AGREEMENT FOR SERVICES #___-_____

THIS AGREEMENT ("Agreement") made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Diebold Election Systems, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1611 P.O. Box 1019, Allen, Texas 75013, with local offices located at 1300 West River Road, #135, West Sacramento, California 95691(hereinafter referred to as "Consultant") and is effective as of the Effective Date (as indicated on the signature page of this Agreement);

RECITALS

WHEREAS, County has determined that it is necessary to obtain voting systems hardware and software, and services with respect to system implementation and election support, and made a Request for Proposals, #05-939-071, attached herein and incorporated by reference as though fully set forth; and

WHEREAS, County has selected Consultant to perform the services and provide the products required hereunder based upon Consultant's response to County's Request for Proposal (hereinafter referred to as "RFP Response") attached herein and incorporated by reference as though fully set forth; and

WHEREAS, it is the intent of the parties hereto that such services and products be in conformity with all applicable federal, state and local laws, regulations, and certifications; and

WHEREAS, County has determined that the provision of the services and products provided by Consultant are in the public's best interest and that the services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I
A.   **Scope of Agreement:** Consultant shall deliver a full service integrated optical scan (AccuVote – OS) voting system for precinct and absentee/mail voting as well as a disability access compliant AccuVote- TSX unit for each precinct, as more fully described in the Consultant's RFP Response and Exhibit "A" to this Agreement, to replace the County's Datavote system with a federal, state and HAVA compliant system within the timeline specified herein, together with warehouse equipment set forth on Exhibit "A", project management and support services, training and voter outreach, storage and security features, and other services detailed herein, for implementation for each precinct as fully represented

in the Consultant's RFP Response, and this Agreement together with all exhibits, all attached hereto and incorporated by reference as though fully set forth herein.

B.   **Purchase and Sale of Hardware**: Pursuant to the terms and conditions of this Agreement, Consultant agrees to sell, and the County agrees to purchase, the Voting Systems equipment and software identified in Exhibit A (Deliverables and Pricing), incorporated herein and made by reference a part hereof, in the respective quantities specified in Exhibit A (excluding any software or firmware included therein, the "DESI Hardware"). Other terms and conditions regarding the purchase of the DESI Hardware are set forth in Exhibit B (Purchase of DESI Hardware) incorporated herein and made by reference a part hereof. Maintenance services and warranty terms for the DESI Hardware are set forth in Exhibit E.

C.   **Software and Firmware**: Subject to the terms of this Agreement, Consultant will grant the County licenses to the software and firmware programs identified in Exhibit A (the "DESI Software"). The terms of such licenses and the maintenance services are set forth in Exhibit D (Software License and Maintenance Services), incorporated herein and made by reference a part hereof. The DESI Hardware and DESI Software will be collectively referenced as the "Voting System."

D.   **System Testing of Voting System:** For purposes of this Agreement, "System Testing" of the Voting System shall mean complete and thorough system testing as proposed in the RFP response from Consultant, and as set forth in Exhibits B, paragraph 5, and Exhibit F. If a Voting System, or any component thereof, fails to meet the standards set forth in Exhibit F or otherwise in this Agreement (collectively, the "Performance Standards"), then the County may reject the Voting System and Consultant will repair or replace any or all component(s) of the Voting System which has/have failed the Performance Standards. Upon successful completion of the System Testing, Consultant shall notify the County in writing that the Voting System is installed and complies with this Agreement. The Voting System hardware, software or deliverable components will be fully accepted by the County as of the dates set forth in Exhibit C, with payment due to the extent identified in the Payment Schedule. Further in the event the dates set forth in Exhibit C are not met, the County would have the option to cancel the contract and return any delivered equipment short of a complete and thorough system. The County will have the right to conduct System Testing against the Performance Standards for all Enhancements, Upgrades, Add-ons and New Products, as applicable. Diebold will provide onsite consultation and assistance necessary for equipment and software acceptance testing as per Exhibit A. No payment is due until the applicable hardware, software, or deliverables is accepted by the County.

E.   **Project Implementation Services**:

   Product Support and Election Services. Consultant agrees to provide the implementation and election support services including project management,

training, voter outreach, help desk, loaner support and drayage planning described in Exhibits A (Deliverables and Pricing) and C (Scope of Services), incorporated herein and made by reference a part hereof (the "Implementation and Election Support Services").

Construction Services. Consultant shall provide construction and construction related services for the installation of storage and security infrastructure set forth in Exhibit A (the "Construction Services"). All Construction Services for the alteration, or modification of existing County facilities shall be done by a contractor licensed by the State of California and in good standing, and which shall remain in good standing throughout the performance of the work. The Construction Services will be subject to the payment of prevailing wages, bonding requirements, bid requirements, workers compensation requirements and all federal, state, and local statutes, regulations and laws applicable to the work performed. County must issue a notice to proceed before Construction Services may commence. All information regarding the contractor, including the California license, bonds, and insurance certificates naming the County an additional insured, shall be submitted by Consultant to County for County's review and approval prior to work commencing and, upon the County's review and approval, the County will issue to Consultant a written notice to proceed with the Construction Services.

F. **Add-ons and New Products:** Form time to time, Consultant may offer to County new features that can be added to the DESI Hardware or DESI Software (hereinafter referred to as "Add-on") or new hardware or software products (hereinafter "New Products"). County may elect to purchase or license as applicable an Add-on or New Product upon the payment of the applicable purchase price or license fee to Consultant. Unless a software license is effectuated pursuant to a separate license agreement, software Add-on or New Product shall be deemed to be part of the DESI Software upon payment of such license fee. Each Add-on or New Product that is hardware will be deemed to be part of the DESI Hardware and treated for all purposes as DESI Hardware.

G. **Potential New Products:**

GEMS SQL. Consultant may develop a new version of its GEMS software application that is based on an SQL database standard ("GEMS SQL"). If Consultant develops GEMS SQL, Consultant will offer GEMS SQL to the County upon State Certification (as defined below) of GEMS SQL.

Instant Runoff Voting. Consultant may develop a feature for the Voting System that is commonly known as Instant Runoff Voting ("IRV"). If IRV is developed and implemented by Consultant, IRV will be offered to the County.

H. **Optional County Trade-In:** For two (2) years from the date of the Effective Date, Consultant will allow County the option of trading in the components of the Voting System specified in Exhibit A, items 1, 2, and 3 (on a dollar-for-dollar

basis), in exchange for the requested DRE related DESI Hardware and DESI Software. The County may, in its sole discretion, exercise this option prior to the expiration of the two (2) year period. The trade-in allowance, cost of new equipment, and equipment to be traded in is attached hereto as Exhibit A, "Phase 2: TSx Precinct w/ OS Trade in".

I.   **Performance and Payment Bond:** The Consultant shall furnish the County, within ten (10) days after the Effective Date, the following separate surety bonds:

Faithful Performance Bond. A bond in an amount equal to one hundred percent (100%) of the Total System Price fees ($1,616185.92) to be paid under this Agreement, to guarantee faithful performance of this Agreement, subject to review and approval by the County's County Counsel office, and from a surety or sureties satisfactory to the County and meeting all of the County's requirements for bonds.

Sixty percent (60%) of the Faithful Performance Bond will be released to Consultant upon the County Acceptance of the particular equipment or software as specified in this Agreement. Twenty five percent (25%) of said bond shall be released to the Consultant after the Certification of the June 2006 Primary Election. 10 percent (10%) of said bond shall be released to the Consultant after Certification of the November General Election. The remaining five percent (5%) of said bond shall be release to Consultant after the Certification of the November 2007 UDEL Election.

Construction Services Payment Bond. For all Construction Services that exceed $25,000, a Payment Bond pursuant to California Civil Code section 3247 for the entire amount of the work, subject to review and approval by the County's County Counsel office, and from a surety or sureties satisfactory to the County and meeting all of the County's requirements for bonds.

J.   **Source Code Escrow:** Consultant agrees to designate the County as a beneficiary under its existing source code escrow agreement with Iron Mountain Intellectual Property Management ("Escrow Agreement") and to provide the County, within thirty (30) days after the Effective Date, with a copy of documents evidencing such designation. The escrow will be with Iron Mountain Intellectual Property Management (formerly known as DSI Technology Escrow Services) ("DSI"). Consultant will have delivered the source code for the DESI Software to DSI for escrow, and Consultant will provide updated source code for the DESI Software to DSI after Consultant releases any Enhancements or Upgrades of the DESI Software (for as long as the County maintains maintenance services on the DESI Software). The cost of becoming a beneficiary under the Escrow Agreement is included within the fees in this Agreement. In the event that Consultant ceases to do business or ceases to offer or provide support for the DESI Software it has provided to the County, then the County will have the non-exclusive, non-transferable right to access and use the source code internally solely as necessary to receive any DESI Software maintenance for which the

County has paid but which the County has not received. Any such released source code will remain subject to the confidentiality restrictions of this Agreement.

ARTICLE II
Term:
This Agreement shall become effective on the Effective Date when fully executed by both parties hereto and, unless extended as provided in this Article II, shall expire five (5) years after the Effective Date (the "Initial Contract Term"). Following the Initial Contract Term, this Agreement will remain in effect until the expiration (or earlier termination under Article X) of the last to expire of the Extended Software License and Maintenance Term, as defined in Exhibit D, and the Extended Hardware Warranty Term, as defined in Exhibit E (Hardware Warranty Services), incorporated herein and made by reference a part hereof.

ARTICLE III
Compensation:

A. **Total System Investment.** County agrees to pay Consultant the respective amounts, and subject to the terms and conditions of Exhibit A, in the installments and at the times specified in Exhibit A, for the DESI Hardware, the DESI Software licenses and the performance of the Implementation and Election Support Services. The total amount of this Agreement during the Initial Contract Term shall not exceed $2,317,362.87.

B. **Annual Payments.** Following expiration of the Initial Contract Term: (1) in order to renew the Software Maintenance Services for successive one-year periods, County will pay the Annual Software License and Maintenance Fee set forth in Exhibit A and (2) in order to renew the Hardware Warranty Services for successive one-year periods, County will pay the Annual Extended Hardware Warranty Fee set forth in Exhibit A. For each successive one year period after the Initial Contract Term, the total annually compensation due for the products and services specified in this Agreement shall not exceed the fees set for in Exhibit A.

ARTICLE IV
Warranties:
The following warranties will apply to all DESI Software and DESI Hardware during the Initial Contract Term. Thereafter, the same warranties will continue to apply to all DESI Software until the end of the Extended Software License and Maintenance Term, as defined in Exhibit D, and to all Warranted Hardware until the end of the Extended Hardware Warranty Term, as defined in Exhibit E.

A. **DESI Software:** Consultant warrants that DESI Software will perform free of defects that would prevent the Voting System from operating in conformity in all material respects with all descriptions and data regarding the features, functions and performance of the Voting System, as set forth in user manuals or other applicable documentation ("Specifications"), so long as such DESI Software is

operated with DESI Hardware and those third-party software programs identified in Exhibit A that are provided by Consultant's licensors ("Third-Party Software").

B. **DESI Hardware:** Consultant warrants that the DESI Hardware will perform free of defects that would prevent the Voting System from operating in conformity in all material respects with its Specifications, so long as such DESI Hardware is operated with DESI Software and the Third-Party Software. Consultant warrants that the DESI Hardware will be compatible with the County's DIMS system. When delivered to the County, all of the DESI Hardware shall be in new condition and in working order free from any material defects in workmanship or materials.

C. **Third-Party Software:** The foregoing warranties do not apply to the Third-Party Software. However, Consultant shall pass through to County all warranties the Third-Party Software manufacturers make to Consultant regarding the operation of such Third-Party Software to the extent permitted by such manufacturers.

D. **No Other Warranties:** Except as otherwise provided herein, CONSULTANT DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

ARTICLE V
Compliance with Laws:

A. **Compliance with Laws Warranty.** As of the Effective Date, Consultant warrants and represents to County that the Voting System: (i) to be certified by the Secretary of State's Office, complies with the standards and requirements of the Help America Vote Act of 2002 ("HAVA"), including all requirements, standards and regulations pursuant to authority derived from HAVA, as well as complying with all other applicable requirements and standards explicit in federal and state laws (including applicable portions of the Americans with Disabilities Act), and any requirements, standards and regulations deriving from federal and state laws applicable to the Voting Systems (as interpreted as of the Effective Date) (collectively, the "Election Laws") and (ii) are certified under federal regulations including NASED certification, meets Federal Election Commission Voting Systems Standards for 2002 ("FECVSS 2002 Voting System Standards"). If the Voting System is not in compliance with the Election Laws as of the Effective Date, DESI is responsible for the cost of any modifications, upgrades or improvements to the Voting System to bring the Voting Systems into compliance. Changes in Election Laws after the Effective Date will be handled in accordance with Section V(C) below. The parties are bound by Exhibit G.

B.   **State Certification.** Consultant will use reasonable efforts to ensure that the Voting System has been certified by the appropriate state authorities for use in the State of California ("State Certification").

C.   **Changes in Law.** If there is any change in Election Laws, or interpretations of Election Laws, after the Effective Date that necessitate a change to, or additional, DESI Hardware or DESI Software (including all Updates, Enhancements, Add-ons, or New Products), then Consultant will make available to the County such hardware or software that is required to comply with the changed Election Laws. Consultant shall provide (but not install) all Upgrades and Enhancements to DESI Software necessary to comply with all Election Laws at no additional cost to County. County will install the Enhancements or Upgrades of the DESI Software in accordance with Consultant instructions or may request that Consultant, at County's expense, install the Updates or Enhancements. The County will be required to pay for any modification of, or addition to, the DESI Hardware that is required to comply with Election Laws.

D.   **Compliance with California Supreme Court Order.** Consultant will provide County with written notice of the model and version numbers, as applicable, of all DESI Software and DESI Hardware provided under this Agreement to County. In addition, Consultant will provide to County a set of training materials (in hard copy or electronic format) setting forth: (i) Consultant's recommendations regarding the physical security measures to be taken to safeguard the Voting Systems and (ii) instructions regarding the "hands-on" operation of the Voting System. The County will have the right to freely reproduce all training materials provided under this Section V(D) for the County's internal operational purposes.

E.   **Change Orders.** The parties will prepare change orders as necessary to ensure that the Voting System and the Services under this Agreement comply with all Election Laws and any other local, state, or federal laws, regulations, and standards. If additions, or changes to the terms, products, or services supplied under this Agreement are required, and those additional products or services are not otherwise covered by provisions in this Agreement, the reasonable price for such additional products or services will be mutually agreed between the parties.

F.   **Licenses:** Consultant shall maintain all licenses required by state or federal statutes, regulations or government orders, in full force and effect throughout the term of this Agreement.

ARTICLE VI
Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County, which will not be unreasonably withheld, delayed or conditioned. It is expressly acknowledged that Consultant will subcontract all, or a portion, of the Construction Services and will not be required to obtain the County's consent for such subcontract. County shall not assign this Agreement, in whole or in part, to any other person or entity without prior written consent of Consultant, which will not be unreasonably withheld, delayed or conditioned. Any attempted subcontract, delegation or assignment in violation of this Section will be null and void.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement.

Consultant exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

Neither party intends this Agreement to be enforceable in whole or in part by any third party as a third-party beneficiary or otherwise.

ARTICLE IX
Fiscal Considerations:

A. **Budget**: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the

effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be automatically terminated and County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed and deliverables provided prior to cancellation.

B. **Source of Funds.** Consultant acknowledges that it is the County's intent to pay the compensation due to Consultant during the Initial Contract Term with a combination of federal and state grant and program funds pursuant to the Help America Vote Act of 2002 (hereinafter "HAVA") and State of California Proposition 41 (hereinafter "Proposition 41").

ARTICLE X
Default, Termination and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. If the default cannot be completely cured within the 30-day period, no default will occur if the party receiving the notice begins curative action within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice.

B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. **Voting System Compliance, Certification and Termination Option:** If State Certification has not been completed by January 31, 2006, then, upon ten (10)

days prior written notice either party will have the right to terminate this Agreement (a "Non-Certification Termination").

E. **Force Majeure:** A party's obligations hereunder will be suspended so long as such party's performance is impeded or prevented by causes beyond such party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of state or federal governmental entities.

ARTICLE XI
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
ATTENTION: WILLIAM SCHULTZ, RECORDER-CLERK
360 FAIR LANE
PLACERVILLE, CA 95667

or to such other location as the County directs in accordance with these notice requirements.

Notices to Consultant shall be addressed as follows:

DIEBOLD ELECTION SYSTEMS, INC.
P.O. BOX 1019
ALLEN, TEXAS 75013
ATTN: CONTRACTS DEPARTMENT

or to such other location as the Consultant directs in accordance with these notice requirements.

ARTICLE XII
Indemnity:

A. **General Provision:** Each party shall defend, indemnify and hold the other party harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute. This duty to indemnify and save harmless includes the duties to defend set forth in California Civil Code Section 2778.

B.   **Intellectual Property Infringement:**   Consultant will indemnify and hold County harmless from and against any and all damages, amounts paid in settlement and reasonable costs and fees (including reasonable attorneys' fees) (Collectively "Adverse Consequences") arising out of or relating to a claim that any of the Voting System or any of its components (but expressly excluding the Third-Party Software and hardware provided by third parties) infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim").   County will notify Consultant within a reasonable time upon becoming aware of any Third Party Infringement Claim. County will provide such information and assistance (at Consultant's sole cost and expense) as is necessary to enable Consultant to defend, compromise or settle any Third Party Infringement Claim.   In addition, if County is prevented by a Third Party Infringement Claim from using any of the Voting System in substantially the manner contemplated under this Agreement, Consultant at its sole cost and expense shall procure for County the right to continue such use or shall replace or modify the infringing item.   If neither option is commercially reasonable, and the non-use of the infringing item causes the Voting System to fail to perform in accordance with this Agreement, or fail to be compliant with all applicable federal and state election laws, rules and regulations, or fail to remain certified by the appropriate state and federal authorities, then County may return the impacted Voting Systems to Consultant and terminate this Agreement (in whole or in part) and Consultant will refund to County a pro-rata portion of the amounts paid by County for such returned Voting Systems (depreciated over an eight (8) year basis).

ARTICLE XIII

Timely Performance: Time is of the essence with respect to all Consultant's duties and obligations under this Agreement. If Consultant fails to provide any product or service by a date specified herein and such failure has or will result in a material detrimental impact on County's ability to define and conduct elections or to tabulate election results within the County's jurisdiction or to report the County's election results in a satisfactory manner or in a timely basis, by the dates specified in this Agreement, then Consultant will take all steps reasonably necessary to mitigate such material detrimental impact.

ARTICLE XIV

Limitation of Liability: Neither party will be liable under this Agreement for: (1) compensatory damages in excess of the total of all amounts payable under this Agreement, or (2) any consequential, special, punitive or incidental damages. Notwithstanding this limitation of liability, and as County's sole and exclusive remedy, Consultant will pay to County five hundred dollars ($500) per impacted voting precinct if the Voting Systems have a catastrophic failure (caused by DESI proprietary equipment or software) that causes the Voting Systems to either: (i) lose all votes, or (ii) make a significant voting tabulation error.

ARTICLE XV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

A.   Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.

B.   Commercial General Liability Insurance of not less that $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

C.   Automobile Liability Insurance of not less than $500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.

D.   Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

E.   The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

F.   Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less that one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

G.   The certificate of insurance must include the following provisions stating that:

          1.   The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

          2.   The County of El Dorado is an additional insured, but only insofar as the operations under this Agreement are concerned. This provision G shall apply to all liability policies except worker's compensation and professional liability insurance policies.

H.   The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or

volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

I.   Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

J.   The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

K.   Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

L.   In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVIII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding $1,500.00.

ARTICLE XIX

Taxpayer Identification Number (Form W-9): All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XX
Year 2000 Compliance: Consultant agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County.

ARTICLE XXI
Administrator: The County Officer or employee with responsibility for administering this Agreement is William Schultz, Recorder-Clerk, or successor.

ARTICLE XXII
Most Favored Customer: If, during the two (2) years after the Effective Date of this Agreement, Consultant, or its wholly owned subsidiaries or affiliates, enters into a written agreement with any other customer located within the State of California for substantially the same quantity and configuration of Voting Systems and substantially the same services as those purchased by County under this Agreement, and such other customer is offered a lower price (including any discounts) on the Voting Systems (or Add-ons and/or New Products and/or Potential New Products for the Voting System), then, going forward, Consultant will offer such lower prices to the County for any additional purchases of such Voting Systems.

ARTICLE XXIII
Equal Employment Opportunity: Consultant warrants that it shall comply with Title VI of the Civil Rights Act of 1964, as well as 1735 of the Labor Code, which provides as follows: "No discrimination shall be made in the employment of persons upon public work because of race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12970 of the Government Code , and every proposer of public works violating this Section is subject to all the penalties imposed for a violation of (Chapter 1 of Part 7, Division 2 of the Labor Code)."

ARTICLE XXIV
Drug-Free Workplace: Consultant shall comply with the provisions of Government Code section 8350 et seq., known as the Drug-Free Workplace Act.

ARTICLE XXV

County Systems and Network Security: The parties hereto acknowledge and anticipate that Consultant shall not need or require access to County's computer network system in order to perform its obligations under this Agreement other than previously authorized in writing. At all times during the term of this Agreement, Consultant shall use reasonable commercial efforts to provide all services, and use all resources related thereto, in a secure manner and in accordance with the County's security requirements, including using reasonable measures to prevent and detect fraud, abuse or other inappropriate use or access of the Voting Systems. All Consultant and Consultant's personnel including the personnel of Consultant's subcontractors shall be subject to and shall at all times conform to all applicable state and federal laws, rules and requirements, that Consultant is made aware of, for the protection of County's premises and personnel.

ARTICLE XXV

Order of Preference: Each of the items listed below is by reference hereby incorporated into this Agreement. In the event of any conflict, ambiguity or inconsistency between the documents that make up this Agreement, the conflict, ambiguity or inconsistency shall be resolved by giving preference in the following order:

(i)   This body or this Agreement and the Exhibits A - G;
(ii)   County Request for Proposal #05-936-071;
(iii)   Consultant's RFP Response
(iv)   Any other provision, term or material incorporated herein by reference.

ARTICLE XXVI

Examination and Audit: The provisions of section 902 of HAVA are incorporated by reference herein. Consultant shall keep records with regard to this Agreement in accordance with sound accounting principles, including records that track the amount billed to County and the amount of funds received from County, and such other records as will facilitate an effective audit. Consultant agrees that County, its authorized representatives, the United States Comptroller General, its authorized representatives, and the State of California and its authorized representatives, shall have access to and shall be entitled to review and copy Consultant's financial records, books, papers, and other records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Consultant agrees to allow access during normal business hours and to allow interviews of any employees or representatives who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of County, the Comptroller General, and the State of California to audit records and interview staff in any subcontract related to the performance of this Agreement.

ARTICLE XXVII

Survival: The provisions of this Agreement, Articles I, III (to the extent any Fees are unpaid), XI, XII, XIV, XXI, XXV, XXVI, XXIX, XXX, and XXXII shall survive the expiration or termination of this Agreement.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. To the extent allowed by law, Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXXI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. No waiver or failure of a party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties about their subject matter and they incorporate or supersede all prior or contemporaneous, written or oral, statements, agreements or understandings by or between the parties about such subject matter. In the event of any conflict or ambiguity between the terms set forth in the body of this Agreement (i.e., through this Article XXXII) and those set forth in any of the attached Exhibits, the terms set forth in the body of this Agreement will prevail. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

* * * * * * * * *

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the effective date below written, which shall be deemed to be the "Effective Date" of this Agreement, as that term is used herein.

--COUNTY OF EL DORADO--

Effective Date: 12/13/05

By: _____

JAMES R. SWEENEY, FIRST VICE-CHAIRMAN
Board of Supervisors
"County"

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

-- CONSULTANT --

Diebold Election Systems, Inc
A Delaware Corporation

By: _____
Dave Byrd, Vice President - Business Operations
"Consultant"

Dated: 10/4/05

EXHIBIT A

DELIVERABLES AND PRICING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		El Dorado County Contract		
		Phase 1: OS with TSx ADA		
		Precinct Ballot Counters		
1	110	***AccuVote-OS Optical Tabulators***	$6,500.00	$715,000.00
		- includes printer, modem, ballot box, and memory card		
2	123	**Extended warranty coverage-AVOS (1 year additional)**	$95.00	$11,685.00
3	110	**Backup AVOS Memory Cards**	$250.00	$27,500.00
4	110	**AccuVote-TSx VIBS Tabulators**	$3,150.00	$346,500.00
		- Precinct ADA touch screens with Voter Verifiable Receipt Printer (see Item 4)		
5	520	**Extended warranty coverage-AVTSx (4 years)**	$65.00	$33,800.00
6	110	**Visually Impaired (VIBS) keypad - headset**	$145.00	$15,950.00
7	110	**Voter Verifiable Printer Module with case**	$350.00	$38,500.00
	110	**Backup TSx Memory Cards**	$135.00	$14,850.00
8	0	**Voter Card Encoder**	$395.00	$0.00
9	440	**Voter Access Cards (4 per ADA)**	$2.95	$1,298.00
10	26	**New - 5 unit rolling/stackable carts for TSx**	$384.00	$9,984.00
		Absentee Processing		
17	6	**AccuVote-OS w/AccuFeed**	$8,495.00	$50,970.00
18	24	**Extended warranty coverage-AVOS (4 years additional)**	$220.00	$5,280.00
19	6	**Additional Absentee Memory Cards**	$250.00	$1,500.00
20	1	**HP Ballot on Demand Printer**	$10,000.00	$10,000.00
21	2	**VoteRemote AV Envelope Scanner**	$14,995.00	$29,990.00
22	2	**VoteRemote-ES Travel Case**	$349.00	$698.00
23	1	**VoteRemote-ES Server**	$1,400.00	$1,400.00
		Spares Units for Training & Early Voting		
32	13	**Spare AccuVote-OS Optical Tabulators**	$6,500.00	$84,500.00
		- For polling place & poll worker training: includes components in item 1.		
33	20	**Spare AccuVote-TS VIBS Tabulators**	$3,150.00	$63,000.00
		- For polling places, poll worker training, and Early Voting		
34	20	**Visually Impaired (VIBS) keypad - headset**	$145.00	$2,900.00
35	20	**Voter Verifiable Printer Module with case**	$350.00	$7,000.00
36	0	**Voter Card Encoder**	$395.00	$0.00
		Additional Supply Items		
37	130	Ballot Transfer Bags	$29.95	$3,893.50
38	150	Marking Pens (dozen each)	$6.95	$1,042.50
39	550	Secrecy Sleeves - 14"	$4.43	$2,436.50

40	550	Secrecy Sleeves - 11"	$3.54	$1,947.00
41	50	OS Printer Tape Rolls - spares	$0.99	$49.50
42	20	OS Printer Ribbons – spares	$5.99	$119.80
43	50	TSx Printer Tape Rolls - spares	$1.65	$82.50
44	220	TSx Supervisor Cards	$5.00	$1,100.00
45	30	TSx Administrative Cards	$5.00	$150.00
46	30	TSx Security Key Cards	$5.00	$150.00
		Vote Counting Application Software/Hardware		
47	1	GEMS Application Software - Initial License	$65,000.00	$65,000.00
48	1	Voter Registration Interface	$7,500.00	$7,500.00
49	129	Optical Scan Application Software - Initial License	$25.00	$3,225.00
50	130	Touch Screen Application Software - Initial License	$100.00	$13,000.00
51	1	Central Server System with Backup System	$28,691.40	$28,691.40
52	1	Key Card Tool Software - Initial License	$10,000.00	$10,000.00
53	1	VCProgrammer software license	$8,500.00	$8,500.00
54	4	Software Application License Fees (4 years)	$13,500.00	$54,000.00
55	1	Software Application / Server Setup	$1,500.00	$1,500.00
		Ancillary Services		
58	1	Installation Management & Support with June 2006 election	$103,205.06	$103,205.06
		* On-site Project Management		
		* Product Documentation		
		* Product Acceptance and Testing		
		see Requirements narrative for full description		
59	1	Equipment and System Testing	$26,000.00	$26,000.00
		* Includes Logic & Accuracy		
60	1	Staff, GEMS, & Poll worker Training	$29,760.00	$29,760.00
61	1	Voter Outreach Program & Consulting	$53,054.67	$53,054.67
		PR, Voter Outreach, pamphlet design, web site consulting, etc.		
62	1	Election Day Rover Coverage	$11,154.00	$11,154.00
63	1	November 2006 Election Support/Proj. Mgt.	$140,715.00	$140,715.00
64	1	Warehouse Storage and Security (Req. NN)	$30,983.00	$30,983.00
65		**Subtotal**		**$2,069,564.43**
66		El Dorado County Discount		($586,000.00)
67		**Subtotal with Discount**		**$1,483,564.43**
68		Shipping / Insurance		$8,960.00
69		Taxes at 7.25%		$123,661.49
70		**Total System Price - Phase 1**		**$1,616,185.92**

NOTE: If, in the event HAVA 301 funds become available, and the following items are eligible for reimbursement, the County will have the option of purchasing the following items.

El Dorado County Optional Purchase

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		Precinct Ballot Counters		
1	110	**Express Poll 4000**	$2,250.00	$247,500.00
2		- includes base, case, external supply, 512 Memory Card		
3	110	**Express Poll Card Burning Software**	$100.00	$11,000.00
4	110	**Express Poll Electronic Roster Software**	$250.00	$27,500.00
5	110	**Express Poll Bar Code and Signature Pad**	$250.00	$27,500.00
6	500	**Extended warranty coverage-Express Poll (4 years)**	$140.00	$70,000.00
		Absentee Processing		
7	15	**Express Poll 4000**	$2,250.00	$33,750.00
8		- includes base, case, external supply, 512 Memory Card		
9	15	**Express Poll Card Burning Software**	$100.00	$1,500.00
10	15	**Express Poll Electronic Roster Software**	$250.00	$3,750.00
11	15	**Express Poll Bar Code and Signature Pad**	$250.00	$3,750.00
12	4	**Vote Remote Incoming Process (100,000/yr)**	$0.20	$80,000.00
13	1	**High Speed Central Count***	$65,000.00	$65,000.00
14	10	**Dell 20" Flat Panel Monitors**	$716.00	$7,160.00
		Spares Units for Training & Early Voting		
		Additional Supply Items		
		Vote Counting Application Software/Hardware		
15	1	Electronic Media Processor	$4,995.00	$4,995.00
16	1	Electronic Roster 8 Port Flash Card Duplicator	$4,455.00	$4,455.00
		Ancillary Services		
17	1	November 2007 Election Support Coverage	$98,937.55	$98,937.55
18		**Subtotal**		**$686,797.55**
19		El Dorado County Discount		($40,000.00)
20		**Subtotal with Discount**		**$646,797.55**
21		Shipping / Insurance		$3,048.00
22		Taxes at 7.25%		$54,379.40
23		**Total Price - Optional**		**$704,224.95**

Pricing Comments

Note 1 *DESI will only sell or deliver products to California counties that are federally qualified and state certified. The TSx touch screen unit is federally qualified with a NASED number. The TSx is also federally qualified with the VVPAT at this time. However, the system is not state certified at this time. This will be a prerequisite to delivery of the system and payment for the products listed above.*

Note 2 *Shipping quotes are estimates pending finalization of configuration.*

Note 3 *KeyCard Tool will require annual maintenance - $1,800 annually.*

Note 4 *Other Software licenses as follows:*
GEMS $11,700 annually
Key Card Tool $1,800 annually

Note 5 *Extended warranties on hardware available as follows:*
AVOS - $95/unit annually
AVTSX - $50/unit annually
Express Poll 4000 - $140/unit annually
AccuFeed - $220/unit annually

Note 6 *El Dorado County could purchase a High Speed Central Count unit or the High Speed Central Count $ could be substituted for other equipment. However, DESI will only sell to El Dorado County a California certified High Speed Central Count unit, when available. As this is still in development, product maintenance and warranty fees have not yet been established.

El Dorado County Two Phase Contract
Phase 2: TSx Precinct w/ OS Trade in

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		Precinct Ballot Counters		
1	337	AccuVote-TS VIBS Tabulators	$3,150.00	$1,061,550.00
		- Precinct ADA touch screens with Voter Verifiable Receipt Printer (see Item 5)		
2	0	Visually Impaired (VIBS) keypad - headset	$145.00	$0.00
3	337	Voter Verifiable Printer Module with case	$350.00	$117,950.00
4	350	Backup TSx Memory Cards	$135.00	$47,250.00
5	0	Voter Card Encoder	$395.00	$0.00
6	660	Voter Access Cards	$2.95	$1,947.00
7	70	New - 5 unit rolling/stackable carts for TSx	$384.00	$26,880.00
		Absentee Processing		
7	0	AccuVote-OS w/AccuFeed	$8,495.00	$0.00
8	0	Additional Absentee Memory Cards	$250.00	$0.00
9	0	VoteRemote AV Envelope Scanner	$14,995.00	$0.00
10	0	VoteRemote-ES Travel Case	$349.00	$0.00
11	0	VoteRemote-ES Server	$1,400.00	$0.00
		Spares Units for Training & Early Voting		
12	13	Spare AccuVote-TS VIBS Tabulators	$3,150.00	$40,950.00
	0	*- For polling places, poll worker training, and Early Voting*		
13	13	Visually Impaired (VIBS) keypad - headset	$145.00	$1,885.00
13	13	Voter Verifiable Printer Module with case	$350.00	$4,550.00
14	0	Voter Card Encoder	$395.00	$0.00
		Additional Supply Items		
15	0	TSx Printer Tape Rolls - spares	$1.65	$0.00
16	0	TSx Supervisor Cards	$5.00	$0.00
17	0	TSx Administrative Cards	$5.00	$0.00
18	0	TSx Security Key Cards	$5.00	$0.00
19	0	PCMCIA Ethernet Cards	$168.00	$0.00
		Vote Counting Application Software/Hardware		
21	0	GEMS Application Software	$65,000.00	$0.00
22	0	DIMS Voter Registration Interface	$7,500.00	$0.00
	0	Optical Scan Application Software	$25.00	$0.00
23	337	Touch Screen Application Software	$100.00	$33,700.00
24	0	Central Server System with Backup System	$27,701.40	$0.00
25	0	Key Card Tool Software	$10,000.00	$0.00
26	0	Electronic Roster 8-port flash card duplicator	$4,455.00	$0.00
27	1	Election Media Processor (includes label printer)	$4,995.00	$4,995.00
		Ancillary Services		
28	1	Installation Management & Support * On-site Project Management * Product Documentation * Product Acceptance and Testing see Requirements narrative for full description	$33,362.78	$33,362.78
29	0	Election Cycle Preparation and Election Day technical * Includes Logic & Accuracy	$21,360.66	$0.00
30	0	Election Day Rover Coverage	$23,051.84	$0.00
31		**Subtotal**		$1,375,019.78
32		El Dorado County Discount (includes trade-in allowance)		($239,567.78)
33		**Subtotal with Discount**		$1,135,452.00
34		Shipping / Insurance		$10,741.00
35		Taxes at 7.25%		$97,270.13
36		**Total System Price - Phase 2**		$1,243,463.13

Warehouse Equipment: The following is a detailed list of equipment and service to be provided for the warehouse solution:

Quantity	Part	Description
1	39-016911-000A	(SRT-8960) 24 hr real-time VCR w/ up to 960 hr time-lapse, jog shuttle, hi-speed rewind, time/date search, alarm search
1	31-019332-000A	(VCM-200A-DBL) Desk Top 20 inch Strd. Res. Color Monitor, >300 TVL
4	21-019275-000E	(CK-6C) Camera kit, (CLH-401) hi-res color w/3.5-8.0 mm Auto/I, Vari-focal lens/Var.Lighting
2	39-008441-000B	(EH4014) Indoor, medium housing, for camera/ lens up to 3.5 inch H x 5.25 inch W x 8.0 inch L
2	39-014435-000A	(HWB-1) Housing w/ wall bracket
1	41-015540-000B	(VA6108) 8 Cam Desk Top Terminated/Looping Switcher
	Alarm	
1	19-041489-000A	D2212-ATK SecureStat Burglar Alarm System
1	19-036230-000A	12 VDC, 7ah Battery
1	19-036767-000A	Horizontal w/ LED Display
2	SE-1045TN-0000	Door Contacts
	Access Control	
1	CP-ACEP4D-ACMG	Threshold Enterprise "LITE" 4 door package w/ Performa Mullion Gray Readers
	Storage and Racking	
1	Storage	Warehouse quality racking for storage of ballots and supplies to fill 1,700 sq feet of high density racking.
1	Storage and Charging	Storage and racking with complete charging system to accommodate 130 OS units

Payment Schedule

Milestone / Date	Payment Due**
County Acceptance of the Particular Piece of Hardware or Software	60%
Certification of June 2006 Primary Election	25%
Certification of November 2006 General	10%
Certification of November 2007 UDEL	5%
Total:	100%

** Payment schedule is subject to the specific terms and conditions as pre-requisites to or conditions of payment set forth in the Agreement, inclusive of Articles I and III.

EXHIBIT B

PURCHASE OF DESI HARDWARE

1. General. The deliverables provided pursuant to the County's purchase under the Agreement, and the pricing for the deliverables, are set forth in Exhibit A. Title and risk of loss for each item of DESI Hardware purchased by County under the Agreement will pass to County when County takes possession at a County designated site. However, transfer of title and risk of loss under this Section will not diminish any other rights the County has pursuant to the Agreement or any Exhibits, including rights of testing and acceptance and rights to repairs or replacements under applicable warranty and maintenance terms. County hereby grants Consultant a first priority security interest in the Voting System and any proceeds thereof, effective until County has fully paid the Total System Investment. County shall execute and deliver UCC filings and other documents Consultant reasonably requests to perfect this security interest.

2. Implementation Schedule. Consultant shall deliver the Voting System components pursuant to the Implementation Schedule attached hereto as Exhibit "C" (Scope of Services, Implementation and Election Support Services)and incorporated by reference herein.

3. County Responsibilities. County shall make available reasonable computer time for the installation of Software, provide Consultant personnel with the work space and training facilities necessary for the proper execution of its service obligations, provide a training area that includes all the necessary equipment in working order such as terminals and printers, and make available all necessary supplies such as paper, magnetic tape and disc packs.

4. Rescheduling. If County needs to reschedule any shipment or installation, County shall notify Consultant at least 15 days in advance of any affected shipment or installation dates. At Consultant's discretion, if County's notice of rescheduling is untimely, County shall reimburse Consultant for reasonable expenses incurred by Consultant due to such rescheduling, including travel cancellation charges and all charges imposed on Consultant by any third-party manufacturer or shipper.

5. Systems Testing. No later than ten (10) business days after Voting System installation is complete, Consultant or the County will conduct Voting System testing under protocols designed to confirm the Voting System's performance in compliance with all Voting System Specifications. Acceptance of the Voting System will occur on the earliest of (a) County's delivery of a written certificate of Voting System acceptance, (b) County's use of the Voting System in a state or national election, (c) thirty (30) days after the scheduled start of Voting System testing if testing is impeded or prevented by County's failure to respond or perform its obligations, or (d) one hundred twenty (120) days after the scheduled start of Voting System testing, unless, before then, County has notified Consultant in writing of its intent to terminate the Agreement for cause. County will not withhold acceptance due to a failure to conform to Specifications in any immaterial respect, provided Consultant promptly delivers a remedial plan for such non-conformity.

EXHIBIT C

SCOPE OF SERVICES

[IMPLEMENTATION AND ELECTION SUPPORT SERVICES]

WBS	Task	Start Date	End Date
1	**El Dorado County Voting System Implementation Project**	**05/24/05**	**12/31/07**
1.1	Contract Recommendation	05/24/05	09/24/05
1.2	Finalize Contract Negotiations	05/26/05	12/05/05
1.3	Approve Contract	12/05/05	12/16/05
1.4	**Project Kickoff**	**12/05/05**	**12/23/05**
1.5	**Project Management**	**04/20/05**	**12/31/07**
1.5.1	Project Plan	12/15/05	12/31/07
1.5.2	Risk / Mitigation Planning	12/15/05	12/31/07
1.5.3	Change Management	12/15/05	12/31/07
1.5.4	Communications	12/15/05	12/31/07
1.5.5	Election Processes	12/15/05	12/31/07
1.5.6	Testing Plan	12/15/05	12/31/07
1.5.7	Ongoing Project Management	12/15/05	12/31/07
1.5.7.1	Conduct Project Status Meetings	12/15/05	12/31/07
1.5.7.2	Submit Project Status Reports	12/15/05	12/31/07
1.5.7.3	Provide Ongoing Project Management	12/15/05	12/31/07
1.5.8	**Warehouse / Election Office Facilities**	**12/15/05**	**12/21/07**
1.5.8.1	Warehouse Preparation, Storage and Security	12/15/05	03/01/06
1.5.8.1.1	Warehouse Preparation	12/15/05	03/01/06
1.5.8.1.2	Warehouse Storage	12/15/05	03/01/06
1.5.8.1.3	Warehouse Security	12/15/05	03/01/06
1.5.8.2	Election Office	12/15/05	03/01/06
1.6	**Delivery and Installation**	**10/01/05**	**12/21/07**
1.6.1	GEMS System	12/15/05	03/16/06
1.6.2	AccuVote-OS Units	12/15/05	03/23/06
1.6.3	AccuVote-TSX Units	12/15/05	03/30/06
1.6.4	Absentee / Central Count System	12/15/05	03/16/06
1.6.4.1	AccuVote-ES Absentee System	12/15/05	03/16/06
1.6.4.2	Central Count System	12/15/05	03/16/06
1.6.5	Documentation / Written Materials	12/15/05	03/01/06
1.6.6	Other Equipment / Supplies	12/15/05	05/01/06
1.7	**Testing**	**12/15/05**	**04/28/06**
1.7.1	Acceptance Testing	12/15/05	04/16/06
1.7.2	Integrative Systems / Mock Election Testing	12/15/05	04/23/06
1.7.3	Pre-Election Testing	12/15/05	05/15/06
1.8	**Training**	**09/06/05**	**11/05/07**
1.8.1	Identify Training Requirements	10/01/05	03/31/06
1.8.2	Develop Training Plan	10/01/05	03/31/06
1.8.3	Refine Training Plan, as Needed	04/03/06	11/05/07
1.8.4	County Staff Training	10/01/05	11/05/07
1.8.5	Poll Worker Training	10/01/05	06/05/06
1.8.6	Troubleshooter / Rover Training	10/01/05	06/05/06
1.8.7	Other Training	09/06/05	11/05/07

WBS	Task	Start Date	End Date
1.9	**Voter Outreach and Education**	**10/01/05**	**12/21/07**
1.9.1	Voter Outreach Requirements and Approach	12/15/05	04/01/06
1.9.2	Voter Outreach Implementation	12/15/05	12/21/07
1.10	**June 2006 Primary Election**	**02/27/06**	**07/07/06**
1.10.1	Election Preparation	02/27/06	06/09/06
1.10.1.1	ROV Duties and Requirements	02/27/06	06/05/06
1.10.1.2	GEMS Preparation	03/13/06	05/26/06
1.10.1.3	Ballot Printing	03/13/06	05/12/06
1.10.1.4	Sample Ballot	03/20/06	04/07/06
1.10.1.5	Vote Remote	04/03/06	06/09/06
1.10.1.6	AccuVote-OS / AccuVote-TSX Preparation	04/03/06	06/05/06
1.10.1.6.1	Prepare Units for Election	04/10/06	05/05/06
1.10.1.6.2	Download Memory Cards	04/10/06	05/05/06
1.10.1.6.3	Import AVTSX Audio Ballot	04/03/06	04/14/06
1.10.1.6.4	Proof and Revise AVTSX Audio Ballot	04/03/06	04/14/06
1.10.1.6.5	Transport Units to and from Polling Places	05/29/06	06/05/06
1.10.2	Election Execution	04/03/06	07/07/06
1.10.2.1	Logic and Accuracy Testing	04/18/06	05/25/06
1.10.2.2	Early Voting	05/05/06	06/05/06
1.10.2.2.1	Early Voting Preparation	04/03/06	05/02/06
1.10.2.2.1.1	Identify Early Voting Locations	04/17/06	05/03/06
1.10.2.2.1.2	Prepare and Setup Units for Early Voting	04/17/06	05/03/06
1.10.2.2.1.3	Review and Revise Early Voting Procedures and Checklist	04/17/06	05/03/06
1.10.2.2.1.4	Determine Early Voting Locations and Schedule	04/17/06	05/03/06
1.10.2.2.1.5	Test Early Voting Units and Infrastructure	04/17/06	05/03/06
1.10.2.2.1.6	Train Early Voting Staff, if Necessary	04/17/06	05/03/06
1.10.2.2.1.7	Prepare Early Voting Memory Cards	04/03/06	05/03/06
1.10.2.2.1.8	Install Early Voting Memory Cards into AVTS Units	04/17/06	05/03/06
1.10.2.2.2	Early Voting Execution	05/05/06	06/05/06
1.10.2.3	Absentee Voting	04/17/06	06/09/06
1.10.2.3.1	Absentee Voting Preparation	04/17/06	05/10/06
1.10.2.3.2	Absentee Voting Execution	05/08/06	06/09/06
1.10.2.3.2.1	Absentee Ballot Execution	05/08/06	06/09/06
1.10.2.3.2.2	Absentee Poll / Provisional Ballot Execution	05/30/06	06/09/06
1.10.2.4	Election Day	06/06/06	06/06/06
1.10.2.5	Canvass	06/07/06	07/07/06
1.11	**November 2006 General Election**	**07/14/06**	**12/15/06**
1.12	**November 2007 UDEL Election**	**07/31/06**	**12/21/07**

NOTE 1: The following is a breakdown of service days included in the services specified above:

In addition to the schedule changes, the training consists of the following:

- 6 weeks for June 2006
- 6 weeks for November 2006
- 6 weeks for November 2007
- There is also 2 weeks for GEMS training and other staff training
- There is also the provision of providing 11 rovers (assuming 1 rover per 15 precincts) for each of those three elections

June 2006 Support			
Sept '05	4	2	0
Oct '05	4	2	0
Nov '05	10	4	0
Dec '05	10	10	0
Jan '06	10	10	0
Feb '06	5	4	0
Mar '06	10	6	0
Apr '06	20	6	1
May '06	20	10	1
June '06	12	12	1
SUBTOTAL	105	66	3
November General Support			
July '06	8	4	3
Aug '06	10	5	3
Sept '06	10	8	4
Oct '06	15	15	6
Nov '06	15	10	1
Dec '06	0	0	0
SUBTOTAL	58	42	20
November UDEL Support			
Aug '07	5	4	0
Sept '07	8	8	0
Oct '07	10	8	0
Nov '07	10	8	0
Dec '07	0	0	0
SUBTOTAL	33	28	0
TOTAL	196	136	23

Any days of service or training not provided can be rolled over by the county for additional support or Project Management services until all days have been used.

Services in excess of those set forth above shall be charged at the rate of $1,000 per day, including expenses; provided, however, through December 31, 2006, in the event County purchases "blocks" of at least 20 service days to be used consecutively with at least sixty (60) days advance written notice, such services will be charged at the rate of $850, including expenses.

EXHIBIT D

SOFTWARE LICENSE AND MAINTENANCE SERVICES

1. **License to DESI Software.** Subject to the terms of this Exhibit D and the Agreement, Consultant grants County a non-exclusive license, without the right to transfer or sublicense, to use, during the Initial Contract Term, and thereafter during the Extended Software License and Maintenance Term (as defined below), for the purpose of preparing for and conducting federal, state or local elections, run-offs, referenda and other similar voting events that take place within El Dorado County, California ("Elections"), the numbers of copies identified in Exhibit A of the corresponding DESI Software applications. This license may be exercised by County officials, employees and volunteers authorized by County to conduct Elections.

2. **License to Third-Party Software.** Subject to the terms of this Exhibit D and the Agreement, Consultant agrees to sublicense to County the Third-Party Software, in object code form only, for use during the Initial Contract Term, and thereafter during the Extended Software License and Maintenance Term, as part of the Voting System for the purposes described in Section 1 above. This sublicense is conditioned on County's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which Third-Party Software is provided.

3. **Extended Software License and Maintenance Term.** The licenses and services set forth in this Exhibit D are effective during the Initial Contract Term and, thereafter, for up to 20 successive one-year renewal periods upon payment, for each such one-year renewal period, of the Annual Software License and Maintenance Fee set forth in Exhibit A at least 30 days before such one-year renewal period begins. The Initial Contract Term, together with all such one-year renewal periods, is referred to herein as the "Extended Software License and Maintenance Term."

4. **No Other Licenses.** Other than as expressly set forth in this Exhibit D, (a) Consultant grants no licenses, expressly or by implication, and (b) Consultant's entering into and performing the Agreement (including this Exhibit D) will not be deemed to license or assign any intellectual property rights of Consultant to County or any third party. Without limiting the forgoing sentence, County agrees to use each copy of firmware residing on any DESI Hardware unit provided hereunder only on the DESI Hardware unit with which the copy is supplied, agrees not to use any DESI Software as a service bureau for elections outside El Dorado, California, and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. On expiration (or termination under Article X of the Agreement) of the Extended Software License and Maintenance Term, the licenses granted in this Exhibit D will automatically terminate and County shall cease any further use of the Software.

5. **Confidential Information.** Neither party will use or disclose the other party's Confidential Information without the other party's prior written consent.

"Confidential Information" means, as to Consultant, the DESI Software and, as to either party, any information designated as confidential by the party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving party, (b) already rightfully in the receiving party's possession when received, (c) developed by the receiving party without the use of the other party's Confidential Information or (d) required to be disclosed by law, inclusive of the California Public Records Act, so long as the other party is given immediate notice of the request or order that the information be disclosed. Each party acknowledges that its breach of this Section 5 may cause the other party substantial and irreparable harm for which the other party would be entitled to equitable relief in addition to any available legal remedies.

6. **DESI Software Maintenance**

    6.1 During the Extended Software License and Maintenance Term, Consultant shall maintain the DESI Software so that it operates in conformity at all times with the warranties set forth in the Agreement and its Exhibits. Consultant shall use commercially reasonable efforts to correct any reproducible error affecting the DESI Software. Suspected error conditions will be investigated and corrected by Consultant personnel at the Consultant office to the extent possible.

    6.2 If a problem cannot be resolved using remote diagnostics, upon County's prior authorization, Consultant will send a specialist to the County's premises under the following terms:

        6.2.1 If the problem lies solely with DESI Software, Consultant is responsible for all expenses associated with the resolution of the problem, provided that County has incorporated all error corrections or changes to the DESI Software within ten days after receiving them from Consultant.

        6.2.2 If the problem is due to acts or omissions by County or a third party, including by the failure to incorporate all error corrections or changes in a timely manner, County is responsible for all fees and expenses at Consultant's then-current consulting service rate. Such problems include those that arise from the failure of hardware or software that is not licensed or under warranty from Consultant, installation of the DESI Software on hardware that was not approved by Consultant, or improper use of the DESI Software or the hardware upon which it is installed.

    6.3 As is reasonably necessary for Consultant to provide maintenance and support, County shall provide access to its personnel and premises, be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling and modems, and make available paper, disk packs and other similar supplies.

7. **Enhancements and Upgrades.** During the Extended Software License and Maintenance Term, Consultant shall provide Enhancements and Upgrades (each as defined below) to County under the following terms and conditions.

7.1 Consultant will provide County with unsolicited error corrections or changes to the DESI Software that Consultant determines from time to time are necessary for proper operation of the Voting System ("Enhancements"), at no cost to County.

7.2 Consultant may release DESI Software improvements that add to or change the functionality characterizing the DESI Software as of the Effective Date ("Upgrades"). Upgrades do not include later released versions of the DESI Software with a higher version number. Consultant will offer to County for purchase new releases of the DESI Software that are not Enhancements or Upgrades.

7.3 As provided in the Agreement, Consultant shall provide (but not install) all Upgrades and Enhancements necessary to comply with all Election Laws at no additional cost to County.

7.4 County shall incorporate each Enhancement and Upgrade within ten days after receipt from Consultant, unless Consultant consents in writing to a delay in such incorporation. County will install the Enhancements or Upgrades of the DESI Software in accordance with Consultant instructions or may request that Consultant, at County's expense, install the Updates. Each Enhancement and Upgrade will be, from and after delivery to County, licensed to County under the Agreement and treated for all purposes as part of the DESI Software.

7.5 Price for all Enhancements and Updates are included within the annual maintenance fees as set forth in Exhibit A.

EXHIBIT E

HARDWARE WARRANTY SERVICES

1. **Extended Hardware Warranty Term**. The services set forth in this Exhibit E are effective during the Initial Contract Term. County may thereafter extend services under this Exhibit E for up to 20 successive one-year renewal periods by paying, for each such one-year renewal period, the Annual Extended Hardware Warranty Fee set forth in Exhibit A at least 30 days before such one-year renewal period begins. The Implementation Warranty Period, together with all such one-year renewal periods, is referred to herein as the "Extended Hardware Warranty Term."

2. **Hardware Warranty Services**

   2.1   During the Extended Hardware Warranty Term, Consultant shall maintain the items of DESI Hardware identified in Exhibit A any other items of DESI Hardware for which County purchases extended warranty services under this Exhibit E (collectively, "Warranted Hardware"), so that they operate in conformity at all times with the warranties set forth in the Agreement. If any item of the Warranted Hardware fails during the Extended Hardware Warranty Term to operate in conformity with the warranties set forth in the Agreement, Consultant shall fully repair or, at Consultant's option, replace the Warranted Hardware. The following conditions apply:

      2.1.1   County shall bear the shipping costs to return the malfunctioning item of Warranted Hardware from County to Consultant and Consultant shall bear the shipping costs to return the repaired or replaced item of Warranted Hardware to County. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the County's expense.

      2.1.2   County may request on-site support services. If Consultant agrees to provide on-site support services, such services will be provided on a time and material basis.

      2.1.3   At County's request, Consultant shall use reasonable efforts to promptly make available to County a hardware unit that can serve as a temporary replacement for the malfunctioning item of Warranted Hardware ("Loaner"). Consultant shall provide a Loaner for County to use for election activity until the covered item is repaired or replaced. Consultant shall provide the Loaner at no additional cost to County (other than County's payment of one-way shipping from County's site to Consultant).

   2.2   For the avoidance of doubt, the following services are among those not covered by the Annual Extended Hardware Warranty Fee, and are available at Consultant's then current time and material rates.

2.2.1 The replacement of consumable items such as batteries, paper rolls, ribbons, clock chips, smart cards, and floppy disks.

2.2.2 The repair or replacement of Warranted Hardware damaged by accident, abuse, neglect, improper usage or as a result of service modification by anyone other than Consultant and its authorized service representatives.

3. **Gaps in Warranty Coverage**. County may purchase extended hardware warranty services under this Exhibit E for DESI Hardware units for which coverage has lapsed. In such case, in addition to payment of the applicable Annual Extended Hardware Warranty Fee, County will pay at Consultant's then current time and material rates for inspections and repairs required to bring the applicable DESI Hardware units up to warranty-level standards.

EXHIBIT F

ACCEPTANCE TESTING

All testing will be done with County staff in full conformity of the specifications outlined by Diebold Election Systems, Inc in their response to County RFP # 05-936-071 using the following acceptance testing checklist.

OS SERIAL NUMBER: _____

Security Tag Serial No. _____

# ACCUVOTE OS ACCEPTANCE TEST CHECKLIST	OK	NOT OK	OBSERVATIONS/NOTES
	Check Off Each Group as Completed		
1. **UNBOX OS UNITS AND PREPARE FOR TESTING HARDWARE**			
a. Power on scanner and log in **Version Number.** ⟶			VERSION NUMBER _____
b. Write **Serial Number** of scanner on the top of this page and on the QC Traveler.			
c. Inspect AVOS for any **damage**, unusual indications, indentations			
d. Plug OS unit into **A/C power.**			
e. **Inventory** AVOS items: 2 keys, 1 power cord, 1 Optical Scanner unit			
f. Unlock/open printer. Replace paper if needed			**Note: See Chapter 24.2 for instructions to replace the paper roll.**
g. Verify that the printer ribbon is secure. Ensure that the paper roll has at least ½ inch of paper showing.			
h. Check memory card security plate by ensuring the plate snaps over the seal post.			
2. *DIAGNOSTIC TESTING PREPARATION*			
a Turn the AVOS unit **ON.** Verify that the **"System Test Passed"** message appears on the LCD. Ensure that the AC Power Cord is properly plugged in and that no "Power Fail" messages are flashing on the LCD.			
b. Verify that **"Power Fail"** message do not appear on the LCD.			
c. Turn the AVOS **off.**			
d. Turn scanner on while depressing the **YES & NO** switches. Release the **YES/NO** switches.			
e. Verify that the AVOS unit is in Diagnostic Testing Mode.			
3. *CHECKING AND VERIFYING THE SYSTEM SETUP INFORMATION*			
Note: NO button advances numerals, YES button accepts numeral for Date/Time			
a. Press YES to LCD message "Set System Clock."			
b. Check and set "Month", "Day", "Year"			
c. Press YES at "Is Date Ok?"			
d. Press the **NO** button if the Time on LCD is incorrect. If time is correct, go to step 4			
e. Check and set "Hour", "Minute", "Second"			
f. Press YES to message "Is Time Ok?"			
g. Press NO to "Dump Memory Card Image?"			

# TASKS	OK	NOT OK	OBSERVATIONS/NOTES
Note: Pressing the NO button cycles the OS through a series of diagnostic tests. The YES button selects the particular option shown on the screen.			
4. *DIAGNOSTIC TESTING*			
a. Press YES at "Test LCD Display?" If LCD test passes, press. Press "No" to continue.			
b. Press YES at "Test System Memory?" Should state 128 + 128K OK. Press "No" to continue.			
c. Press NO at "Test Memory Card?"			Memory card NOT to be used at this time
d. Press YES at "Test Printer?" Should result in 10" printout. Press "No" to continue			
e. Press YES at "Test Main Serial Port?" Insert a loop back connector at COMM PORT jack. Press "YES" to connect. Remove the loop back connector. Press "No" to continue.			
f. Press Yes at "Test Auxiliary Serial Port?" Press "No" to continue			
g. Press YES at "Test Ballot Deflector?"			
h. Press YES at "Test Ballot Reader?"			
i. Press NO at "Test with Auto Feeder?"			
j. Press NO at "Recirculate Ballots?"			
k. Press NO at "Display Data on Terminal?"			
l. Run a TYPE 3-test ballot; 1. **blank ovals up** five times, then print report by holding YES button until printed 2. **lines up** five times, then print report by holding YES button until printed 3. Leave printout in printer until next set of printouts is complete then Sign, date and add Serial Number of scanner to printout			Test results for: **Oval UP**: 0% Idler, 100% Drive **Line UP**: 100% Idler, 0% Drive The printout of this test is kept for inclusion with the Logic & Accuracy (L&A) Test data set.
m. *PRE-ELECTION MODE*			
n. Turn scanner OFF and insert a Famous Names Memory Card in PRE-ELECTION MODE. Turn the scanner ON.			
o. Press YES for "Test Ballots?"			
p. Press YES for "Test Unvoted Ballots?"			
q. Insert **blank ballot** in four orientations; [Right side up, top and bottom edge; upside down, top and bottom edge] Verify that blank ballot test is properly read by OKAY printout. Press "NO" to continue.			
r. Press YES for "Test Fully Voted Ballot?"			
s. Run **fully voted ballot** in four orientations; [Right side up, top and bottom edge; upside down, top and bottom edge] Verify that fully voted ballot test is properly read by OKAY printout. Press "NO" to continue.			A fully voted ballot has ALL ovals filled in.
t. Press YES for "Count Test?"			
u. Press YES for "Print Zero Report?"			
v. Press NO for "Print Long Report?" Printer will print 25" zero report.			
w. Press NO to "Need another copy?"			
x. Press NO to "Recirculate Ballot?"			
y. Counter should now display LCD with ZERO COUNT.			

#		OK	NOT OK	OBSERVATIONS/NOTES
z.	Insert **correctly pre-voted ballot** fifty (50) times. Run voted ballot through scanner in all four orientations. Count should reflect fifty (50) ballots run.			
aa	Press YES & NO while scanning the **ENDER CARD**.			
ab	Press YES to "Print Test Results Report?"			
#	**TASKS**	OK	NOT OK	OBSERVATIONS/NOTES
ac	Press NO to "Long report?" Printed test results should be OK. Tear off report and sign Sequence number, Testers name. Give to IT personnel as part of the L&A audit trail.			
ad	Turn scanner OFF. Enter Diagnostic Test Mode by pressing the YES/NO buttons while turning ON.			
	DIAGNOSTIC TEST MODE with POWER OFF			
ae	Test the internal battery by unplugging the power cord, **rerun printer test to print three 10" printouts**. Scanner should print all three (3) printouts without interruption while displaying the intermittent **Power Fail** message on LCD.			

	OK	NOT OK	OBSERVATIONS/NOTES
Note: If at any time during these tests the LCD display indicates a double plus sign ($\ddagger$), this indicates that the battery on the Memory Card is low and should be replaced. Take corrective action at this time.			
5 **CLOSING AND FINISHING ACCEPTANCE TEST**			
a. Turn off the scanner and remove from AC power source. If any scanner unit required additional diagnosis and repair, set it aside.			
b. Lock the printer lid and remove the test memory card.			
c. At this time ask the QC Inspector to review the results of the Phase 1 testing.			

Inspector: _____ **Date:** _____

Quality Control Inspector: _____ **Date:** _____

Items needed for running Phase 1 Diagnostic Test T-Sheet:
1. Printer cover key
2. Ballots (Famous Names)
   a. Type 3
   b. Unvoted
   c. Fully Voted
   d. Correctly voted
   e. Ender Card

INSPECTOR: _____ **Date:** _____

COUNTY SIGNATURE: _____ **Date:** _____

TSX SERIAL NUMBER: _____

ROV ID NUMBER: _____

CART: _____

		Check Off Each Task as Completed		
ACCUVOTE TSX ACCEPTANCE TEST CHECKLIST		Pass	Fail	OBSERVATIONS/NOTES
1	**Unbox and Place AVTS unit**			
a	Inspect AccuVote-TS (AVTS) unit for physical damage such as cracks			
b	Inventory 3 items: 2 keys (to key box), 1 power cord, 1 AVTS unit			
c	Pull AVTS legs into locked position. Verify that rubber boots are attached to all legs.			
d	Place AVTS unit into standing position.			
e	Locate the serial number on the left side or back of the AVTS. Write the serial number at the top of this page.			
2	***AVTS Initial Setup***			
a	Insert Plug into AVTS and Plug AVTS into electrical source and open doors			
b	Unlock PC card compartment on upper left side of unit			
c	Insert PC card (insert PC card into slot, logo side down)			
d	Find Voter Access Card and insert into black card slot. Push the card all the way into the card slot and release. The Voter Access Card should spring back out towards you, allowing easy access for removal.			
e	Verify that the hologram is securely fixed to the plastic casing, and push on firmly if not.			
f	Turn on by pressing red power switch (located next to power switch)			
g	Boot loader will install and date will change to <June 20, 2003>. PSM will be erased and Windows CE will be installed.			
h	Verify that WIN CE is installing on AVTS. The Win CE build date should be <September 30, 2003>. WIN CE will appear at top of screen.			
i	Touch the targets on the screen. Test the calibration by touching on the non-target areas after touching first calibrated target.			
j	Press OK button to install Ballot Station <4.4.4.1>.			
k	Press OK button for first time setup. Key in system serial number that you recorded.			
3	***Checking and Verifying the System Setup information***			
a	The top half of the System Setup screen should have the following information; please check to ensure:			
	I. SERIAL NUMBER: Verify that the serial number matches the serial number that you wrote down at the top of this page.			
	II. SMART CARD - COM 4			
	III. PRINTER PORT: COM 3			
	iv. SYSTEM DIRECTORY: "\FFX\AccuVote-TS\"			
	v. MAIN DIRECTORY: "\Storage Card\"			
	vi. BACKUP DIRECTORY: "\FFX\AccuVote-TS\"			
	vii. Make sure PRINT REVERSE box is unchecked			
	viii. Make sure the Texas box is unchecked.			
	ix. Make sure that Portrait radio box is selected			
b	Unlock printer compartment (with key) on top-right-side of unit and lift cover to expose printer.			
c	Verify that paper is attached (at least ½ roll of paper) and can be fed to printer. If this is not the case, you may have to feed the printer paper into the printer.			

d	Open printer paper lid, pull sufficient amount of paper out, and close.			
4	*Setting the correct Date and Time / Calibration Verification*			
a	Touch "Set Date" button			
b	Left-hand-side of window manages Month/Day/Year; verify and if necessary, use calendar selection options, to correct Month/Day/Year information.			
c	Right-hand-side of window manages time; verify time zone, using drop down list to select "Pacific Time Zone".			
d	Make sure that the box "Automatically adjust clock for daylight saving" is checked.			
e	Press the "Apply" button to apply your changes to the AVTS unit.			
f	Use the up and down arrows to make Hour/Minute/Seconds selections to input correct time (also assist in verifying calibration). After you have finished entering the correct information, press the "Apply" button a second time.			
g	After you have finished entering the correct date and time and you have pressed the "Apply" button, locate the small "OK" button at the top right-hand corner of the window next to the "X" button. DO NOT use the "OK" button at the bottom of the screen; that button is used for another window. Press the small "OK" button at the top right corner of the date/time window to return to the System Setup Mode.			
h	*Calibration: Calibration has been completed at the factory during the time of manufacture and is good for the life of the unit. DO NOT use this function unless otherwise advised by a Diebold Election Systems, Inc. representative.*			
5	*Diagnostics*			
a	At the System Setup Mode, touch "Diagnostics" button to bring up diagnostics screen.			
b	Touch "Test Printer" and the AVTS unit will begin its print test. Check printer paper for fading, blank columns, and pattern. Leave print test results attached.			
c	The message prompt "Printer test passed", should appear when the test is finished. Press "OK" to return to System Diagnostics Testing screen.			
d	Attach loop back connector to serial port keypad on back of tablet.			
e	Test the internal battery by unplugging the power cord. The unit should still continue with its startup process, using power off of its internal battery.			
f	Touch "Test Serial Port" button while holding unit. A new screen should appear. FLOW CONTROL should be set to "software."			
g	Touch "Test" button.			
h	The message prompt "Serial Port Test PASSED" should appear when the test is finished. Press "OK" to return to the "Serial Port Test" screen.			
i	Locate the "Done" button (next to the "Test" button – DO NOT use the "Done" button at the bottom of the screen) to return to the System Diagnostics Testing screen.			
j	Remove the loop back connector and place tablet back in base unit.			
k	Touch "Test Card Reader" button. Insert Voter Access Card when prompted by "warning/test smart card" message and the test will automatically begin.			
l	When the test is finished, the Voter Access Card will be ejected. Remove Voter Access Card.			
m	Touch "Test Sound" button			
n	Touch "Play" button and listen for tone. Touch close button.			
o	Touch "Test Modem" button. FLOW CONTROL should be set to "hardware".			
p	Touch "Test" button.			

q	The message prompt "Modem Test PASSED" should appear when the test is finished. Press "OK" to return to the "Modem Test" screen.			
r	Press Done to Return to Diagnostic Screen.			
s	Press Done to return to the System Setup Screen.			
t	Press OK at bottom of System Setup Screen to go to Pre-Election Test Mode.			
6	***Vote Testing***			
a	Press "Test Count" button to bring up the Test Ballot Screen and place the AVTS unit in test mode for the Vote Test.			
b	Check the "Not Using Voter Access Card" checkbox.			
c	Press "Count Test" button and a new screen will appear, named "Select Precinct and Party" screen.			
d	By default, the AVTS software will select the first precinct and the first party for the test election. You can use the default precinct/party selection or select any precinct/party that you desire and press "Vote" button.			
e	Vote the Test Election.			
f	Verify that first screen is Instructions screen. Please be familiar with the voting instructions. Press "Next" button to go to the test ballot.			
g	The test ballot should be a simple election. Please vote at least one candidate (any candidate) on each race in the test election (there may only be one race). Test voting for more than one candidate on a race allowing one candidate to be selected. Use the "Next" button to advance through the ballot.			
h	On a race, select "Write-In" and test the write in functionality by typing in a candidate name. Once completed, return to the test ballot to complete the race selections.			
i	At the end of the ballot, you will encounter the summary screen which summarizes your vote selection. Verify on Summary Screen that "Blue" color appears for voted race, and "Red" color for "Undervoted" race Press the "Cast Ballot" button to cast the test vote and finish the Vote Test.			
j	After you have cast your ballot, you should return to the "Select Precinct and Party" screen.			
7	***Testing VIBS***			
a	Plug Headphone into Audio Port.			
b	Check the "VIBS" checkbox.			
c	Uncheck "Hide Ballot" checkbox and Press "Vote" button.			
d	Verify that AVTS unit can generate sound. Listen for sound only through headphone. Go through the voting steps.			
e	Press "Next" button.			
8	***Closing and finishing Acceptance Test***			
a	Press the "Close" button at the "Select Precinct and Party" screen to go to "Test Ballots" screen.			
b	Press the "Close" button again to go to the "Pre-Election Testing Mode."			
c	At this point you can turn off the AVTS unit by pushing red power switch. Press the red button for four seconds.			
d	Push black eject button to remove PC card. Lock PC card compartment.			
e	Make sure that the locked communications compartment can be opened with the key and that the cover slides off. Reinstall and lock cover.			
f	Unplug machine and repack with power cord. Place AVTS on Cart.			

Accumulation Center Modem Testing

Test Case Description: Accumulation Center Modem Testing. This process involves transmitting test AVTSx results via modem from a proposed transmission site (accumulation center) to the GEMS server. Site specific information will be gathered regarding the location of the phone line to be used and any special dialing requirements (i.e., 9 or 1+ area code).

Two individuals need to be involved with the modem testing. The first individual will be at the accumulation center test site transmitting test results. The second individual will have to be manned during scheduled test times to open ports and reset results. Schedule the times for testing with the accumulation center site.

1. **Testing Equipment / Supplies:**
   a. Charged R7 TS unit(s)
   b. Programmed PCMCIA card installed and set to Test Mode
   c. Dial in number, username and password set up
   d. Phone cord
   e. Analog phone
   f. Router

Type of Tester: ROV Staff / DESI

Accumulation Center:

Accumulation Center Information:
   Phone Number:
   Special Dialing Requirements:
   Contact Name:
   Contact Phone Number:

Name of Tester:	
Test Date:	

FOLLOW THE EXECUTION STEPS BELOW TO COMPLETE THE MOCK ELECTION ACCEPTANCE TEST CASE:

ID	Execution Steps	Expected Result	Pass / Fail	Reason
1	Locate Designated Phone Jack for Testing	Designated Phone Jack for Testing is Located. Make note of Phone Jack Location and Other Information (e.g., *Jack located behind desk on wall. Unplug cord from fax machine and plug into TS unit.*)		
ID	Execution Steps	Expected Result	Pass / Fail	Reason

ID	Execution Steps	Expected Result	Pass / Fail	Reason
2	Plug AVTSx Unit(s) into Phone Line (e.g., One can Disconnect the designated line from its device and plug the cord into the unit, or Plug the phone cord from your test kit into the unit, then to the phone jack.	AVTSx Unit(s) is Plugged into Phone Line		
3	Plug AVTSx into Electrical Outlet	AVTSx Unit is Plugged into Electrical Outlet		
4	Unlock Top Left Compartment and Turn On AVTSx Unit(s)	AVTSx Unit(s) is Turned On		
5	Ensure that Election is Set to Test Mode	Election is Set to Test Mode		
6	Verify that AVTSx Screen Displays 9 Button Test Screen	9 Button Test Screen is Displayed to AVTSx Unit(s)		
7	Verify that Router Settings are Correct and Router is Operational	Router Settings are Correct and Router is Operational		
8	Open Ports in GEMS Database (Call Other Tester on GEMS Side)	GEMS Database Ports are Open		
9	Verify that GEMS Database receives Transmission	GEMS Database receives Transmission		
10	Press *Transfer Results* button on AVTSx Unit(s) nine button screen	AVTSx *Transfer Results* button is pressed on nine button screen. If this is unsuccessful, change dial-in number, then press the *Ok* button		
11	Verify that Transmitted Results were Sent	Transmitted Results were sent. If not successfully sent, verify • Dialing instructions • Dial in number is correct • Username and password entered correctly.		
ID	**Execution Steps**	**Expected Result**	**Pass / Fail**	**Reason**

12	Retest (if initially failed) Modem	If all of Step 11 procedures for failing are correct, dial into server with analog phone from testing kit. Verify that line rings through to the modem. If so, make notes and proceed to next location. If this does not succeed, check with contact person for location of other phone line that may be made available for testing THAT WILL ALSO BE AVAILABLE ON ELECTION NIGHT. Repeat the Testing Process.		
Test Notes:				

EXHIBIT G

VOTING SYSTEM HAVA COMPLIANCE NOTICE
Nov. 4, 2005

Pursuant to this Agreement and by order of the Secretary of State, voting systems certified for use in California shall comply with all applicable state and federal statutes, regulations, rules and requirements, including, but not limited to, those voting system requirements set forth in the California Elections Code and the Help America Vote Act of 2002, and those requirements incorporated by reference in the Help America Vote Act of 2002, that are in effect as of the date of this Agreement. Further, voting systems shall also comply with all applicable state and federal voting system guidelines, standards, regulations and requirements that derive authority from or are promulgated pursuant to and in furtherance of the California Elections Code or the Help America Vote Act of 2002 or other applicable state or federal law when appropriate, that are in effect as of the date of this Agreement including but not limited to, the 2002 Voting System Standards/Guidelines, developed by the Federal Election Commission (FEC) and adopted by the Election Assistance Commission (EAC) and EAC Advisory 2005-004, dated July 20, 2005. This does not include future final court interpretations of existing state or federal law not in effect as of the date of this Agreement.

Voting system manufacturers and/or their agents shall assume full responsibility for any representation that a voting system complies with all applicable state and federal requirements as referenced above. In the event such representation is determined to be false or misleading, voting system manufacturers or their agents shall be responsible for the cost of any upgrade, retrofit or replacement, of any voting system or its component parts, found to be necessary for certification or to otherwise bring the system into compliance.

Any voting system purchased with funds allocated by the Secretary of State's Office shall meet all applicable state and federal standards, regulations and requirements, including, but not limited to, those voting system requirements as set forth in the California Elections Code and the Help America Vote Act of 2002, and those requirements incorporated by reference in the Help America Vote Act of 2002 that are in effect as of the date of this Agreement, including, but not limited to, the 2002 Voting System Standards/Guidelines, developed by the Federal Election Commission (FEC) and adopted by the Election Assistance Commission (EAC) and EAC Advisory 2005-004, dated July 20, 2005.