EXHIBIT N
CONTRACT
(General.)
Date Due: Sec. 9/4/06.

a Sole Source Agreement for Diebold Election Systems, Inc. (DESI) for Technical Associates for
the Identification of Repairs Required and Repair Services for 5,407 TSX-AVPM Units.

THIS AGREEMENT, made and entered into on this 23rd day of August, 2006, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party", and

Diebold Election Systems, Inc. (DESI),

of 1253 Allen Station Pkwy, Allen, TX 75002
hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of Two Hundred and Sixty-Eight Thousand, Six Hundred and Fifty Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to provide repair services for 5,407 TSX-AVPM units. Repair technicians hourly rate is $131.25 for an estimated 1,080 hours. Repair Testers hourly rate is $75.00 for an estimated 1,440 hours.

in accordance with specifications for the same, hereof attached,

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed in the satisfaction and acceptance of said "First Party" on or before the 29th day of September, 2006.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Two Hundred and Sixty-Eight Thousand, Six Hundred and Fifty Dollars ($268,850.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of N/A Dollars for each and every day the same shall be delayed beyond such time as so named, to be deducted from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS
of Cuyahoga County, Ohio,

By _____________________________
Robert T. Bennett
Chairman

______________________________
L. Michael Vu
"First Party,"

"Second Party,"

Signed in Duplicate In Presence of:

[Handwritten Signatures]

[Handwritten Text]

[Handwritten Text]

Approved as to Legal Form

Legal Department

Date 8/27/06

[Handwritten Text]
August 17, 2006

Cuyahoga County Board of Elections
Attn: Michael Vu, Director
2925 Euclid Avenue
Cleveland, Ohio 44115
Facsimile: (216) 443-6633

Mr. Vu

Diebold Election Systems, Inc. (DESI) to its knowledge represents that DESI is the sole source of supply of DESI technical associates who will conduct inspection and testing followed by repair of 5407 TSX-AVPM units within Cuyahoga County Warehouse which much be completed on a time of the essence basis in preparation for the County's election. Only DESI technicians possess expertise to verify the condition of the units, identify the level of repair required, and implement and monitor a chain of custody staging for repair.

Please do not hesitate to contact me if you have any questions or would like to discuss any matter further. Thank you for your assistance.

Best Regards,

Diebold Election Systems, Inc

Charles R. Owen
Division Counsel
Diebold Election Systems, Inc.
Extension 1108

YH

State of Texas
County of Collin

Before me, Marie T. Covington, Notary Public, State of Texas, My Commission Expires September 11, 2003

I, Marie T. Covington, Notary Public, State of Texas, do hereby certify and declare under the penalties of perjury that the above written instrument was subscribed and acknowledged by Charles R. Owen, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of August, 2006

(Notary Seal)
**QUOTATION**

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2925 EUCLID AVENUE  
CLEVELAND, OH, 44115-2497  
US

**Site:** CUYAHOGA COUNTY ELECTION DEPT - 0003427  
2925 EUCLID AVENUE  
CLEVELAND, OH, 44115-2497  
US

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Quotation and expectations based on material availability, adequate work space in the Cuyahoga County warehouse, including good lighting and an ample power supply. Cuyahoga County to supply the warehouse help and be responsible for the logistics of moving equipment in and out of repair area within the warehouse.

**Tax Summary**

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Prices quoted are valid for (90) Days.

Terms: NET 30 DAYS
EXHIBIT O
CONTRACT
ENCUMBRANCE NO. CE0005879-01

BOARD OF COUNTY COMMISSIONERS
COUNTY OF CUYAHOGA

CONTRACT
RA7094

FOR

Acquisition for Additional Voting Equipment and Related Services

TIME PERIOD: September 14, 2006 - September 14, 2007

CONTRACTOR
Diebold Election Systems, Inc.

FEDERAL ID - 85-0394190

ADDRESS
1253 Allen Station Pkwy
Allen, TX 75002

CONTRACT PRICE $ 3,966,708.00
BY
THE BOARD OF
COUNTY COMMISSIONERS

WITH
Diebold Election Systems, Inc.

FOR
Acquisition of Additional Voting
Equipment and Related Services

Time Period: 9/14/2006 to 9/14/2007

I hereby certify that the money required for the
County's proportion of this Contract in the sum
of $3,966,708. is in the Treasury to the
credit of the fund from which it is to be drawn,
or has been levied and placed on the duplicate,
and in process of collection and not appropriated
for any other purpose.

[Signature]
Date 9/14/06
County Auditor

I hereby approve of the legal form and correct-
ness of the whole contract.

[Signature]
Asst. Prosecuting Attorney

Approved by the Board. SEP 14 2006
Date:
EXECUTION VERSION

AGREEMENT FOR ACQUISITION OF ADDITIONAL EQUIPMENT AND RELATED SERVICES

This Agreement for Acquisition of Additional Equipment and Related Services ("Contract") is between the Board of Commissioners of Cuyahoga County (hereinafter the "County"), located at 2925 Euclid Avenue, Cleveland, Ohio 44115, and Diebold Election Systems, Inc. (hereinafter the "Vendor"), a Delaware corporation, with offices at 1253 Allen Station Parkway, Allen, Texas 75002.

RECITALS

WHEREAS, Vendor and the Ohio Secretary of State have entered into that certain Agreement for Acquisition of Voting Systems and Related Services, dated July 16, 2004, as amended (the "Amendment") on May 19, 2005 (together, the "Master Agreement"), which provides for the purchase by Ohio counties of election systems and services to be paid for with federal funds provided through the Help America Vote Act ("HAVA"); and

WHEREAS, the County has selected Vendor as its supplier of federally funded voting systems and related services under the Master Agreement; and

WHEREAS, in consideration of the County’s election of Vendor as its supplier under the Master Agreement, the County and Vendor desire to (i) enter into this Contract to have Vendor supply Additional Equipment and related services on the terms and subject to the conditions specified herein, and (ii) cause Data Information Management Systems, Inc. ("DIMS") to enter into the Voter Registration System Agreement (the "VR Agreement") with the County on the terms set forth in the VR Agreement.

NOW, THEREFORE, for good and valuable consideration and based upon the mutual promises recited herein, the parties do agree as follows:

ARTICLE I
DEFINITIONS

1.01 Acceptance has the meaning set forth for such term in Section 4.04 of the Master Agreement. For the avoidance of doubt, Acceptance of each AccuVote-TSX Unit encompasses full testing and Acceptance of the VVPAT Printer in accordance with the terms of the Master Agreement and Schedules thereto.

1.02 Additional Equipment means any and all products and services purchased under this Contract, which will be purchased without the use of federal funds. Schedule 1 identifies the Additional Equipment to be purchased by the County as of the date of this Contract, with the purchase of certain items specified therein being subject to certification following the date of this Contract.
1.03 Additional Units means the AccuVote-TSX Units purchased under this Contract, which will be purchased without the use of federal funds.

1.04 Contract means this contract, including the Schedules, Exhibits and Appendices hereto, and any amendments or modifications to any of them.

1.05 Integration means integration between the software and database licensed under the VR Agreement (the "VR System") and Vendor's global election management application ("GEMS") such that (1) VR System database files containing precinct profile data (districts, precincts, splits and polling locations) and race and candidate data can be retrieved from the VR System database and imported without error into GEMS and (2) Vendor's proprietary VC Programmer application works without error with both the VR System and GEMS.

1.06 Intellectual Property means all computer programs, literary articles, factual compilations, recordings, video tapes, multi-media content, images, musical work, sounds, algorithms, protocols, diagrams, methods, ideas, concepts, expressions, inventions, discoveries and improvements related to any of them.

1.07 Non-Schedule B Equipment means the Additional Equipment for which pricing is not specified in Schedule B to the Amendment. Table A of Schedule 1 identifies Non-Schedule B Equipment to be purchased by the County as of the date of this Contract.

1.08 OS Unit means the AccuVote Optical Scan electronic tabulator / auto-feeder, and includes all firmware, power cord and internal battery.

1.09 Schedule B Equipment means the Additional Units (including the VVPAT Printer), the OS Units and all other Additional Equipment for which pricing is specified in Schedule B to the Amendment. Table C of Schedule 1 identifies the Schedule B Equipment to be purchased by the County as of the date of this Contract.

1.10 Storage Cart has the meaning set forth in Section 2.05.

1.11 AccuVote-TSX Units means the AccuVote-TSX Electronic Tabulator direct recording electronic units purchased under this Contract, which will be purchased without the use of federal funds, and includes one VVPAT Printer, one PCMCIA memory card, embedded firmware, self-contained voting booth, power cord and internal battery.

1.12 VVPAT Printer means the printer module included with each AccuVote-TSX Unit at no additional charge, which provides a Voter Verified Paper Audit Trail, as defined in the Amendment.

**ARTICLE II**

**PURCHASE OF ADDITIONAL EQUIPMENT AND RELATED SERVICES**

2.01 Purchase Terms. Except as expressly provided to the contrary in this Contract, the terms and conditions of the Master Agreement shall apply to the purchase of the Additional
Equipment to the same extent as if the Additional Equipment were purchased under the Master Agreement and paid for with HAVA funding. Without limiting the generality of the foregoing:

(a) The delivery and transfer of title to the Additional Equipment will be governed by applicable terms of the Master Agreement.

(b) Installation, testing and Acceptance of the Additional Equipment will be governed by applicable terms of the Master Agreement.

(c) The warranty and indemnity terms of the Master Agreement will apply to the Additional Equipment and all related maintenance, installation and other services by the Vendor.

(d) The License Agreement included as Schedule E to the Master Agreement will define the County’s rights and licenses in any software and firmware included in the Additional Equipment.

2.02 **Special Terms and Conditions.** Notwithstanding the foregoing, the County will be solely responsible for payment for all Additional Equipment. Payment for Additional Equipment will be governed by the payment terms of the Master Agreement as modified and supplemented by this Contract.

2.03 **Purchase of Additional Units.** On a purchase order basis, Vendor will sell to the County Additional Units in such quantities as the County may order during the term of this Contract. The price of each Additional Unit purchased under this Contract will be $2,700.00.

2.04 **Purchase of Other Schedule B Equipment.** In addition to the Additional Units, on a purchase order basis, Vendor will sell to the County other Schedule B Equipment of such types and in such quantities as the County may order during the term of this Contract. The price of each item of Schedule B Equipment will be the applicable price set forth in Schedule B to the Amendment.

2.05 **Purchase of Storage Carts.** Vendor shall provide the County with up to one thousand four hundred (1,400) six-unit carts (with the precise number to be determined by the County in its sole discretion), Model # 3491181, including transport cases for precinct supplies (the “Storage Carts”) at a price of $100.00 per Storage Cart. As a necessary component to the purchase of the Storage Carts, and included in the cost of the Storage Carts, the County is entitled to 10 hours of consultation regarding warehouse layout, electrical systems specifications and layout, logistics planning, work space and storage space requirements. The County hereby acknowledges that such consulting services have been fully performed and Vendor acknowledges there will be no additional charge therefore.

2.06 **Purchase of Other Non-Schedule B Equipment.** In addition to the Storage Carts, on a purchase order basis, Vendor will sell to the County other Non-Schedule B Equipment of such types and in such quantities as the County may order during the term of this Contract. The
price of each item of Non-Schedule B Equipment will be the applicable price set forth in Schedule 1 to this Contract.

(a) Such Non-Schedule B Equipment shall perform as the County may reasonably expect given the nature of such Non-Schedule B Equipment and the use for which it is intended.

(b) Vendor represents and warrants that:

(i) The Non-Schedule B Equipment (A) is free from defects in materials, workmanship and design, (B) to the extent such Non-Schedule B Equipment include services to be rendered, such services will be rendered in a manner consistent with the standards of Vendor's industry using appropriately trained and qualified personnel, (C) will not be in violation of any applicable law, rule or regulations and Vendor will have obtained all permits and certifications required to comply with any such laws, rules and regulations, (D) will perform as required in any applicable schedule to the Master Agreement, and (E) will perform as described in any documentation provided to the County by Vendor.

(ii) No person representing Vendor has provided any gift, gratuity, service or other inducement to any employee of the County, the County, or to any agency involved in retaining Vendor's services.

2.07 Shipping. All shipments under this Article II shall be Free on Board (F.O.B.) the County's facilities. Vendor will select the carrier, and bear all risk of loss prior to delivery. Vendor must ship all items, with insurance and freight prepaid, to the site(s) designated by the County. Vendor must notify the County when any equipment or other items are shipped.

(a) Title and risk of loss for each component of the Additional Equipment (excluding the software and firmware included in the Additional Equipment) shall transfer automatically to the County upon delivery.

(b) The transfer of title to the County shall not affect any other rights the County has pursuant to this Contract or any applicable terms of the Master Agreement, including without limitation Vendor's obligation to repair deficiencies under warranty and maintenance terms set forth in the Master Agreement. In the event that the County rejects any Additional Equipment, cost of return freight shall be borne by Vendor.

2.08 License of Voter Registration System. Contemporaneously herewith and as an integral part of the consideration provided pursuant to this Contract, Vendor shall cause its affiliate DIMS to enter into the VR Agreement with the County on the terms set forth therein.

2.09 Integration. Subject to the successful completion of the VR Modifications, as defined in Section 3.03(b)(i), Vendor agrees to make any changes to the VR System necessary to achieve Integration. Integration has been defined based on laws, regulations and County procedures as they exist on the date of this Contract. If any such laws, regulations or procedures
change after the date of this Contract in a manner affecting Integration or the scope of the VR Modifications, or if the County for policy reasons requires changes to the VR Modifications, then the Vendor will perform any additional modifications needed to achieve Integration at rates no higher than those provided for in the Master Agreement.

**ARTICLE III**

**PAYMENT**

3.01 **General.** The terms of the Master Agreement applicable to payment for voting equipment purchased there under shall generally govern payment for the Additional Equipment, subject to the modifications set forth in this Article III.

3.02 **Additional Equipment.**

(a) Subject to the holdbacks described in Section 3.03 below, payment for each shipment of Additional Equipment set forth in Table A of Schedule 1 will be made within 30 days after the County receives the Vendor’s invoice for such shipment.

(b) Payment for each of the annual license fees due under the VR Agreement set forth in Table B of Schedule 1 will be made in accordance with the terms of the VR Agreement.

(c) Subject to the holdbacks described in Section 3.03 below, payment for each shipment of any Additional Equipment set forth in Table C of Schedule 1 will be made on Acceptance of such Additional Equipment in accordance with Section 4.04 of the Master Agreement, as amended by the Amendment.

3.03 **Holdback.** Notwithstanding the payment obligations set forth in Section 3.02 above, the County will hold the first $250,000 otherwise payable until Integration occurs, as determined by County testing (or is deemed to have occurred as further set forth below), at which time such $250,000 will become due and payable. The County acknowledges and agrees that:

(a) Integration as defined in this Contract assumes the County will timely make certain changes to the VR System, including alphabetization of precinct names and other changes to be defined by Vendor within 30 days after the date of this Contract (the “VR Modifications”) and that, if the VR Modifications are not made and Integration testing completed within five months after Vendor has defined the VR Modifications, then Integration will be deemed to have occurred; and

(b) this Contract defines Integration based on laws, regulations and County procedures as they exist on the date of this Contract, and that, if any such laws, regulations or procedures change after the date of this Contract in a manner affecting Integration or the scope of the VR Modifications, then Integration will be deemed to have occurred.
ARTICLE IV
CERTIFICATION OF FUNDS

4.01 Access to Funds. It is expressly understood by the parties that none of the rights, duties or obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07 of the Ohio Revised Code, have been complied with, and the expenditure of funds for payments due under this Contract has been approved by the County. The County will not issue purchase orders for any Additional Equipment unless funding has been so authorized.

ARTICLE V
SUBCONTRACTS

5.01 Approval of Subcontractors. Vendor shall not enter into subcontracts without prior written approval by the County, which approval shall not be unreasonably withheld, delayed or conditioned. All work subcontracted shall be at the expense of Vendor. In addition, any subcontractor named in or referred to in Schedule K to the Master Agreement shall be deemed acceptable for participation hereunder.

ARTICLE VI
CONFLICTS OF INTEREST

6.01 No Conflicts. No personnel of Vendor, member of the County or any other public official or employee of Cuyahoga County, Ohio who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any services under this Contract, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

6.02 Disclosure of Conflicts. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the County in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the County shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE VII
CONFIDENTIALITY

7.01 Confidentiality. During the term of this Contract, each party may provide the other party with confidential and/or proprietary materials and information (collectively “Confidential Information”). All materials and information provided by one party to the other party shall be considered Confidential Information. Each party agrees to maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the other party and will comply with the
obligations imposed on such party by the Ohio Revised Code. At any time, upon a party's request, the other party shall return all Confidential Information in its possession. The obligations contained in this Section 8.01 as they relate to the County are subject to the requirements of Ohio Revised Code 149.43 relating to the right of citizens to inquire into the activities of a governmental unit in Ohio. In the event that any of Vendor's Confidential Information is requested to be disclosed under Ohio Revised Code 149.43, the County shall provide Vendor with as much prior notice as reasonably practicable in order to provide Vendor with an opportunity to seek an appropriate protective order against disclosure of such Confidential Information.

ARTICLE VIII
TERM, TERMINATION AND SUSPENSION

8.01 Term. This Contract is effective as of September 14, 2006. Unless extended by the parties or earlier terminated or suspended under Section 8.02 below, this Contract will automatically expire upon full payment for the Additional Equipment. The expiration of this Contract will not diminish the effectiveness of any term of the Master Agreement applicable to the Additional Equipment and related services, which terms will remain in effect until expiration or termination in accordance with the terms of the Master Agreement. In addition and notwithstanding the preceding, the provisions of Sections 7.01, 9.01, 11.05, 12.02, 12.05 and 12.07 of this Contract shall survive the termination hereof in accordance with their respective terms.

8.02 Termination and Suspension. The County's rights to terminate or suspend this Contract are as set forth in the Master Agreement.

ARTICLE IX
LIMITATION OF LIABILITY

9.01 Disclaimer. EXCEPT AS STATED IN THE LAST TWO SENTENCES OF THIS SECTION 9.01, THE PARTIES HERETO SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES. THE COUNTY'S LIMITATION: THE COUNTY SHALL BE LIABLE TO VENDOR AND ANY OTHER PERSON OR ENTITY ONLY FOR THE TOTAL AMOUNT OF ALL AMOUNTS PAYABLE FOR PRODUCTS AND SERVICES RECEIVED UNDER THIS CONTRACT. VENDOR'S LIMITATION: VENDOR SHALL NOT BE LIABLE TO THE COUNTY OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE TOTAL AMOUNTS PAYABLE FOR PRODUCTS AND SERVICES DUE UNDER THIS CONTRACT. Under no circumstances shall this Section limit Vendor's indemnification obligations under this Contract. This Article X applies only to this Contract and does not affect the limitations of liability set forth in the Master Agreement.
ARTICLE X
RELATIONSHIP OF PARTIES

10.01 **Relationship of Parties.** It is agreed and understood that Vendor's (and its employees') relationship to the County is that of an independent contractor. Nothing in this Contract shall be construed to create the relationship of employer and employee, a joint venture, a partnership, or association between Vendor and the County.

10.02 **Vendor's Employees.** The County shall not provide any insurance coverage of any kind for Vendor's employees, and the County will not withhold any amount that would normally be withheld from an employee's pay. Neither Vendor nor any of Vendor's employees shall be entitled to any of the benefits provided to employees of the County, including, but not limited to health insurance, the accrual or use of paid vacation, and the accrual or use of sick time.

10.03 **Manner of Service.** Vendor shall determine the method, manner and means by which any services will be performed as long as such method, manner or means is consistent with this Contract, including the Schedules to this Contract.

10.04 **No Training Necessary.** Vendor hereby confirms to the County that the County will not be required to furnish or provide any training to Vendor, and Vendor's employees or agents, to enable Vendor to perform its obligations hereunder.

ARTICLE XI
REPRESENTATIONS AND COVENANTS OF THE PARTIES

11.01 **Authority.** Each party to this Contract represents to the other party that it has full power and authority to enter into this Contract and the execution, delivery and performance of this Contract does not violate the terms of any other contract to which it is a party, or any law or regulation to which it is subject.

11.02 **Prohibited Activities.** Vendor represents and warrants that no person representing Vendor has provided any gift, gratuity, service or other inducement to any employee of the County, the County, or to any agency involved in retaining Vendor's services.

11.03 **Vendor Personnel**

(a) Vendor represents and warrants that all Vendor’s personnel performing services under this Contract shall be qualified to perform the services described in this Contract. Vendor’s personnel shall agree to abide by the County's current standard safety and security procedures and harassment-free and drug-free polices, as the County may communicate from time to time, while assigned to provide services to the County under this Contract. The County will be provided with an opportunity to interview that person, at least five (5) days prior to the scheduled replacement, before giving its approval or disapproval, such approval not to be unreasonably withheld, delayed or conditioned.
(b) Vendor represents and warrants that: (i) all individuals designated to perform the services under this Contract are either citizens of the United States or legally eligible to work in the United States and (ii) it has and will comply with all applicable immigration laws and regulations relative to those individuals who are not citizens of the United States.

(c) The County may terminate the assignment of any Vendor personnel with cause, immediately, if the County, in its sole discretion chooses, or in the event that Vendor personnel has breached any obligation set forth herein. In the event of removal of any Vendor personnel and upon the County's request, Vendor shall designate an employee to replace the removed employee until completion of the applicable services.

11.04 WARRANTY DISCLAIMER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, NOT EXPRESSLY AND SPECIFICALLY SET FORTH HEREBIN INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

11.05 Notice of System Issues. Vendor will promptly inform the County of any significant product or service performance issues of which Vendor becomes aware in providing products and services to its other customers, to the extent the issue reasonably indicates that the products or services provided under this Contract are likely experience a similar performance failure or issue.

ARTICLE XII
MISCELLANEOUS

12.01 Materials and Facilities. Unless otherwise provided in the Schedules to this Contract, Vendor will provide all necessary equipment and related materials, including specialized equipment, and the like, to perform the services as specified in this Contract or any Schedule hereto. The County will supply such working space and facilities for Vendor while on the County's premises, and such additional materials as specified in the Schedules to either this Contract.

12.02 Information. During the term of this Contract and any extensions thereof, Vendor shall provide to the County detailed information with respect to any actual or alleged performance or maintenance issues experienced in connection with any product or services provided by or on behalf of Vendor to any state or the United States government (or subdivision, unit, body, or agency of any state or United States government) which class of product or service are intended to support the use of a direct recording electronic voting system (including but not limited to the use of the AccuVote-TSXI Unit), including an explanation of Vendor's response thereto. Vendor shall provide to the County regular updates of such issues and the progress and success of the response not less frequently than monthly.

12.03 Maintenance of Public Image. In performing any or all obligations under this Contract, Vendor shall use good faith efforts to instill and maintain in the voters in Cuyahoga
County confidence in Vendor and its products and to ensure that voters in Cuyahoga County are confident in the security, reliability, ease of use and accuracy of the AccuVote-TSX Unit.

12.04 Assistance. The County shall provide Vendor with reasonable assistance, access, necessary data, approvals, working space and information and such other cooperation as reasonably necessary to allow Vendor to timely and efficiently perform its obligations under this Contract.

12.05 Governing Law; Jurisdiction. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to conflict of law principles. The parties agree to the exclusive jurisdiction of the federal and state courts of Ohio in connection with any dispute arising hereunder.

12.06 Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.07 Severability. If any provision of this Contract is declared or found to be illegal, unenforceable or void, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective.

12.08 Performance. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

12.09 Waiver. No failure or delay by either party with respect to exercising any of its rights hereunder shall operate as a waiver thereof. No waiver of any breach or of any of the terms or provisions of this Contract shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12.10 Modifications. Any changes or modifications to this Contract shall be made and agreed to by both parties, in writing, and in advance.

12.11 Notification of Third Party Actions. Each party agrees that in the event an action is brought against it, directly involving the subject matter of this Contract by a third party, the outcome of which could have a direct and material effect upon the rights of the other party granted hereunder, the party against whom the action is brought will notify the other party as soon as possible and allow the other party an opportunity to appear in and defend such action, and its expenses (including reasonable attorney fees) shall be borne by the other party.

12.12 Third Party Beneficiaries. The parties agree that this Contract is for the benefit of the parties hereto. This Contract is not intended to confer any rights or benefits on any other
third party, including any employee, vendor, or customer of either party, and, there are no other third party beneficiaries as to this Contract or any part or specific provision of this Contract.

12.13 **Assignment.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, permitted assigns and authorized users. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party without the prior written consent of the other party, and such consent shall not be unreasonably withheld, delayed, or conditioned. Nor shall a party authorize anyone to either receive the benefits or fulfill the obligations of that party without the prior written consent of the other party which will not be unreasonably withheld, delayed, or conditioned.

12.14 **Entire Agreement.** This Contract and, as applicable, the Master Agreement, constitute the complete agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, and communications on such subject matter. Without limiting the foregoing, (a) this Contract does not govern any purchases by the County paid for with HAVA funds, which will be governed by the Master Agreement and (b) any additional terms and conditions set forth in an invoice, a purchase order or another peripheral document produced by the parties will be of no force or effect to the extent raising a conflict or ambiguity with respect to the terms of this Contract or the Master Agreement.

12.15 **Non-Exclusivity.** This Contract in no way establishes an exclusive arrangement between Vendor and the County. The County retains the ability to contact, negotiate term with, and enter into contracts with any other third party, including any competitor of Vendor, at any time, without notice to Vendor, on the same or similar subject matter, without incurring liability to Vendor.

12.16 **Notices.** Any notices required or permitted to be sent hereunder shall be served personally or by registered or certified mail, return receipt requested or by facsimile with confirmation or receipt, respectively to the addresses listed below.

Notices to the County shall be sent to:

Chief, Civil Division  
Cuyahoga County Prosecutor’s Office  
Justice Center – Courts Towers  
1200 Ontario Street  
Cleveland, Ohio 44133

With Copies to:

Cuyahoga County Board of Elections  
Attn: Director  
2925 Euclid Avenue  
Cleveland, Ohio 44115  
Facsimile: (216) 443-6633
Notices to Vendor shall be sent to:

Diebold Election Systems, Inc.
Attn: General Counsel
5995 Mayfair Road
North Canton, Ohio 44720
Facsimile: (330) 490-4450

With Copies to:

Diebold Election Systems, Inc.
Attn: Contracts Department
P.O. Box 1019
Allen, Texas 75013
Facsimile: (214) 383-1596

Each of the parties has caused this Contract to be executed on its behalf by its duly authorized representative as of the date set forth in § 8.01 above.

BOARD OF COMMISSIONERS OF CUYAHOGA COUNTY:

By: [Signature]

JIMMY DIMORA, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

Date:

DIEBOLD ELECTION SYSTEMS, INC.:

By: [Signature]

Dave Byrd

Title: PRESIDENT

Date: 9/2/06

FEDERAL TAX I.D. NUMBER

Cuyahoga County, OH
Diebold Election Systems, Inc.
**SCHEDULE 1**

**Additional Equipment and Pricing**

**Table A – Non-Schedule B Equipment**

<table>
<thead>
<tr>
<th>Item</th>
<th>List Price</th>
<th>Quantity</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>VC Programmer</td>
<td>$3,500</td>
<td>2</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Voter Card Reader (ST-100)</td>
<td>$150.00</td>
<td>5</td>
<td>$750.00</td>
</tr>
<tr>
<td>Diagnostic Ballots</td>
<td>$0.60</td>
<td>25</td>
<td>$15.00</td>
</tr>
<tr>
<td>Ender Cards</td>
<td>$0.50</td>
<td>30</td>
<td>$15.00</td>
</tr>
<tr>
<td>AccuVote-TSX Carts - 6 Unit</td>
<td>$330.00</td>
<td>1,400</td>
<td>$462,000.00</td>
</tr>
<tr>
<td>EMP*</td>
<td>$4,995.00</td>
<td>9</td>
<td>$44,955.00</td>
</tr>
<tr>
<td>Cart End Caps (VVPAT holders)</td>
<td>$75.00</td>
<td>2,800</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>OS Paper Rolls</td>
<td>$1.00</td>
<td>15</td>
<td>$15.00</td>
</tr>
<tr>
<td>OS Printer Ribbons</td>
<td>$6.00</td>
<td>6</td>
<td>$36.00</td>
</tr>
<tr>
<td>VVPAT (spares)</td>
<td>$350.00</td>
<td>100</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>AccuVote-TSX Battery Packs</td>
<td>$50.00</td>
<td>25</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Help Desk Platinum Package</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>AVPM Paper Rolls</td>
<td>$1.90</td>
<td>15,050</td>
<td>$28,595.00</td>
</tr>
<tr>
<td>Encoder Battery</td>
<td>$2.10</td>
<td>25</td>
<td>$52.50</td>
</tr>
<tr>
<td>OS Memory Card Battery</td>
<td>$2.50</td>
<td>2</td>
<td>$5.00</td>
</tr>
<tr>
<td>OS Battery</td>
<td>$25.00</td>
<td>3</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**Gross** $804,763.50

**Allowance** ($557,138.00)

**Sub Total** $247,625.50

* Not certified. The parties' rights and obligations regarding these items will become effective only upon certification.

**Table B – Voter Registration System Fees**

<table>
<thead>
<tr>
<th>Item</th>
<th>List Price</th>
<th>Quantity</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voter Registration – 1st Year Fees**</td>
<td>$252,903.73</td>
<td>1</td>
<td>$252,903.73</td>
</tr>
<tr>
<td>Voter Registration – 2nd Year Fees**</td>
<td>$155,633.06</td>
<td>1</td>
<td>$155,633.06</td>
</tr>
<tr>
<td>Voter Registration – 3rd Year Fees**</td>
<td>$160,302.06</td>
<td>1</td>
<td>$160,302.06</td>
</tr>
<tr>
<td>Voter Registration – 4th Year Fees**</td>
<td>$165,111.12</td>
<td>1</td>
<td>$165,111.12</td>
</tr>
<tr>
<td>Voter Registration – 5th Year Fees**</td>
<td>$170,064.45</td>
<td>1</td>
<td>$170,064.45</td>
</tr>
<tr>
<td>Voter Registration – 6th Year Fees**</td>
<td>$175,166.39</td>
<td>1</td>
<td>$175,166.39</td>
</tr>
<tr>
<td>Voter Registration – 7th Year Fees**</td>
<td>$180,421.38</td>
<td>1</td>
<td>$180,421.38</td>
</tr>
</tbody>
</table>

**Gross** $1,259,602.19

**Allowance** ($909,602.19)

**Sub Total** $350,000.00

**Table C – Schedule B Equipment**

**Cuyahoga County, OH**
**Diebold Election Systems, Inc.**

**Agreement for Acquisition of Additional Equipment and Related Services**, **Page 13 of 14**
<table>
<thead>
<tr>
<th>Item</th>
<th>List Price</th>
<th>Quantity</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>AccuVote-TSX (includes VVPAT Printer, AccuVote-TSX Memory Card and five-year warranty)</td>
<td>$2,700.00</td>
<td>900</td>
<td>$2,430,000.00</td>
</tr>
<tr>
<td>AccuVote-TSX Memory Card</td>
<td>$135.00</td>
<td>6,307</td>
<td>$851,445.00</td>
</tr>
<tr>
<td>VIBS Kits</td>
<td>$320.00</td>
<td>862</td>
<td>$275,840.00</td>
</tr>
<tr>
<td>APM Security Canisters</td>
<td>$12.50</td>
<td>6,307</td>
<td>$78,837.50</td>
</tr>
<tr>
<td>OS Memory Card</td>
<td>$250.00</td>
<td>5</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Voter Access Card</td>
<td>$3.50</td>
<td>6,180</td>
<td>$21,630.00</td>
</tr>
<tr>
<td>GEEMS Training</td>
<td>$2,400.00</td>
<td>15</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>Poll worker Training (30 per class)</td>
<td>$20.00</td>
<td>1204</td>
<td>$24,080.00</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td>$3,719,082.50</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$4,316,708.00</td>
</tr>
</tbody>
</table>
Form W-9

Request for Taxpayer Identification Number and Certification

Print at top of form

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
DIEBOLD ELECTION SYSTEMS, INC

Address: same as above

Check applicable box: [ ] Individual/ Sole proprietor [ ] Corporation [ ] Partnership [ ] Other

Address (number, street, and apt. or suite no.)
1233 ALLEN STATION PARKWAY

City, state and zip code
ALLEN, TX 75002

Exempt from backup withholding

Requests name and address (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am awaiting for a number to be issued to me), and

2. I am not subject to backup withholding because:

(a) I am exempt from backup withholding;

(b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or

(c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (excluding a U.S. resident alien).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For real estate transactions, Item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. [See the instructions on page 4.]

Signature of U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. A U.S. person. Use Form W-9 only if you are a U.S. person (excluding a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding.

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10219X

Form W-9 (Rev. 1-2008)
Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched the Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information: [Handwritten signature]

Organizational Information: Diebold Election Systems Incorporated
Date: 09/13/2006

This search produced the following list of possible matches:

0 Possible matches were found

<table>
<thead>
<tr>
<th>Name/Organization</th>
<th>Address</th>
</tr>
</thead>
</table>

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

http://www.auditor.state.oh.us/WhatsNew/FFR/Certified/default.aspx

9/13/2006
GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2509.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred thousand dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME ADDRESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
<tr>
<td>HOME PHONE</td>
<td>WORK PHONE</td>
<td></td>
</tr>
</tbody>
</table>

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duca</td>
<td>Christy</td>
<td>A</td>
</tr>
<tr>
<td>BUSINESS ORGANIZATION NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diebold Election Systems, Inc.</td>
<td>PHONE</td>
<td>469/675-8990</td>
</tr>
<tr>
<td>BUSINESS ADDRESS</td>
<td></td>
<td>P.O. Box 1019</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
<tr>
<td>Allen</td>
<td>TX</td>
<td>75013</td>
</tr>
</tbody>
</table>

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either “yes,” or “no” in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? □ Yes □ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? □ Yes □ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? □ Yes □ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? □ Yes □ No
5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List? □ Yes □ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? □ Yes □ No
in the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

[Signature]
APPLICANT SIGNATURE

[Date]
9/13/06
DATE
September 13, 2006

Cuyahoga County Board of Elections
Attn: Michael Vu, Director
2925 Euclid Avenue
Cleveland, Ohio 44115
Telephone: (216) 443-3200

Mr. Michael Vu,

Diebold Election Systems, Inc. (DESI) to its knowledge represents that DESI is the sole source of supply for the equipment and services identified in the Agreement for Acquisition for Additional Equipment and Related Services and the Data Management Information Systems (DIMS) Voter Registration Agreement.

Please do not hesitate to contact me or Yolanda Hawkins, Senior Contracts Manager if you have any questions or would like to discuss any matter further. Thank you for your assistance.

Best Regards,

Lloyd DeOrellas
Director of Logistics & Inventory
Diebold Election Systems, Inc.

YH

Enclosure

State of Texas
County of Cuyahoga

Before me, Carrie Decker, on this day personally appeared Lloyd DeOrellas, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of September, 2006.

Notary in and for the State of Texas

CARRIE A. DECKER
County and Public State of Texas
My Commission Expires
July 15, 2007
EXHIBIT P
CONTRACT
(General)

For the Election Day Technicians Professional Training Program for the November 7, 2006 General Election.

THIS AGREEMENT, made and entered into on this 5th day of September, 2008, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party" and Diebold Election Systems, Inc. (DESII)
of 1253 Allen Station Pkwy, Allen, TX 75002
hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of Two Hundred and Ninety-Seven Thousand, Seven Hundred and Eighty Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to create and conduct the professional training program for the Election Day Technicians for the November 7, 2006 Election. The "Second Party" will provide training for 1260 technicians and 2 trainers, 15 technicians per class for a total of 84 classes.

They will provide testing and evaluation of the Election Day Technicians

in accordance with specifications for the same, hereto attached; see specifications attached

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and do the said work and labor promptly, in a good substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the ___ day of ___.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Two hundred and ninety-seven thousand, seven hundred and eighty Dollars ($ 297,780.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of N/A.

Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS
of Cuyahoga County, Ohio.

By: __________________________
   Chairman.

______________________________
   Director, "First Party."

______________________________
   Contractor—"Second Party."

Signed in Duplicate in Presence of:

______________________________
Robert T. Bonnell

______________________________
Michael Vu

Title: __________________________

Date: _________________________
# Quotation

**Bill To:** CUYAHOGA COUNTY ELECTION DEPT - 11133
2926 EUCLID AVENUE
CLEVELAND, OH, 44115-2497
US

**Site:** CUYAHOGA COUNTY ELECTION DEPT - 0003427
2926 EUCLID AVENUE
CLEVELAND, OH, 44115-2497
US

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<tr>
<th>Code / Description</th>
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<td>350.00</td>
<td>class</td>
<td>600.00</td>
<td>210,000.00</td>
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<td>ST-0120 Training - Election Day Technicians</td>
<td>1.00</td>
<td>EACH</td>
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**Tax Summary**
- NOTAX: 0.00

**Terms** NET 30 DAYS

**Services** 507,780.00

**Price Quoted as valid to: 90 Days**

**Sales** 409-970-9390  Fax 216-363-1596  Visit us at: http://www.dieboldes.com  Email ann@dieboldes.com

All sales are subject to Diebold Election Systems, Inc. (Allen)'s Terms and Conditions of Sale Service and Technical Support (Terms and Conditions). Copies of which are available on http://www.dieboldes.com or on request.

By signing the Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Diebold Election Systems, Inc. (Allen)'s Terms and Conditions of Sale Service and Technical Support.
I. SCOPE OF SERVICES

A. PURPOSE

Election Day Technician training services are being retained for the November 7, 2006 election.

The Election Day Technician training program is intended to educate audiences on the proficient set-up, shut-down, take down and trouble shooting issues related to the voting devices. The Election Day Technician training will be based on the Election Day Technician training manual that will be provided by Diebold Election Systems.

The Election Day Technician training program must reflect the dynamics and diversity of Cuyahoga County and its citizens.

The training program and materials will be developed according to CCBOE processes and procedures, federal and state laws, Ohio Secretary of State requirements, and machine operation manuals.

B. BACKGROUND

The CCBOE is located at 2925 Euclid Avenue, Cleveland, Ohio. Its mission is to “serve the citizens...by faithfully conducting the election process...” There are 80 +/- permanent staff employed by the CCBOE. Within the CCBOE the Poll Workers Department exists to administer the recruitment, hiring, training, dispatching and payroll of presiding judges, judges, Election Day Technicians and other officers of elections. The normal business hours of the CCBOE are Monday through Friday from 8:30 a.m. to 4:30 p.m.

The CCBOE currently has 1,434 precincts in 583 voting locations to serve over 1 million registered voters.

The CCBOE will hire approximately 7,000 Poll Workers and Election Day Technicians for the November 7, 2006 General Election. “Poll Worker” refers to Presiding Judges and Judges and is responsible for all aspects of election administration at the precinct level on Election Day. “Election Day Technician” serves on Election Day as technical support and trouble shooter for the TSX voting units.
The average age of a Poll Worker is 64 years old. In addition, approximately 800 High School Students will be trained whose average age is 18 years.

Each Election Day Technician will be required to attend a training class prior to working on Election Day.

In 2002 Congress passed the Help America Vote Act. This federal law provides mandates and funding for election system upgrades. This voting reform eliminated punch-card voting in Ohio. In order to comply with the federal mandates of the Help America Vote Act of 2002, Cuyahoga County implemented an electronic voting system at the polls for the May 2, 2006 Primary Election. An optical scan voting system was implemented for May 2, 2006 Primary Election for absentee voters.

In February, 2004 the CCBOE selected the Diebold Election Systems, Inc. electronic voting system. The Secretary of State signed a contract with Diebold Election Systems to purchase 5,407 electronic voting machines for Cuyahoga County.

C. REQUIRED SERVICES

1. Development of Election Day Technician training

   a. Development of Election Day Technician training curriculum utilizing the Diebold Election Systems, Inc. training manual relative to voting device operations and troubleshooting issues. The training program must be basic in content keeping complexity to the absolute minimum.

      Develop appropriate training class agenda and appropriate length of time for training class.

   b. Training classes should include a visual Power Point presentation and lecture followed by a hands-on demonstration of the set-up, Election Day operation and closing of a voting machine. This should be created respective to the program curriculum.

   c. Development of content, agenda and delivery of lectures at Election Day Technician training classes. Lectures for Election Day Technician training classes shall instruct the Election Day Technician on the voting device and troubleshooting issues. The lectures shall be consistent with and compliment the training class materials, visual presentation, lecture and hands-on demonstration.
d. Development and production of a Power Point visual presentation that will be used as a key supplement of the lecture and hands-on demonstration portions of the training class. The visual presentations will be consistent with and compliment the training class materials, visual presentation, lecture and hands-on demonstration and will be used as a supplement of the lecture and hands-on demonstration portions of the training classes.

e. Development of content and execution of the hands-on demonstration of the set-up, Election Day operation and closing of the voting machines. Election Day Technician demonstration should include potential issues relative to the device for troubleshooting on Election Day.

f. Training classes should be planned and executed giving each person sufficient time for a required, individual attempt to apply the lesson and process of the technological portion of the class.

g. Develop and implement evaluation and reports on Election Day Technicians' performance to follow each training session. Each Election Day Technician shall demonstrate to the satisfaction of the trainer their understanding and competency on the use of the voting system.

h. Supplemental training materials and curriculum to be submitted to CCBOE by September 18, 2006 or as otherwise decided by CCBOE and selected vendor.

2. Identify, train and manage trainers for Election Day Technician Training Program. (Training services to be provided to the board will be performed by trainers identified by Diebold Election Systems, Inc. and as independent contractors to Diebold Election Systems Inc.)

a. Identify trainers who have suitable professional competency for training adults, preferably have some experience working at the polling locations in some capacity and have knowledge of the general tasks or areas covered by the training.

b. Schedule and conduct “train the trainer” classes according to training program developed. “Train the trainer” classes are to begin the week of September 11, 2006 and finish by September 28, 2006.

c. Identify “train the trainer” session curriculum, training session agenda and length of time of sessions.
d. The “train the trainer” session should include skills for team training and training adults.

c. Security is of the utmost importance. The trainer must be aware and accountable for the training materials at all times.

f. Training materials and curriculum to be submitted to CCBOE by September 18, 2006 or as otherwise decided by CCBOE and selected vendor

3. Locations for the training classes will be secured by the CCBOE.

a. Training class schedules will be determined by the CCBOE.

b. Training classes are to begin on Saturday, September 30, 2006 and finish on Sunday, November 5, 2006.

4. Diebold Election Systems, Inc. shall incorporate to the best of their ability into the Election Day Technician training the recommendations of the Cuyahoga Election Review Panel (CERP).

D. REQUIRED DELIVERABLES

1. Diebold Election Systems Inc. within two (2) days after the award of the contract shall meet with the CCBOE representatives to become familiar with the type of voter education program being provided and to develop a mutually agreeable strategy for completing the Scope of Work.

2. Within thirty (30) days of the Election, the selected vendor shall provide a written “after action” report to the Board of Elections.

3. Prior to acceptance, final production or delivery of training materials or curriculum, the selected vendor and the CCBOE shall establish mutually agreeable milestones at which the Board shall provide final approval of work completed to date.

4. The contract between the selected vendor and the CCBOE shall be flexible enough such that relevant Secretary of State Directives and/or Advisories and/or court decisions shall be incorporated into all aspects of the training program regardless of the date is issuance.
E. TIME OF COMMENCEMENT AND COMPLETION OF WORK

1. Diebold Election Systems, Inc. shall commence strictly upon instructions of the director and staff managers assigned to this project.

2. If the program is delayed due to changes ordered by the Director, a reasonable extension of the completion time will be considered. No claims shall be made on the Board other than as provided above.

F. BOARD OF ELECTIONS COMMITMENTS

1. The Board of Elections shall assign members of its staff to serve as managers of this project. Project managers shall facilitate the selected vendor's activities, provide access to relevant individuals and data, and be responsible to review the selected vendor's performance. Project managers shall not be directly nor indirectly responsible for performing any project activities for the selected vendor.

2. The Board of Elections shall establish a project advisory team(s) of appropriate Board of Elections' employees to advise the selected vendor on various project aspects.

3. The Board of Elections shall assure that the selected vendor has timely access to the degree feasible to relevant available data, supplies, personnel, etc.

4. The Board of Elections shall provide existing training materials and any required technical assistance to the selected vendor upon awarding of the proposal.

TIME OF COMMENCEMENT AND COMPLETION OF WORK

1. Diebold Election Systems, Inc. shall commence strictly upon instructions of the director and staff managers assigned to this project.

2. If the program is delayed due to changes ordered by the Director, a reasonable extension of the completion time will be considered. No claims shall be made on the Board other than as provided above.

F. BOARD OF ELECTIONS COMMITMENTS

1. The Board of Elections shall assign members of its staff to serve as managers of this project. Project managers shall facilitate Diebold Election System Inc. activities, provide access to relevant individuals and data, and be responsible to review Diebold Election Systems Inc.'s performance. Project managers shall not be directly nor indirectly responsible for performing any project activities for Diebold Election Systems, Inc.
2. The Board of Elections shall establish a project advisory team(s) of appropriate Board of Elections' employees to advise Diebold Election Systems Inc. on various project aspects.

3. The Board of Elections shall assure that Diebold Election Systems Inc. has timely access to the degree feasible to relevant available data, supplies, personnel, etc.

4. The Board of Elections shall provide existing training materials and any required technical assistance to Diebold Election Systems Inc. upon awarding of the proposal.

G. GENERAL TERMS AND CONDITIONS

1. The Board of Elections shall not award a contract for the provision of the services defined in the proposal specifications in violation of Section 3517.13 of the Ohio Revised Code.

2. The contract shall be subject to interpretation under the laws of the State of Ohio and shall be subject to the review of the Cuyahoga County Prosecutor's Office as to legal form and correctness.

3. Diebold Election Systems, Inc. shall agree to indemnify and save harmless the Board of Elections and all other entities involved in the project represented by this proposal from suits and actions of every nature and description brought against the vendor, for or on account of any injuries or damages received or sustained by a party or parties or from any acts of the vendor, his servants or agents.

II. CONTRACTING REQUIREMENTS

A. TYPE OF CONTRACT

The type of contract used will be the standard contract issued by the Board of Elections, prescribed by the Secretary of State. Form No. 64.

B. CONTRACT TERMS AND CONDITIONS

The following terms and conditions, and those terms and conditions stated elsewhere in the proposal specifications, shall be applied to the contract between the Board of Elections and Diebold Election Systems Inc.

1. The selected contractor shall begin work on the project as determined by the Director of the Board of Elections. No work shall begin prior to the awarding of the contract.
2. The proposal specifications and the selected contractor’s proposal shall become part of the contract.

3. The contract shall be subject to interpretation under the laws of the State of Ohio and shall be subject to the review of the Cuyahoga County Prosecutor’s Office as to legal form and correctness.

4. No part of the work described in the proposal specifications shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent, knowledge, and approval of the Board of Elections.

5. Acceptance of Performance is a Condition of the Contract.
   a.) It shall be understood and agreed that the Board of Elections shall determine with finality the satisfactory quality of the services and/or products furnished under the contract. Failure to meet the Board’s performance requirements is a reason for the termination of the agreement, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.
   b.) Penalty Charges: The selected contractor is responsible for the quality and delivery of the services rendered. Unsatisfactory quality and/or delivery of services product may result in a penalty charge of five percent (5%) of the amount charged for that particular election. Penalty charges will only be invoked if the selected contractor is unwilling or unable to correct or remedy the unsatisfactory conditions in a timely fashion.

6. In the event the contract is terminated by the Board, five days advance written notice shall be given to the contractor. The contractor shall provide all services and/or products required by the contract up to the contract termination date. Under no circumstances shall the Board be responsible for any type of penalty payment on the termination of the contract. The contractor shall be reimbursed for all services and/or products provided to the contract termination date.

7. The awarding of the contract to shall not indicate that the selected contractor shall receive future work on similar projects nor shall it prohibit the selected contractor from receiving such work.

8. The selected contractor understands that while the contract award is being conducted in 2006, that the funds to be obligated hereunder shall be from the Cuyahoga County Budget Year 2006; and that it will be certified within the County’s Financial Automated Management Information System (FAMIS).
9. The Cuyahoga County Board of Elections reserves the right to modify this contract, by amendment, whether it is in part(s) or in its entirety due to the implementation in Cuyahoga County of the Help America Vote Act 2002.

C. METHOD OF PAYMENT

To receive payment, the selected contractor shall submit a detailed invoice to the Board of Elections accompanied by any necessary itemization of costs and verification of completed services. The invoice shall then be properly vouchedered; and after evaluation of services rendered, invoice shall be approved for payment. Payment shall be made only for work properly performed and submitted by the selected contractor.
EXHIBIT Q
CONTRACT

(General.)

Date: October 1, 2008, by and between the Board of Elections of Cuyahoga County, Ohio, and hereinafter designated as "First Party" and Debiold Election Systems, Inc. (DESI)

of 1293 Allen Station Pkwy, Allen, TX 75002,
hereinafter designated as "Second Party".

WITNESSETH, that said "Second Party", for and in consideration of the sum of Two Hundred and Ten Thousand, Dollars, to be paid as hereinafter specified, hereby agrees to furnish unto said "First Party" all the necessary materials, and do all the work and labor required to conduct the professional technical training program for the Poll Workers at a minimum of 350 classes with one technical trainer per Poll Worker class. Any additional class will be billed at the cost of $600.

in accordance with specifications for the same, here-to attached; see specifications attached.

which specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a substantial and workmanlike manner, under the direction of said "First Party", without hindrance or delay. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 9th day of November, 2008.

And said "First Party", for and in consideration of the true and faithful performance of said work and labor and furnishing of said materials as aforesaid, hereby agrees to pay unto said "Second Party" said sum of Two Hundred and Ten Thousand Dollars ($210,000.00), when the aforesaid materials shall all have been furnished and said work and labor shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said "First Party". And if the said "Second Party" shall fail to complete the contract by the time specified, then the said "Second Party" shall forfeit and pay to the "First Party" the sum of N/A Dollars for each and every day the same shall be delayed beyond such time so named, to be deducted from the amount due or to become due to said "Second Party".

Witness our hands, the day and year first above written.

THE BOARD OF ELECTIONS

of Cuyahoga County, Ohio.

By: Robert D. Bennett
Chairman.

And

L. Michael Vu
Director.
"First Party."

Title:
Contractor—"Second Party."

Signed in Duplicate in Presence of:
**Quotation**

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**Bill To:** GUYAHOGA COUNTY ELECTION DEPT - 11133
2925 EUCLID AVENUE
CLEVELAND, OH 44115-2497
US

**Site:** GUYAHOGA COUNTY ELECTION DEPT - 0003427
2925 EUCLID AVENUE
CLEVELAND, OH 44115-2497
US

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<td>#ST-0120 Volume Training - Poll Worker <strong>Assumes 18 students per class.</strong> One week minimum notice on schedule changes (otherwise, class changes will be billed) Up to 8 different locations for training, site locations provided by the County Minimum of 350 classes to begin on 09-25-06 Each additional class will be $660 above 350 Each class includes the manual and QRG</td>
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<td>#ST-0120 Volume Training - Election Day Technicians <strong>1260 EDT's (Election Day Technicians). Includes 84 classes staffed by 2 trainers and EDT Manuals. County must provide location and equipment for training. Limit of 15 EDT's per class</strong></td>
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**Tax Summary**

- **Services** 507,780.00
- **Less Discount** 0.00
- **Less Sales Tax** 0.00
- **Plus Tax** 0.00
- **Total Due (USD)** 507,780.00

**Terms** NET 30 Days

**Sales** 469-975-8990 **Fax** 214-383-1598 **Visit us at** [http://www.dieboldes.com](http://www.dieboldes.com) **Email** ann@dieboldes.com

Please complete the details below and fax or email them to us:

- [ ] Direct Deposit
- [ ] Credit Card
  - [ ] Visa
  - [ ] Mastercard
  - [ ] Bankcard
  - [ ] Card No. ___________________ 
  - [ ] Exp. Date ___________________
  - [ ] Cardholder's Name ___________________
  - [ ] Signature ___________________

Please place my order now

Name ___________________

Company ___________________

Email ___________________

Address ___________________

City ___________________ State _______ Zip Code _______

All sales are subject to Diebold Election Systems, Inc. (Allen’s Terms and Conditions of Sale and Technical Support (Terms and Conditions)), copies of which are available on http://www.dieboldes.com or on request.

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Diebold Election Systems, Inc. (Allen’s Terms and Conditions of Sale and Technical Support).
I. SCOPE OF SERVICES

A. PURPOSE

Training services are being retained for the November 7, 2006 election.

The poll worker technical training program is intended to educate audiences on the proficient set-up, start-up, troubleshoot, shut-down, take down, and administration of the electronic voting system.

The Poll Worker technical training program must reflect the dynamics and diversity of Cuyahoga County and its citizens.

The training programs and materials will be developed according to CCBOE processes and procedures, federal and state laws, Ohio Secretary of State requirements, and machine operation manuals.

B. BACKGROUND

The CCBOE is located at 2925 Euclid Avenue, Cleveland, Ohio. Its mission is to "serve the citizens...by faithfully conducting the election process..." There are 80 +/- permanent staff employed by the CCBOE. Within the CCBOE the Poll Workers Department exists to administer the recruitment, hiring, training, dispatching and payroll of presiding judges, judges, Election Day Technicians and other officers of elections. The normal business hours of the CCBOE are Monday through Friday from 8:30 a.m. to 4:30 p.m.

The CCBOE currently has 1,434 precincts in 583 voting locations to serve over 1 million registered voters.

The CCBOE will hire approximately 7,000 Poll workers and Election Day Technicians for the November 7, 2006 General Election. "Poll Worker" refers to Presiding Judges and Judges and is responsible for all aspects of election administration at the precinct level on Election Day. "Election Day Technician" serves on Election Day as technical support and trouble shooter for the TSX voting units.
The average age of a Poll Worker is 64 years old. In addition, approximately 800 High School Students will be trained whose average age is 18 years.

Each Poll Worker and Election Day Technician will be required to attend a training class prior to working on Election Day.

In 2002 Congress passed the Help America Vote Act. This federal law provides mandates and funding for election system upgrades. This voting reform eliminated punch-card voting in Ohio. In order to comply with the federal mandates of the Help America Vote Act of 2002, Cuyahoga County implemented an electronic voting system at the polls for the May 2, 2006 Primary Election. An optical scan voting system was implemented for May 2, 2006 Primary Election for absentee voters.

In February, 2004 the CCBOE selected the Diebold Election Systems, Inc. electronic voting system. The Secretary of State signed a contract with Diebold Election Systems to purchase 5,407 electronic voting machines for Cuyahoga County.

C. REQUIRED SERVICES

1. Development of Poll Worker technical training program.
   a. Development of Poll Worker technical training curriculum relative to CCBOE Election Day processes and procedures and voting device operations. The technical training program must be basic in content keeping complexity to the absolute minimum.
   b. Delivery of hands on, interactive lectures that instruct the Poll Workers on the responsibilities of the technical part of the voting machines.
   c. Development of content and execution of the hands-on demonstration of the set-up, Election Day operation and closing of the voting machines. The following topic shall be included but not limited to:
      - Setting up and testing the voting equipment;
      - Suggestions for precinct set-up;
      - Operation of voting machines from start to finish including the VVPAT;
      - Processing of voters, to the absentee voter, to the regular voter, to the provisional voter;
      - Troubleshooting methods to quickly identify and resolve any problems;
      - The opening and closing of polling locations on the Monday Organization meetings and Election Day;
• Proper operation and security for modem transmission of election results (if applicable);
• Printing of zero counts before the polls open;
• Assisting voters who require help while in the voting process;
• Immediate determination of device problems;
• Using the battery back up during electrical failure;
• Taking a malfunctioning piece of equipment out of service;
• Closing the polls and producing results in any of the methods available for that particular devise;
• How and when to place service calls.
• Poll worker training provided by the vendor, to the Cuyahoga County Board of the Elections at the direction of the Cuyahoga County Board of Election; and
• Training materials for use by election personnel when conducting educational outreach programs.
• One technical trainer per Poll Worker professional training program program.

d. Training classes should be planned and executed giving each person sufficient time for a required, individual attempt to apply the lesson and process of the technological portion of the class.

c. Develop and coordinate an evaluation process on Poll Workers’ performance to following each training session. Each Poll Worker shall demonstrate to the satisfaction of the trainer their understanding and competency on the use of the voting system. This will be developed in cooperation with Cuyahoga Community College.

f. Supplemental training materials and curriculum to be submitted to CCBOE by September 18, 2006 or as otherwise decided by CCBOE and Diebold Election Systems, Inc.

2. Identify, train and manage trainers for Poll Worker Technical Training Program.
   (Training services to be provided to the board will be performed by technical trainers identified by the Diebold Elections Systems, Inc. and serve as independent contractors to Diebold Election Systems, Inc.)

a. Identify technical trainers who have suitable professional competency for technical training of adults, preferably have some experience working at the polling locations in some capacity and have knowledge of the general tasks or areas covered by the technical training.

b. Schedule and conduct "train the trainer" classes according to technical training program developed. "Train the trainer" classes are to begin the week of September 18, 2006 and finish by September 29, 2006.
c. The "train the trainer" session should include skills for team technical training and training adults.

d. Security is of the utmost importance. The technical trainer must be aware and accountable for the training materials at all times.

D. REQUIRED DELIVERABLES

1. Diebold Election Systems, Inc. within two (2) days after the award of the contract, shall meet with the CCBOE representatives to become familiar with the type of professional technical training program being provided and to develop a mutually agreeable strategy for completing the Scope of Work.

2. Within thirty (30) days of the Election, Diebold Election Systems, Inc. shall provide a written "after action" report to the Board of Elections.

3. Prior to acceptance, final production or delivery of training materials or curriculum, Diebold Elections Systems, Inc. and the CCBOE shall establish mutually agreeable milestones at which the Board shall provide final approval of work completed to date.

4. The contract between Diebold Election Systems Inc. and the CCBOE shall be flexible enough such that relevant Secretary of State Directives and/or Advisories and/or court decisions shall be incorporated into all aspects of the training program regardless of the date is issuance.

E. TIME OF COMMENCEMENT AND COMPLETION OF WORK

1. Diebold Election Systems, Inc. shall commence strictly upon instructions of the director and staff managers assigned to this project.

2. If the program is delayed due to changes ordered by the Director, a reasonable extension of the completion time will be considered. No claims shall be made on the Board other than as provided above.

F. BOARD OF ELECTIONS COMMITMENTS

1. The Board of Elections shall assign members of its staff to serve as managers of this project. Project managers shall facilitate Diebold Election System Inc. activities, provide access to relevant individuals and data, and be responsible to review Diebold Election Systems Inc.'s performance. Project managers shall not be directly nor indirectly responsible for performing any project activities for Diebold Election Systems, Inc.
2. The Board of Elections shall establish a project advisory team(s) of appropriate Board of Elections' employees to advise Diebold Election Systems, Inc. on various project aspects.

3. The Board of Elections shall assure that Diebold Election Systems Inc. has timely access to the degree feasible to relevant available data, supplies, personnel, etc.

4. The Board of Elections shall provide existing training materials and any required technical assistance to Diebold Election Systems Inc. upon awarding of the proposal.

G. GENERAL TERMS AND CONDITIONS

1. The Board of Elections shall not award a contract for the provision of the services defined in the proposal specifications in violation of Section 3517.13 of the Ohio Revised Code.

2. The contract shall be subject to interpretation under the laws of the State of Ohio and shall be subject to the review of the Cuyahoga County Prosecutor’s Office as to legal form and correctness.

3. Diebold Election Systems, Inc. shall agree to indemnify and save harmless the Board of Elections and all other entities involved in the project represented by this proposal from suits and actions of every nature and description brought against the vendor, for or on account of any injuries or damages received or sustained by a party or parties or from any acts of the vendor, his servants or agents.

II. CONTRACTING REQUIREMENTS

A. TYPE OF CONTRACT

The type of contract used will be the standard contract issued by the Board of Elections prescribed by the Secretary of State, Form No. 64.

B. CONTRACT TERMS AND CONDITIONS

The following terms and conditions, and those terms and conditions stated elsewhere in the proposal specifications, shall be applied to the contract between the Board of Elections and Diebold Election Systems Inc.

1. The selected contractor shall begin work on the project as determined by the Director of the Board of Elections. No work shall begin prior to the awarding of the contract.
2. The proposal specifications and the selected contractor's proposal shall become part of the contract.

3. The contract shall be subject to interpretation under the laws of the State of Ohio and shall be subject to the review of the Cuyahoga County Prosecutor's Office as to legal form and correctness.

4. No part of the work described in the proposal specifications shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent, knowledge, and approval of the Board of Elections.

5. Acceptance of Performance is a Condition of the Contract.

   a.) It shall be understood and agreed that the Board of Elections shall determine with finality the satisfactory quality of the services and/or products furnished under the contract. Failure to meet the Board's performance requirements is a reason for the termination of the agreement, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.

   b.) Penalty Charges: The selected contractor is responsible for the quality and delivery of the services rendered. Unsatisfactory quality and/or delivery of services product may result in a penalty charge of five percent (5%) of the amount charged for that particular election. Penalty charges will only be invoked if the selected contractor is unwilling or unable to correct or remedy the unsatisfactory conditions in a timely fashion.

6. In the event the contract is terminated by the Board, five days advance written notice shall be given to the contractor. The contractor shall provide all services and/or products required by the contract up to the contract termination date. Under no circumstances shall the Board be responsible for any type of penalty payment on the termination of the contract. The contractor shall be reimbursed for all services and/or products provided to the contract termination date.

7. The awarding of the contract to the selected contractor shall not indicate that the selected contractor shall receive future work on similar projects nor shall it prohibit the selected contractor from receiving such work.

8. The selected contractor understands that while the solicitation that results in the contract award is being conducted in 2006, that the funds to be obligated hereunder shall be from the Cuyahoga County Budget Year 2006; and that it will be certified within the County's Financial Automated Management Information System (FAMIS).

9. The Cuyahoga County Board of Elections reserves the right to modify this contract, by amendment, whether it is in part(s) or in its entirety due to the
implementation in Cuyahoga County of the Help America Vote Act 2002.

C. METHOD OF PAYMENT

To receive payment, the selected contractor shall submit a detailed invoice to the Board of Elections accompanied by any necessary itemization of costs and verification of completed services. The invoice shall then be properly vouchered; and after evaluation of services rendered, invoice shall be approved for payment. Payment shall be made only for work properly performed and submitted by the selected contractor.