mobile) (804) 304-8605

Howard Jorenby, Senior Engineer
Email - hjorenby@roll-call.com 206 ext. (Office) (804) 730-9600
(Mobile) (804) 347-7936

Mary Passaris, Office Manager
Email - mpassaris@roll-call.com 101 ext. (Office) (804) 730-9600

William Schaeffer, President
Email - bschaeffer@roll-call.com 102 ext. (Office) (804) 730-9600
(Mobile) (804) 519-4429

ADDENDUM TO VOTING SYSTEM MAINTENANCE SUPPORT SERVICES SENATE & IRC CONTRACT 2020-2025

Article VIII Senate Standard Clauses

In addition to the Clauses laid out in Articles I-VII the Parties agree to the following terms required by Florida Law and Senate Policy.

Public Records

Unless specially exempted by law, all records made or received by the IRC in conjunction with this Contract may be public records available for inspection by the public in accordance with the provisions of Article I Section 24, Florida Constitution, and section 11.0431, of the Florida Statutes. If IRC receives a request for public records, the Service Provider shall immediately notify the Senate's Contract Manager of the request and shall coordinate the production of records to the requestor with the Senate's Contract Manager. However, in order to assure that records subject to any exemption are not disclosed, IRC shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Senate's Contract Manager. Refusal of the IRC to allow public access to such records after approved by the Senate's Contract Manager shall constitute grounds for termination of this Contract.

Adherence to Senate Policies

IRC will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit A. If the Senate amends Policy 1.60 during the term of the Contract IRC will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Senate. The Senate has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause IRC shall immediately cease work upon receiving notice of termination. They will be paid pursuant to the contract for all work provided up to that point and will provide all work to the Senate.

The Florida Senate

Lisa Vickers

Lisa Vickers Chief of Staff, Florida Senate

Date: 1-29-2020

International Roll-Call® Corporation

William C. Schaeffer

William C. Schaeffer, President

Date: 1-30-2020

1/29/20 DATE
[Signature] BY
APPROVED