

CONTRACT FOR SERVICES

This Contract for Services is between the Florida Senate, ("Senate"), and International Roll-Call, Inc., ("IRC"), 8346 Old Richfood Road, Mechanicsville, Virginia 23116.

1 CONTRACT DOCUMENTS

This Contract is comprised of this Contract for Services document and the following Exhibits and Attachments which are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this contract document and the component Exhibits and Attachments, the conflicting provisions will be given priority in the following precedence:

- a) This Contract for Services
- b) Attachment "A" – Voting System Upgrade Proposal
- c) Attachment "B" – Maintenance & Support
- d) Attachment "C" - Voting System Existing Display Specification
- e) Attachment "D" - Voting System Upgrade LED Display Comparison

2 TERM; RENEWAL

The Contract is effective on October 9, 2013, or upon execution by the parties, whichever is later and shall continue in force until the satisfactory completion of the deliverables, their acceptance by the Senate, payment to IRC, and expiration of a one year warranty period following implementation, to be followed by a five-year service agreement for Maintenance and Support pursuant to Attachment "B", to begin at the conclusion of the Implementation phase.

After expiration of the five year Maintenance and Support period, the Senate and IRC may mutually agree to renew the maintenance and support provided for under this Contract for up to three additional years, in whole or in part, any renewal shall specify the renewal price. The renewal is contingent upon satisfactory performance of IRC, as determined by the Senate, and is subject to availability of funds.

3 SCOPE OF WORK

The Senate hereby contracts with IRC to provide a turnkey Legislative Voting System, which shall include: (a) vote display boards, vote control hardware and interface software, voting switches, voting system control unit, Chryon Character Generator and all services necessary to remove the Senate's old vote system and vote boards and to install the new vote system and vote boards; (b) maintenance of the installed system and vote boards; and (c) all training necessary for Senate personnel to effectively operate the installed system and vote boards. IRC warrants that it is qualified and possesses the requisite skills, knowledge, experience and necessary staff to provide the services as stated in this Contract. IRC shall complete

implementation, in a manner acceptable to the Senate in its sole discretion, and devote such time and effort as may be necessary to satisfactorily complete the Scope of Work on or before January 3, 2014.

3.1 Warranty – IRC shall provide a one-year warranty on the LED voting display hardware, display interface software, member voting switches and other hardware components being provided. During this warranty period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately without further expense to the Senate. If Senate personnel cannot remove the failed component(s), IRC will remove the faulty component(s). All faulty hardware needs to be returned to IRC. Damages caused by negligence, and acts of God are not included in the warranty. The warranty period will begin on the date of final acceptance and will continue for a one-year period.

The Parties agree that Time is Of The Essence of this Contract for the performance of services and IRC shall make a concerted and diligent effort and prioritization of work to comply with the deadline.

4 CONSIDERATION

The total fixed cost for the Implementation Phase of this Contract shall not exceed \$670,000.00. The total fixed cost is inclusive of all travel expenses, accommodations, or other expenses, whether or not anticipated by either Party, for this project.

Payment shall be made upon a properly submitted Invoice by IRC as follows:

Upon installation and acceptance of the display control hardware and interface software	\$66,720.00
Upon installation and acceptance of the voting system control unit	\$48,960.00
Upon installation and acceptance of the display boards	\$359,120.00
Upon installation and acceptance of the Chyron Character Generator	\$21,360.00
Upon final testing and acceptance by the Senate of the complete voting system project	\$173,840.00

Recurring Annual Maintenance and Support Costs incurred after expiration of the first year warranty will not exceed \$2,250.00 per quarter or \$9,000 per year.

All invoices will be submitted in detail for a proper pre-audit and post-audit thereof. Payments shall be made pursuant to the terms of Policy 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers.

If additional customization of the voting system is required beyond what is described herein, such customization will be performed by IRC at a cost mutually agreed to by both parties and contained in an executed Amendment to this Contract.

5 STATUS OF IRC AS INDEPENDENT CONTRACTOR

IRC is an independent Contractor. IRC's employees shall not be deemed employees or agents of the Senate for any purpose whatsoever. IRC shall not subcontract any portion of the work to be performed pursuant hereto without the prior written consent of the Senate, which consent shall not be unreasonably withheld. Neither party shall have power to act as an agent of the other or bind the other in any manner whatsoever.

6 INSURANCE REQUIREMENTS

IRC shall procure and maintain during the Contract Term workers' compensation insurance for its employees performing the services contemplated by this Contract. If any work is sublet, IRC shall require the subcontractor to provide workers' compensation insurance for the subcontractor's employees unless such employees are covered by the insurance obtained by IRC. Such insurance shall comply fully with Florida's Workers' Compensation law.

IRC shall not commence any work associated with this Contract until it has obtained all appropriate insurance coverage to adequately protect the Senate from any and all liability and property damage hazards which may result in performing the services contemplated by this Contract. All insurance shall be obtained either from qualified insurers duly licensed to transact business in Florida or from qualified insurers proposed by IRC and otherwise acceptable to the Senate, in which case the Senate shall be the sole determiner of what is "acceptable". The Senate shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of IRC. Upon request, IRC shall furnish the Senate an insurance certificate that will evidence that the appropriate coverages are in effect.

7 INDEMNIFICATION

IRC shall indemnify and hold harmless the Senate and its officers, agents and employees from and against all claims for infringement of any intellectual property rights, or any damages, losses and expenses including attorney's fees arising directly or indirectly out of or resulting from IRC's performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, pursuant to this Contract. In any and all claims against the Senate, or any of its agents or employees by any employee of IRC, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for IRC or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit act.

The Senate agrees to notify IRC promptly in writing of any notice, suit or other action against IRC based upon a claim that services delivered by IRC under this Contract infringes a U.S.

patent, copyright, or trade secret of a third party. IRC will defend at its expense any such action, except as excluded below, and shall have full control of such defense, including all appeals and negotiations, and will pay all settlement costs or damage awarded against the Senate, but IRC shall not be liable to the Senate for any indirect, consequential or incidental damages.

In the event of such notice, suit or action, IRC may at its option and at its expense procure for the Senate the right to continue using delivered services, may modify the delivered services to render such non-infringing, or may accept return of the delivered services and refund or credit to the Senate the amount of the original purchase price.

IRC's obligations under this section shall not apply if the Senate does not provide IRC with prompt notice, authority, information and assistance necessary to defend the action. The foregoing states the entire liability of IRC for patent, copyright, trademark and trade secret infringements by the services delivered by IRC under this Contract.

8 TERMINATION

The Senate may terminate the Contract if IRC fails to (1) deliver a product within the time specified in the Contract, or any extension thereof, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. IRC shall continue work on any work not terminated. If, after termination, it is determined that IRC was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Senate. The rights and remedies of the Senate in this clause are in addition to any other rights and remedies provided by law or under the Contract.

Notwithstanding the above, the Senate, by sixty (60) days advance written notice to IRC, may terminate the Contract, in whole or in part, when the Senate determines in its sole discretion that it is in the Senate's interest to do so. IRC shall not furnish any services after the date of termination, except as necessary to complete the continued portion of the Contract for that time period, if any. IRC shall not be entitled to recover any cancellation charges or lost profits.

9 CHOICE OF LAW AND VENUE

The Parties agree that the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be in Leon County, Florida; in any such action involving the Parties or the services provided herein, the Parties agree that Florida law shall apply and that each waives any right to jury trial.

10 INTELLECTUAL PROPERTIES

IRC shall retain ownership of all of its pre-existing software vote system interface source code. IRC hereby grants to the Senate, with respect to the pre-existing software code and all rights to Intellectual Property incorporated therein, and with respect to any other Intellectual Property held by IRC which relates to voting board software, the irrevocable, perpetual license or right to use, modify, display, distribute internally, and prepare derivative works based upon such materials.

All right, title and interest to Intellectual Property created by the Senate under this Contract ("Created Materials") shall be owned by the Senate, but such rights shall be subject to the provisions of this Contract and any rights of IRC in Pre-existing source code materials incorporated into such Created Materials, or of which such Created Materials are a derivative work.

IRC shall have the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare derivative works based upon the Created Materials and derivative works thereof and (2) authorize or sublicense others from time to time to do any or all of the foregoing. IRC shall have the perpetual, non-exclusive, worldwide, right under any patents embodied in the Created Materials to the extent required by IRC to exploit the Created Material and exercise its full rights in the Created Materials, including (without limitation) the right to make, use, and sell products and services based on or incorporating such Materials. IRC's rights under this paragraph shall be upon payment obligation of a royalty or payment of an amount agreed to by both parties. If both parties cannot come to an agreed amount, the Created Materials will not be transferred to IRC. It shall be a condition of this paragraph that all Senate confidential information and any reference to the Senate has been removed from such Created Materials before such use of the Created Materials by a third party.

11 REPRESENTATIONS

IRC understands that any misstatements or lack of candor by IRC about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of IRC's services by the Senate. IRC represents further that it has had the opportunity to seek counsel and is not under duress from the Senate or any other person.

12 CONFIDENTIALITY

IRC shall comply fully with all confidential information security procedures of the State of Florida and the Senate in performance of the Contract. IRC shall not divulge to third parties any

confidential information obtained by IRC or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Senate. IRC shall not be required to keep confidential information or material that is publicly available through no fault of IRC, material that IRC developed independently without relying on the Senate's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, IRC shall take appropriate steps to ensure compliance by its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

13 PUBLIC RECORDS

Unless specially exempted by law, all records made or received by the Contractor 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 Florida Statutes. If the Contractor receives a request for public records, the Contractor shall immediately notify the Project Manager of the request and shall coordinate the production of records to the requestor with the Project Manager. However, in order to assure that records subject to any exemption are not disclosed, the Contractor shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Legislature. Refusal of the Contractor to allow public access to such records shall constitute grounds for immediate termination of this Contract.

If IRC considers any portion of its documents, data or records submitted to the Senate to be confidential, trade secret or otherwise not subject to disclosure pursuant to Section 11.0431, Florida Statutes, the Florida Constitution, or other authority, IRC must also simultaneously provide the Senate with a separate redacted copy of its documents, data or records and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain IRC's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Senate at the same time IRC submits the document, data or records to the Senate and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret.

IRC shall be responsible for defending its determination that the redacted portions of its documents, data or records are confidential, trade secret or otherwise not subject to disclosure. Further, IRC shall protect, defend, and indemnify the Senate for any and all claims arising from or relating to IRC's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If IRC fails to submit a Redacted Copy of documents that are otherwise public records, the Senate is authorized to produce the entire documents, data or records submitted by IRC in answer to a public records request for such records.

14 TAXES

The Senate does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Senate will not pay for any personal property taxes levied on IRC or for any taxes levied on employees' wages.

15 WAIVER

The Senate shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Senate. No delay or submission on the part of the Senate in exercising any right or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

16 PROHIBITION AGAINST ASSIGNMENT

This Contract may not be assigned by IRC, in whole or in part This provision does not apply to a change in ownership due to an acquisition or merger but written notice of such ownership structure should be provided to the Senate promptly.

17 FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY

IRC shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of IRC or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond IRC's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to IRC. In case of any delay IRC believes is excusable, IRC shall notify the Senate in writing of the delay or potential delay and describe the cause of the delay either (1) within five (5) days after the cause that creates or will create the delay first arose, if IRC could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within three (3) days after the date IRC first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE IRC'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Senate. IRC shall not be entitled to an increase in the Contract price or payment of any kind from the Senate for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist IRC shall perform at no

increased cost, unless the Senate determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Senate, in which case the Senate may terminate the Contract in whole or in part.

18 ADVERTISING

Subject to section 11.0431, Florida Statutes, IRC shall not publicly disseminate any information concerning the Contract without prior written approval from the Senate, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Senate or the State of Florida as a reference, or otherwise linking IRC's name and either a description of the Contract or the name of the State of Florida or the Senate in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives. IRC may direct clients to the Senate for information on the voting system software and/or hardware if a client requests such information.

19 ENTIRE CONTRACT

This Contract along with the attachments hereto constitute the entire understanding of the parties and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be modified except in writing by the signature of both parties.

No shrink-wrap, click-wrap, or other terms and conditions or agreement ("Additional Terms") provided with any service, products, or software hereunder shall be binding on the Senate, even if use of such services, products, or software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by the Senate in their entirety.

20 AVAILABILITY OF FUNDS

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

21 WARRANTY OF ABILITY TO PERFORM

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

22 NOTICES

All notices and other communications required or permitted to be given under this Contract other than routine operational communications must be in writing and must be hand delivered, or mailed via U. S. mail or express overnight courier with a reliable system for tracking delivery, or confirmed facsimile or electronic mail with a copy sent by another means specified herein, addressed to the respective parties as follows:

To Senate:

The Florida Senate
404 S Monroe Street
Tallahassee, FL 32399-1300

To IRC:

International Roll-Call, Inc.
8346 Old Richfood Road
Mechanicsville Virginia 23116

The effective date of any notice under this Agreement shall be the date of delivery or refusal of such notice, and not the date of mailing.

23 POINT OF CONTACT

The Project Manager on behalf of the Senate is Bob Endress, 304 Senate Office Building, 402 South Monroe Street, Tallahassee, FL 32399, phone (850) 487-5793. The Project Manager on behalf of IRC is William Schaeffer, President, 8346 Old Richfood Road, Mechanicsville, VA 23116.

24 SECURITY REQUIREMENTS

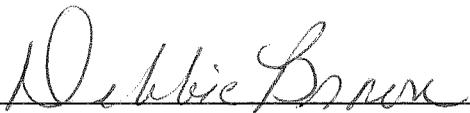
Contractor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of the Legislature's information that are (a) at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Legislature's information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend the product of its Services against "hackers" and others who may seek, without authorization, to modify or access the Templates or the information found therein.

25 EXECUTION IN COUNTERPARTS

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to this Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

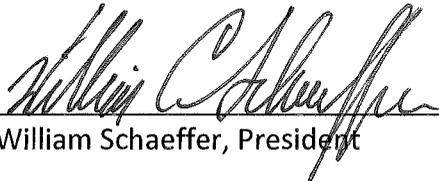
Executed at Tallahassee, Florida, on the dates shown below.

The Florida Senate



Date: 10-14-13

International Roll-Call Corporation



William Schaeffer, President

Date: Oct 18, 2013

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY



Date: 10-14-13

Attachment "A"

Florida Senate

Voting System Upgrade Proposal



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1. Introduction:

The solution proposed by International Roll-Call Corp. (IRC) embraces and offers improvement to the following areas:

- Improved and expanded visual communication with both the members and the public as business is conducted on the chamber floor.
- Replace the left and right member name displays with higher quality full-color LED displays which are easier to service with control of LED brightness.
- Provide a voting software upgrade system which encompasses all the needs and requirements of the Secretary's Office, Office of Information Technology and the President.

2. Qualifications:

Since 1936, IRC has been focused on supporting our system of government and the sovereignties of each state legislature. As result of our commitment, dedication, and extensive knowledge and experience the Voting Systems supplied by International Roll-Call® Corporation are technically superior to any other system on the market.

It is important to note that despite the many voting hardware, voting software and legislative management software products we offer to the legislative process, our commitment is to customer satisfaction. Our focus is the legislature and the legislative process - it is our only business.

International Roll-Call® Corporation's unique qualifications:

- International Roll-Call® Corporation is a United States company with its headquarters in Mechanicsville, Virginia.
- International Roll-Call® Corporation has an understanding of the procedures and needs of the Florida Senate.
- International Roll-Call® Corporation has designed, fabricated and installed over a hundred voting systems, throughout the United States. We are in 72 State Legislatures and the U.S. House of Representatives, both as upgrades to existing voting systems, as well as entire voting system replacements.
- International Roll-Call® Corporation has experience in mission critical systems and in redundant control systems.
- International Roll-Call® Corporation provides the very best system solutions to ensure the credibility, reliability and integrity of every member's vote.

- International Roll-Call® Corporation provides on-going maintenance insurance to ensure that no voting system crisis or need for assistance will go unanswered.
- International Roll-Call® Corporation is a financially stable company who has been providing legislative service, support and solutions since 1936 with an original patent having been purchased from Thomas Edison.

3. The Goal of International Roll-Call® :

International Roll-Call® desires to maintain a long-term plan with the Florida Senate to provide a needed upgrade to the voting system and maintain a level of expected performance for the next 20 to 30 years. IRC also desires to continue to meet our commitment to the Florida Senate to provide information to members, staff, and the general public.

4. Summary of Proposed Improvement Options:

Under this section of the proposal, we are providing a quick summary which outlines the budget estimates for the improvement opportunities we are offering. The summary serves as a means to gain an overview of the fiscal impact regarding the improvements. Further into the proposal, we will provide additional information about each of the improvements.

Proposed Budget Improvements:

Page 5	Florida Senate <u>4mm</u> Left and Right LED Display Boards.	\$ 448,900.00
Page 5	Display control hardware and interface software.	\$ 44,700.00
Page 6	Display installation, testing and training.	\$ 49,800.00
Page 6	Display back-up hardware and software.	\$ 38,700.00
Page 6	Chyron Character Generator Replacement	\$ 26,700.00
Page 7	Member Voting Switches and Voting System Control Unit Cost	\$ 61,200.00
	Total Vote System Replacement Cost	\$ 670,000.00

A 20% hold back will be held until final completion and acceptance of the project and will be paid pursuant to the Contract.

5. Senate LED Full-Color Member Name and Message Displays:

The LED technology has come a long way since the current tri-color LED displays were installed in the Senate. We are recommending the new LED technology similar to what we installed in the U.S. House. The new Daktronics 4mm full color LED displays have an initial investment cost. However, the life expectancy and versatility of these displays far outweigh the cost of any other display technology.

- Displays can last for twenty to thirty years;
- Brightness control of the LEDs which will extend the life of the displays;
- Recalibration of the LEDs to provide even color;
- Displays will not wash out as the result of intense ambient light;
- Easy internal display access for maintenance;
- Supports video and computer presentations, and;
- Supports the generation of various automatic sequences to show more information on the displays.

6. Florida Senate 4mm LED Full-Color Left and Right Member Name Display Boards:

Two 4mm full-color member name display boards \$448,900.00
(204 pixels tall and 1,292 pixels wide, approximately 37.44 inches tall x 237.12 inches wide).

7. Display Control Hardware and Interface Software:

- VIP 4400 Video Processor
- Rack mount data distributor
- DMP-7000 hardware
- Display V7000 Interface software

Display control hardware and software cost..... \$ 44,700.00

8. Display Installation:

- Removal of existing displays
- Hardware setup
- Display configuration
- Mounting Labor

Telephone: (804) 730-9600 8346 Old Richfood Road, Mechanicsville, Virginia 23116 Website: www.roll-call.com

- Testing
- Training
- Freight
- Travel expenses

Installation cost.....\$ 49,800.00

9. Display Board back-up hardware and software:

- VIP 4400 Video Processor
- Rack mount data distributor
- DMP-7000 hardware
- Display V7000 Interface software
- KVM switch
- A/B Switch

Cost for Back-up Display Equipment add to project total\$ 38,700.00

10. Chyron Character Generator Replacement:

- 1 each Compix CompactCG
- 1 each Compix AutoCast software
- Configuration of Compix
- Development
- Installation

Chyron Character Replacement Cost.....\$ 26,700.00

11. Senate Member Voting Switches and Voting System Control Unit:

11.1 Senate Member Voting Switches:

The push button voting switches at the members' desks would be replaced with new similar buttons. We would provide a prototype of the new set of buttons for approval. The new switch assemblies would be installed with anti-static hardware and a wiring harness with a connector so that a defective desk unit can be quickly replaced. The new switches would have high reliability and a high intensity LED

(Light Emitting Diode) behind or on the surface of the button to indicate that a valid vote has been received by the system. Each button would be labeled with its function.

11.2 Update Voting System Control Unit:

Currently the Senate voting system is comprised of a home run member voting console design in which there is a cable from each desk to the equipment room electronics located one floor above the Senate Chamber. This "Home Run" design is the safest, most secure, most reliable solution with unmatched vote integrity.

The control unit contains the electronics. The control unit processes the flow of data between the member's desks and the voting server. If an issue should occur with a member's voting station the technician can examine the cards in the SCU to quickly determine the issue and install a spare card, all without stepping foot on the Senate floor.

The current Senate voting system control unit has several drawbacks. The primary drawback is that the current control unit has a lot of abandoned hardware in it. It is difficult to locate and correct a problem in the vast expanse of hardware and wire. The control unit's wall-mounted power supply also has a lot of abandoned hardware in it which is also difficult to service.

All of this Daktronics blue cabinet control unit and power supply can be replaced with a section of electronics that occupies no more than 17.5" (10 Rack Units) of space.

This new IRC Voting System Control Unit (SCU) is protocol compatible with the Daktronics blue cabinet.

Member Voting Switches and Voting System Control Unit Cost \$ 61,200.00

ATTACHMENT "B"

VOTING SYSTEM MAINTENANCE SUPPORT SERVICES

The Florida Senate (Senate) and the International Roll-Call Corporation (IRC), enter into this Voting System Maintenance Support Services Agreement attached as Attachment B to the Contract for Services for the vote server application software, client application software, V7000 software (Software) and the equipment listed in Article VI of this Contract collectively, the "Services."

Article I. Warranties:

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

Article II. Terms of Contract:

1.0 Length

This contract shall be in force from January 3, 2015 until January 3, 2020.

2.0 Compensation

As consideration for this Agreement, Senate agrees to pay IRC \$9,000.00 per year.

2.1 Invoices

- (a) Invoices shall be sent quarterly-in-advance from IRC to Senate in the amount of \$2,250.00.
- (b) All invoices shall reference the Contract for Services and Attachment B, this Agreement, the dates of support, hours worked and a description for the corrective procedures rendered. All invoices will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (c) The invoice shall be paid pursuant to the then current terms of Policy 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers of Florida Legislature.

2.2 Minor Changes

The Parties agree that a minor change means Software requests that actually requires, regardless of the estimate of time, less than five hours of development time.

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.
- (c) The Senate must approve the Task Order in writing before any work shall commence under the Task Order by IRC. .

2.4 Travel Expenses

If any additional on-site assistance is required, other than the annual on site pre-session visit in section 11.0 herein, IRC will cover all labor expenses and the Senate will be responsible for travel related expenses. Travel for on-site assistance will be 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 and authorization to incur travel expense must be approved by the Project Manager.

Article III. Intentionally Left Blank

Article IV. Scope of Services:

IRC, shall provide properly trained qualified representatives, software developers, or engineers who are trained to respond with a person to person interaction to any and all Senate questions and diagnose and resolve voting software issues that may arise.

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. IRC will provide this list to the Project Manager upon the execution of the Contract. It is the duty of the IRC to maintain an updated contact list at all times during the Contract Term.
- (c) Once the problem is identified, the IRC representative shall either advise of a corrective procedure (if one is available), replace the hardware, or if the problem is with Software, 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 advise the Senate as quickly as possible with the alternative solutions, the proposed amount of time for the solution and any additional costs for the solution.
- (d) Senate shall provide IRC, via the toll free number, 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 will provide remote diagnostic support.

2.0 24 Hour Support Services

- (a) Senate shall be provided with access to IRC staff 24 hours a day, seven days a week.

3.0 Normal Support Service Hours

IRC shall provide access to its corporate offices and staff between the hours of 9:00 a.m. to 5:00 p.m. (EST) and will provide updated contact information for the appropriate personnel to the Project Manager through the Term of the Contract.

4.0 Remote Voting System Support Services

- (a) Under this Contract, Senate must provide secure remote access to IRC. Under the direction of Senate staff, IRC representatives will use remote shared console access

to the voting system to assist in the diagnosis of any reported voting system problems, to allow for remote system maintenance and to provide training.

5.0 Software Programming

- (a) Under this Contract, IRC shall provide Software changes for additional functionality.
- (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.

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 (1-800-730-9600) to establish File Transfer Protocol retrieval during session hours of operation.
- (c) Under this Contract, corrected voting system software is covered at no additional charge.

7.0 Corrective Hardware Support:

- (a) IRC agrees that there shall be no charges for hardware repairs to IRC supplied parts.
- (b) Hardware repairs are made on an exchange basis, see Article VI, 1.0.
- (c) Excluded from this Contract are computers, monitors, file server, printers, network cards or other network devices installed by the Senate, see Article VI, 2.0.

8.0 Providing Spare Parts

- (a) IRC shall provide a reasonable supply of spare parts for the IRC supplied hardware.
- (b) It is required that a representative of the Senate take an inventory of available spare parts during each year of the Contract and provide that information to IRC.

9.0 Voting System Updates

- (a) IRC shall provide any and all upgrades of the installed IRC Software for the voting system, as they become available during the Term of the Contract at no cost to the Senate.

10.0 Software Documentation Updates

During the term of this Contract, IRC shall provide Senate with any significant updates or changes in the Software documentation at no additional charge.

11.0 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 prior to the beginning of the Regular Legislative Session. The Senate will be responsible for travel related expenses.
- (b) IRC will cover all labor costs.

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 or any other assistance necessary to set-up the voting system for the next Legislative Biennium.

13.0 Training Services

- (a) IRC shall provide technical training to an individual, designated by Senate, as necessary to permit the trained person to perform minor technical service on the voting system on an annual basis, or as needed by the Senate.

14.0 Points of Contact

- (a) Senate Vote System technician 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 William C. 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 rate that shall not exceed \$1,500.00 per day.
- (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.

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.

Article VI Equipment and Software Maintenance Coverage:

1.0 Included Equipment and Software

The following hardware and Software are 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) 2 each 4mm full-color 204 x 1,292-RGB LED displays.
- (d) VIP 4060 Data Distributor
- (e) 2 DMP-7000-SE hardware
- (f) Display V7000 Interface controller software located on primary and back up computers.
- (g) V-Max 4 A/B Switch
- (h) UPS
- (i) KV extender
- (j) Compix CompactCG
- (k) Spare parts.
- (l) 1 each set of Venus display documentation.

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) Other data systems, including hardware and software used by Senate to provide data to the voting system.

Telephone: (804) 730-9600

8346 Old Richfood Road, Mechanicsville, Virginia 23116

Website: www.roll-call.com

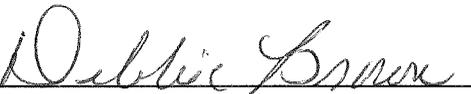
- (f) Other data systems, including hardware and software used by Senate to store and manipulate data sent by the voting system.

SENATE

Execution by the Parties

The Florida Senate

International Roll-Call® Corporation

By: 
for Don: Gaetz, President

By: 
William C. Schaeffer, President

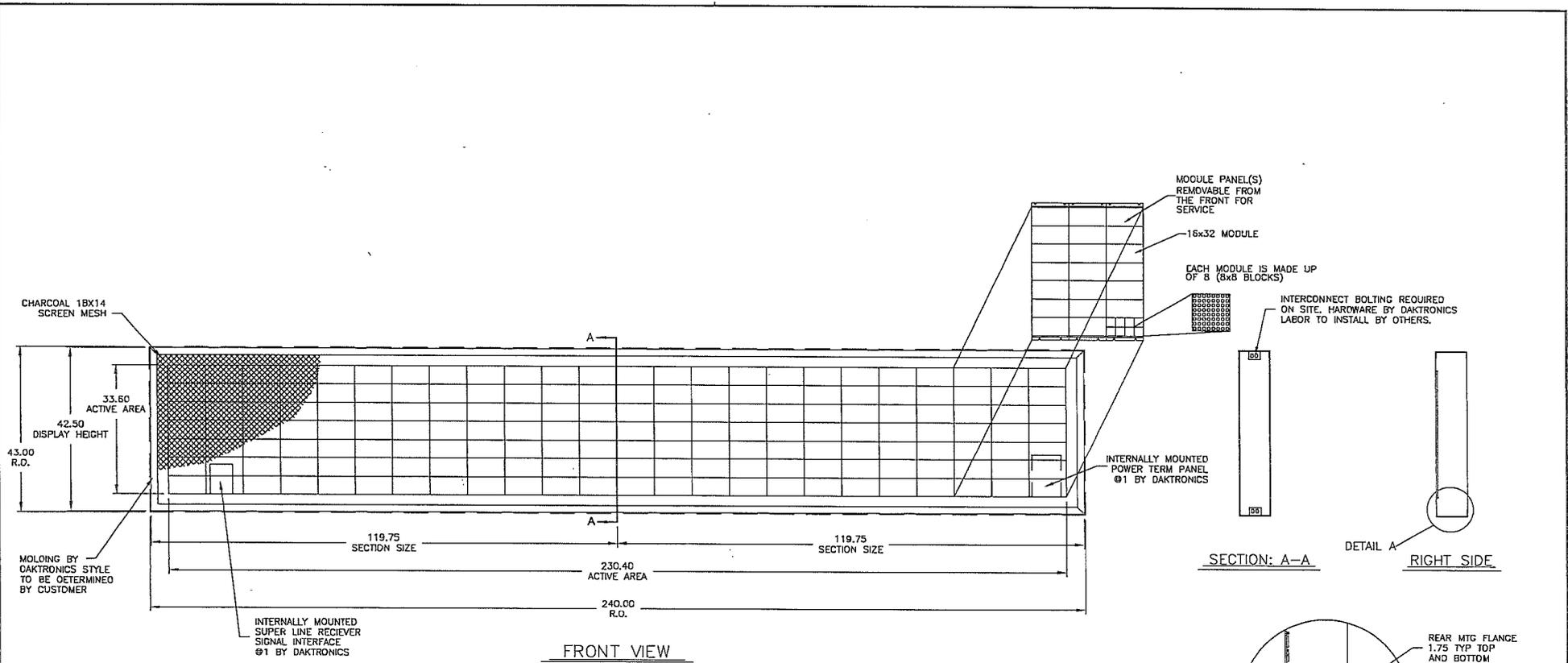
Date: 10-14-13

Date: Oct 18, 2013

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY


Date 10-14-13

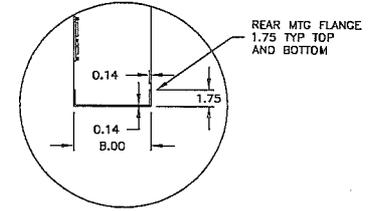
Attachment "C"



FRONT VIEW

SECTION: A-A

DETAIL A
RIGHT SIDE

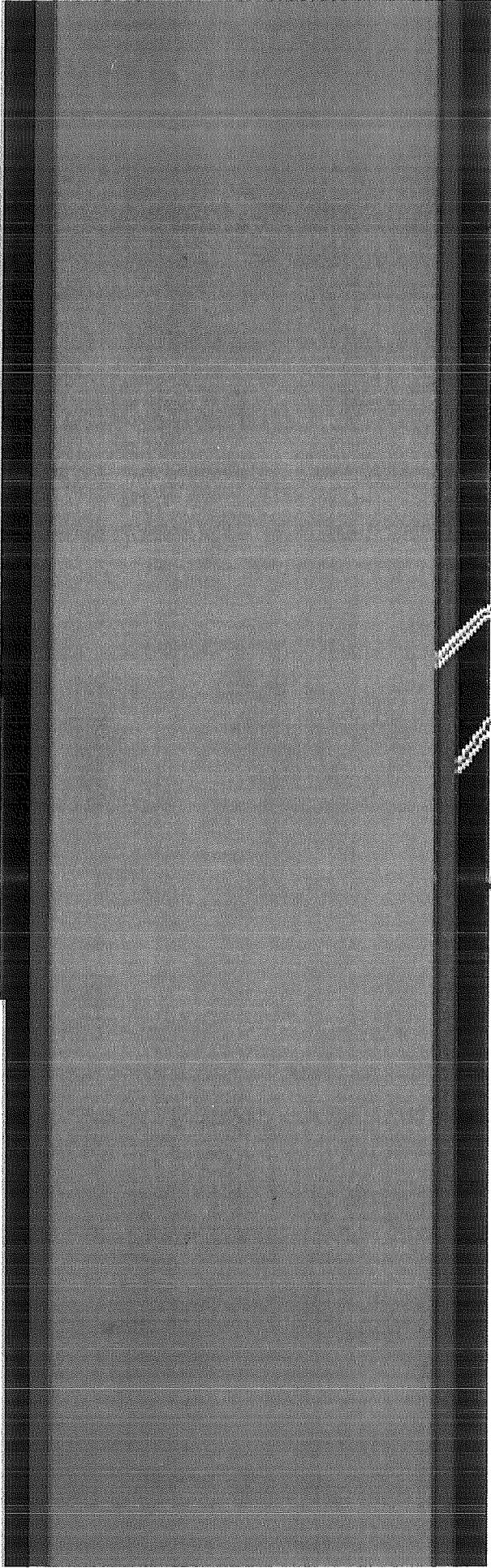


DETAIL: A
SCALE 2X

NOTES:

- 1) ALL DIMENSIONS ARE IN INCHES.
- 2) DISPLAY IS OF ALUMINUM CONSTRUCTION.
- 3) ALL INSTALLATION WORK TO BE DONE IN ACCORDANCE WITH OSHA REQUIREMENTS AND LOCAL CODES THAT APPLY.
- 4) DIMENSIONS AND DETAILS ARE SUBJECT TO CHANGE WITH DESIGN CHANGE CONSIDERATIONS.
- 5) VERIFYING THAT MOUNTING STRUCTURE IS ADEQUATE FOR SUPPORTING THE DISPLAY IS THE RESPONSIBILITY OF OTHERS.
- 6) DISPLAY WILL BE SHIPPED IN TWO SECTIONS.
- 7) APPROXIMATE DISPLAY WEIGHT = 660 LBS. WHEN ROWS ONE AND THREE HAVE MODULES IN PLACE.
- 8) DISPLAY IS FRONT SERVICE ACCESS.
- 9) NOISE LEVEL FROM VENTILATION FANS IS APPROX. 50dBA

DAKTRONICS, INC. BROOKINGS, SD 57006			
PROJ: FLORIDA LEGISLATURE SENATE			
TITLE: SHOP DRAWING: C200 112X768 2.1			
DES. BY: RLUTZ	DRAWN BY: MDENNIS	DATE: 09AUG99	
REVISION	APPR. BY:	8835-E08B-119911	
1	1SSEP99	REMOVED TOP ROW OF MODULES AND NOTE ABOUT FUTURE EXPANSION.	BKS
REV.	DATE	DESCRIPTION	BY APPR.
		SCALE: 1=25	



EXISTING TRI-COLOR
PROPOSED NEW LEI
OUTSIDE DIMENSION

768 - 7.62mm TRI-COLOR
- 4mm FULL COLOR

FLORIDA SENATE - LED DISPL
INTERNATIONAL ROLL-CALL