

MEMORANDUM

FROM: Research Department, Kansas Legislative Council July 10, 1968
TO: Joint Committee on Legislative Facilities
RE: Electrical Roll Call Contract for 1969

This memo is intended to raise questions concerning several items that the Committee might want to consider in preparing the contract for electrical roll call equipment in calendar year 1969. As the Committee knows, CEECO has notified the state of its intention to cancel the original contract entered into in 1955. For this reason, more attention has been focused on details than might otherwise be needed.

CEECO Proposal For 1969 Session

The draft contract submitted to the Committee by CEECO contains these basic points:

1. A statement of agreement concerning the cancellation of the original contract after the 1968 Legislature, and a proposal to enter into a new agreement for the 1969 Session;
2. An equipment maintenance and rental proposal for calendar year 1969 for \$3,500;
3. A statement of understanding that CEECO maintains title and interest in the roll call system, and
4. A provision for removal of the equipment after the 1969 Session.

Items For Consideration

1. The Committee has discussed including a provision in the 1969 contract for protecting the accumulated equity under the prior CEECO contract -- \$64,600 after the 1968 payment. The equity accrued under the option-to-purchase provision of that contract. The total purchase price was set at \$89,500.

2. The purchase option of the CEECO contract applied not only to the electrical roll call unit and its appurtenances, but also to the sound and communication equipment installed in the House Chamber. The Committee might want to include both items (roll call and sound equipment) if reference is made to any purchase or protection of equity arrangement in the temporary contract.

3. If the legislature should desire to secure roll call equipment from another company, the arrangement in the contract for removing equipment after the 1969 Session is clearly inadequate.

The State Architect has been requested to provide the Committee with information that can serve as a guideline for establishing a suitable timetable.

4. Both the previous contract and the proposed agreement provide for CEECO to service the unit at no additional charge to the state. The practice has been for a person to be retained locally to maintain the roll call unit. The Committee might want to consider clarifying the proposed contract by requiring a thorough maintenance check and testing of the equipment prior to the 1969 Session to assure the legislature that the system is in good working order.

5. Prior to the 1969 Session it will be necessary to secure some new name plates for the roll call unit and continuous roll call sheets. The Committee might want to consider including a clause concerning this matter in the agreement for 1969. In the past, the name plates have been provided by CEECO at no cost to the state. However, the continuous roll call forms have been purchased and charged to legislative expense.

6. The prior CEECO contract contained a provision that CEECO would supply and install up to 75 microphones, and attach them to the House sound system for an initial cost of \$2,400 plus a \$500 annual rental charge.

If the Committee contemplates that desk microphones might be wanted in the House at some future time, consideration could be given to retaining this provision. (Under the old contract, such sound equipment would have become state property if it had been installed and the purchase option exercised.)

7. Should a performance bond be required of CEECO for calendar year 1969? If so, in what amount?

8. The proposed contract for 1969 provides that future maintenance or maintenance-rental contracts entered into are subject to negotiation. Should the temporary contract contain any provisions or options binding CEECO to certain commitments in the event that the state chooses to negotiate a longer term agreement with them?

OMIS CORPORATION

504 NORTH PARKSIDE AVE. • CHICAGO, ILLINOIS 60644 • AC 312/261-8595

August 20, 1969

The Honorable Clyde Hill
The Legislative Council
State of Kansas
Room 506 - State House
Topeka, Kansas 66603

My dear Mr. Hill:

We are in receipt of your letter of August 16th, regarding the continuation of your use of the CEECO Legislative Voting System installed in the House of Representatives. The only thing that I see that we differ on is whether or not the payment of \$3,500.00 for 1969 would be credited to the purchase price. In going over the correspondence that led up to the cancellation of your old contract there is no obligation on the part of CEECO to allow this rental for 1969 to apply, but in discussing it with Mr. Fearr he has agreed to do this for the one year only.

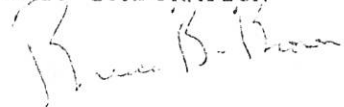
Can you appreciate their side of the story? They put a fair price on the equipment back in 1955, you have been making yearly payments, they have maintained it for the 13 years without any cost to the State and it is just unreal to expect this to continue now that the contract has been cancelled.

As far as the \$2,800.00 for modification of the system, either you can pay this in one lump sum when the modifications are completed or we will add the \$700.00 on to the rental each year that you have the equipment.

We trust that this will allow you to have signed the enclosed contract which is the same one that was sent to you back in February.

Very truly yours,

OMIS CORPORATION


Bruce B. Brown
President

Encl.
BBB:hk



COMMUNICATION EQUIPMENT & ENGINEERING CO.

5646 West Race Avenue — Chicago, Illinois 60644

Telephone: Area Code 312—378-3109

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A G R E E M E N T

This Agreement made this _____ day of _____, 1968, by and between COMMUNICATION EQUIPMENT AND ENGINEERING COMPANY, an Illinois corporation, hereinafter referred to as "party of the first part," and the STATE OF KANSAS, hereinafter referred to as "party of the second part,"

W I T N E S S E T H:

WHEREAS, the parties on June 28, 1955, entered into an agreement for the installation and use of a CEE-CO electric roll call system and appurtenances in the Chamber of the House of Representatives of the State of Kansas, and

WHEREAS, the party of the first part installed such roll call system in accordance with said agreement and the system has been in continuous operation and use by the party of the second part as provided in said agreement, and

WHEREAS, the party of the first part, pursuant to the terms of said agreement, has elected to cancel the agreement at the end of the 1968 session of the House of Representatives and the parties desire to enter into a new agreement for the 1969 session,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter contained, the parties agree as follows:

1. The party of the first part agrees that the party of the second part shall have the right to use the CEE-CO roll call system and

its appurtenances for the calendar year 1969, and the party of the second part agrees to pay for the use of said CEE-CO roll call system and its appurtenances for the calendar year 1969 the sum of \$3,500.00 payable January 1, 1969.

2. The party of the first part agrees to maintain the roll call system and its appurtenances during the calendar year 1969 and to make necessary repairs for dependable operation of the system without cost to the party of the second part except with respect to any maintenance, damage or repairs which may be caused by accident, carelessness or sabotage or acts of the party of the second part or its agents.

3. It is understood that the title and interest in the roll call system and its appurtenances shall remain vested in the party of the first part.

4. The parties agree that within _____ days after December 31, 1969, the party of the first part shall remove the system and appurtenances from the Chamber of the House of Representatives with the least damage possible to the walls and fixtures in the Chamber of the House of Representatives and that such removal shall be under the direction of the architect of the State of Kansas. All electrical conduits shall remain the property of the State of Kansas.

5. The parties further agree that the agreement entered into on June 28, 1955, is terminated and cancelled and that the provisions of said contract do not apply to this Agreement.

IN WITNESS WHEREOF, this Agreement is signed by the Vice-President

AUG 1 1968



504 NORTH PARKSIDE AVE. • CHICAGO, ILLINOIS 60644 • AC 312/261-8595

August 15, 1968

Joint Committee on Legislative Facilities
State of Kansas
505 State House
Topeka, Kansas 66612

Attn: Mr. Ben F. Barrett,
Research Assistant

Dear Mr. Barrett:

Thank you for your letter of the 13th. As we stated in our letter, the yearly rental for 1969 will be \$4,200.00, which will include the modifications outlined in our letter of August 8th.

If you do not wish the modifications to be made, then the rental, including maintenance, without any purchase credit will be \$3,500.00 per year.

Trust that you will be able to authorize this and that you will take favorable action on rebuilding of your system.

Very truly yours,

OMIS CORPORATION

A handwritten signature in cursive script that reads "Bruce B. Brown".

Bruce B. Brown
President

BBB:hk