

JOHN H. STROGER, JR., PRESIDENT
BOARD OF COUNTY COMMISSIONERS

RAYMOND C. ROBIN
PURCHASING AGENT



COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

July 13, 2005

Sequoia Voting Systems
7677 Oakport Street, Suite 800
Oakland, CA 94621
Attn: Tracey Graham

Ref: Contract No: 05-43-568

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Raymond C. Robin".

Raymond C. Robin
Purchasing Agent

RR/cm

Enclosure

cc: Rosanne Farella

CONTRACT FOR SUPPLY

DOCUMENT NO. 05-43-568



ELECTION EQUIPMENT

FOR

COOK COUNTY CLERK, ELECTION DEPARTMENT

WITH: SEQUOIA VOTING SYSTEMS, INC.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 12 2005

**BOARD OF COMMISSIONERS
COUNTY OF COOK
JOHN H. STROGER, JR., PRESIDENT**

COM _____

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

062105

REQ# 55240050

0708

John Stroger
7/12/05

**CONTRACT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND SEQUOIA VOTING SYSTEMS**

PART ONE

This **CONTRACT** ("Contract" or "Agreement") made and entered into by and between the COUNTY OF COOK, ILLINOIS, a body politic and corporate ("County") through its Cook County Board of Commissioners ("Board") on behalf of its County Clerk of Cook County ("Clerk" or "County Clerk") and Sequoia Voting Systems, Inc. ("Sequoia" or "Contractor"), pursuant to authorization of the Board on June 21, 2005 as evidenced by the Board authorization letter ("Board Authorization Letter") attached hereto as **Exhibit A**.

WHEREAS, the Cook County Clerk and the Board of Election Commissioners of the City of Chicago ("Chicago Board of Election Commissioners") are responsible for conducting elections within the City of Chicago and the County of Cook, with the Chicago Board of Election Commissioners administering the elections held within the City of Chicago, and the Clerk having responsibility for elections held in the remainder of the County; and

WHEREAS, together the Clerk and the Chicago Board of Election Commissioners coordinate elections within more than 5,100 precincts on any Countywide Election Day; and

WHEREAS, following a Request for Proposals process, the Clerk has recommended that the County purchase election equipment, including all system components as described Exhibit B, Statement of Work, attached hereto (the "System" or the "System Components"), as well as certain related services, to be delivered to the Clerk at designated County facilities;

WHEREAS, Sequoia possesses the expertise and resources necessary to provide the System required by the Clerk and related services on the terms and conditions hereinafter provided and in consideration of the payments set forth herein;

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

I. RECITALS

The above recitals are incorporated into this Contract as if fully set forth herein.

II. TERM

The Contract shall commence on the date that the Cook County Board of Commissioners authorizes execution of this Agreement (the "Effective Date") and shall continue for a five year period thereafter. The Warranty Service obligations set forth in this Contract shall be in effect for a two year period following acceptance of the individual items of Equipment, with the exception of the 400C, which has a one year warranty service package. Warranty Services shall

continue at the rates set forth in this Contract for up to five (5) additional years except with respect to the 400C, for which warranty services shall be offered, at the rates set forth in this Contract, for an additional six years following the one year package. These warranty service arrangements shall be subject to the extension of this Contract for the relevant period and subject further to payment of the applicable Warranty Service fees.

III. COMPENSATION AND PAYMENT TERMS

The maximum amount payable pursuant to this Contract shall not exceed the amount of \$23,754,630.00 (Twenty-Three Million Seven Hundred Fifty-four Thousand Six Hundred Thirty dollars) (the "Contract Amount"). Invoices in triplicate on County Invoice Form 29A shall be submitted by Sequoia to the Clerk when requesting payment. Sequoia shall be compensated in accordance with the Payment Schedule set forth as Exhibit E, Payment Schedule, subject to Part II, General Conditions, Section GC-05, Payment. Payment under this Contract shall be contingent upon receipt by the County of funding from the State of Illinois.

IV. GENERAL CONDITIONS

The Contract incorporates the provisions attached hereto as Part II, General Conditions.

V. SPECIAL CONDITIONS

The Contract incorporates the provisions attached hereto as Part III, Special Conditions.

VI. EXHIBITS

The following documents are attached to and incorporated into this Contract:

- Exhibit A - Board Authorization Letter
- Exhibit B - Statement of Work
- Exhibit C - Implementation Schedule
- Exhibit D - Delivery Schedule
- Exhibit E - Payment Schedule
- Exhibit F1 - Initial Equipment, Services and Price List
- Exhibit F2 - Revised Equipment, Services and Price List
- Exhibit G - Equipment and Software Maintenance Terms
- Exhibit H - Escrow Terms

VII. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of the following documents specified below (which are collectively known as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority, shall be as follows:

- (1) Part One;

- (2) Part II, General Conditions;
- (3) Part III, Special Conditions;
- (4) Exhibits.

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

END OF SECTION

C. Escrow Agent agrees to accept from Licensor, and Licensor agrees to deposit with Escrow Agent, within thirty (30) days after each Update is made available to Licensor's customers generally, one (1) copy of the Source Code relating to each such Update and applicable Documentation. For each deposit, Escrow Agent will issue a receipt to Licensor, accompanied by a general list or description of the materials so deposited. In the event that an Update or series of Updates supersede a prior version of the Software in its entirety, Licensor may, with the prior written consent of Licensee, require Escrow Agent to return or destroy the Source Code representing such prior version of the Software by so notifying the Escrow Agent and Licensee in writing.

D. Escrow Agent shall exercise reasonable care to protect and safeguard all Property delivered pursuant to this Agreement and shall segregate and label such Property according to the date of delivery and any other identifying information supplied by Licensor.

E. On the occurrence of any Default as defined in Section 3 of this Agreement, Licensee shall forward to Escrow Agent, with a copy to Licensor, a notice stating that a Default has occurred under Section 3 of this Agreement. Upon receipt of such notice, Escrow Agent shall confirm with Licensor that Licensor has received a copy of such notice. If Licensor has not received a copy of such notice, Escrow Agent shall provide such notice to Licensor by telecopier (with written confirmation of receipt) or by nationally recognized overnight carrier such as Federal Express (receipt requested). Upon Licensor's confirmed receipt of such notice, Licensor shall have twenty (20) business days to provide to Escrow Agent, with a copy to Licensee, a notice of Licensor's objection to the release of the Property. Licensor's provision of such notice of objection to the other parties shall be considered a dispute and shall be governed as such under the terms of Section 7 hereof. If Licensor does not provide such notice of objection within the specified time period, then Escrow Agent shall release the Property to Licensee and Licensee shall then be authorized to use the Property for the Purpose and in accordance with the license granted in this Agreement.

F. In the event Licensor delivers an objection notice pursuant to Section 5E above, Escrow Agent shall continue to hold the Property, and shall not release the same to Licensee, until receipt of joint written instructions of the parties pursuant to Section 7A below or until ten (10) days after receipt of a decision of court of competent jurisdiction pursuant to Section 7B below.

6. Tests

Licensee shall have the right to inspect and conduct tests of the Property, under the supervision of Licensor, at the premises of Escrow Agent, to confirm that Licensor has met its obligations under this Agreement.

7. Disputes

A. In the event of any dispute respecting the release of the Property under Section 5 hereof, representatives of Licensor and Licensee shall meet no later than ten (10) business days after delivery of Licensor's notice objecting to such release and shall enter into good faith

negotiations aimed at curing the identified deficiencies alleged to exist. If such persons are unable to resolve the dispute in a satisfactory manner within five (5) business days, either Licensor or Licensee may seek to avail themselves of their existing legal remedies. Disputes shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois.

8. Address

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is simultaneously mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Licensor: SEQUOIA VOTING SYSTEMS, INC.
7677 Oakport Street
Oakland, California 94621
Attn: President
Telecopy No.: 510-285-5814

With a
Copy to:

Licensee:

With a
Copy to:

9. Assignment

Except as expressly provided in this Agreement, neither this Agreement nor any rights, liabilities, or obligations hereunder may be assigned by Escrow Agent or Licensee without the prior written consent of both Licensee and Licensor. This Escrow Agent may only be assigned by Licensor in accordance with Section GC-02 in Part II of the Purchase Agreement.

10. Confidentiality

Upon receipt of the Property, Licensee shall maintain the Property in strict confidence, shall use and disclose it only as necessary to achieve the Purpose and shall use at least the same

degree of care it provides for its own programs in source code form (or, if not applicable, then at least the same degree of care as is standard in the software industry) to protect the Source Code as restricted, proprietary and confidential.

11. Fees

A. Licensors shall pay to Escrow Agent, annually in advance during the term hereof, all fees of the Escrow Agent at its prescribed rate.

B. It is acknowledged that there is no other payment required in exchange for the rights Licensee acquires under the License Agreement or hereunder.

12. Obligations of Escrow Agent

A. Escrow Agent shall not be required to inquire into the truth of any statements or representations contained in any notices, certificates, or other documents required or permitted hereunder, and it may assume that the signatures on any such documents are genuine, that the persons signing on behalf of any party thereto are duly authorized to issue such document, and that all actions necessary to render any such documents binding on any party thereto have been duly undertaken.

B. Notwithstanding any other provision of this Agreement, in the event Escrow Agent receives conflicting demands from Licensors and Licensee respecting the release of the Property to Licensee hereunder, Escrow Agent may, in its sole discretion, file an interpleader action with respect thereto in any court of competent jurisdiction in the State of Illinois and deposit the Property with the clerk of the court or withhold release of the Property until instructed otherwise by court order.

C. Licensors and Licensee do hereby (a) release, and agree to indemnify and hold harmless, Escrow Agent from and against any and all liability for losses, damages, and expenses (including attorneys' fees) that may be incurred by Escrow Agent on account of any action taken by Escrow Agent in good faith pursuant to this Agreement, other than negligent actions and (b) agree to defend and indemnify Escrow Agent from and against any and all claims, demands, or actions arising out of or resulting from any action taken by Escrow Agent in good faith pursuant to this Agreement.

13. Independent Contractor Status

The parties hereto are and shall be independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between or among the parties hereto. Without limiting the generality of the foregoing, Escrow Agent shall be regarded as an independent custodian of the Property and not as an agent or trustee of Licensors.

14. Miscellaneous

A. The parties hereto agree that they shall comply with all applicable laws in their respective performance of their obligations under this Agreement.

B. Each party represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party; and further agrees that it is duly authorized and has the full right and authority to enter into this Agreement.

C. All questions concerning the validity, operation, interpretation, and construction of this Agreement shall be governed by and determined in accordance with the laws of the State of Illinois.

D. No party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party (ies) of any of the provisions of this Agreement. Further, the waiver by any party of any particular breach of this Agreement by any other party shall not be construed to constitute a continuing waiver of such breach or of any other breaches of the same or other provisions of this Agreement.

E. If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby.

F. The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating to the subject matter hereof.

G. This Agreement may be signed in one or more counterparts each of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SEQUOIA VOTING SYSTEMS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[ESCROW AGENT]

By: _____
Name: _____
Title: _____

PART II GENERAL CONDITIONS

GC-01 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities for personal injury or property damage to third parties incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not (except as herein permitted) be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent. The Purchasing Agent shall not unreasonably withhold or delay such approval. In no case and under no circumstances, however, shall such approval operate to relieve the Contractor from its duties, liabilities or obligations hereunder or change the terms of the Contract. Notwithstanding the foregoing, Contractor may, upon written notice to the County and no sooner than eighteen (18) months after the Effective Date, assign this Contract to any current or future affiliate of Contractor and any successor to substantially all of the business or assets of Contractor provided, however, that such assignment shall not release Contractor from its obligations hereunder. The term "affiliate" as used herein shall mean any entity controlling, controlled by or under common control with Contractor. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The County reserves the right to prohibit any person from entering any County facility for any

reason provided same does not adversely impact Contractor's ability to perform its obligations and duties under this Agreement. All contractors and subcontractors of the Contractor shall be accountable to the Clerk or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-03 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, upon reasonable prior notice, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished by Contractor under this Contract.

GC-04 INSURANCE

Contractor shall maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. Contractor has provided a certificate of insurance to the County evidencing coverages and amounts in effect as of commencement of this Contract, which amounts and coverages are satisfactory to County. All insurance required hereunder shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage.

GC-05 PAYMENT

All invoices submitted by the Contractor shall be in accordance with Exhibit E, Payment Schedule, and shall contain a reasonably detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

Contractor shall be entitled to invoice the County in accordance with the Schedule set forth on Exhibit E, Payment Schedule, and the prices set forth on Exhibits F1 and F2, as applicable, subject to the satisfaction of any events required for payment under this Contract; e.g., certifications or acceptances. In consideration of and to facilitate the substantial expenditures which will be made by Contractor in obtaining certification, ordering required supplies and manufacturing and delivering customized equipment to the County on the expedited schedule set forth in this Contract, the first payment due under the Contract shall be forty per cent (40%) of the Contract Amount or \$9,501,852, which amount may be invoiced upon certification of the DRE Component of the System as required by Part III, Section 1. Following this payment, Contractor shall be entitled to invoice the County in accordance with the Schedule set forth on Exhibit E, provided that it has delivered the Equipment and provided the Services in accordance with the Delivery and

Implementation Schedules set forth on Exhibits D and C, respectively, unless Contractor's failure to meet these Schedules is due to the fault of the County in delaying the certification process.

The County shall make payment within thirty (30) days following receipt of Contractor's proper invoices, until the amount of \$23,379,167 is reached. Ten per cent (10%) of the Contract Amount, or \$2,375,463, shall be withheld by the County and shall not be payable to the Contractor until the System has achieved Final Acceptance pursuant to Part III, Section 5.4, of this Contract.

GC-06 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-07 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-08 FUTURE PURCHASES

For a period of four years following the commencement date of this Contract, Contractor agrees to offer to the County the best pricing it then makes available to any customer for use in the United States with respect to any new purchases of election equipment and/or software from Sequoia or from any entity to which Sequoia may, in accordance with this Agreement, assign this Contract. For purposes of this Section GC-08, "best pricing" shall take into consideration reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the equipment and/or software.

GC-09 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-10 DISPUTES

Any dispute arising under the Contract between the County and Contractor which cannot be

resolved by the Contractor's President and the County's Clerk shall be referred to the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Clerk. The referral of a dispute to the Purchasing Agent as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, unless the County has failed to make payment as required under this Contract, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within fifteen (15) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach or, if the breach is such that it is not susceptible of cure within fifteen (15) days and Contractor has begun to, and continues to, diligently pursue completion of the cure, such longer period as may reasonably be required to cure; provided, that such period shall not exceed thirty (30) days without the approval of the Purchasing Agent; and provided further, that the additional cure period shall not operate to interfere with the performance of a timely election.

In the event Contractor shall commit the identical breach of any material terms or conditions of this Contract on more than three (3) occasions during any twelve month period during the term hereof that is not cured within the time period provided in this Section GC-11, or in the event Contractor commits an anticipatory breach of this Contract, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach; provided however that the County shall have forty-five (45) days to cure a breach pertaining to its payment obligations.

GC-12 COUNTY'S REMEDIES

Following notice to Contractor of a material breach of this Agreement by Contractor which is not cured within any applicable cure period, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the applicable cure period pursuant to General Condition GC-11, Default, or if Contractor commits an identical material breach that is not cured within the time period provided in GC-11 Default, herein three (3) or more times within a twelve month period or commits an anticipatory breach of this Contract, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination. However, if Contractor is making a good faith effort to cure the breach, the Purchasing Agent shall extend the time within which Contractor must cure any breach in accordance with GC-11, Default, herein.

In addition, the County shall have the right to pursue all remedies in law or equity.

CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE CONTRACT AMOUNT AS STATED IN SECTION III OF PART ONE OF THIS CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY COUNTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY AVAILABLE TO COUNTY SHALL FAIL IN ITS ESSENTIAL PURPOSE.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the applicable cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to suspend Contractor's performance under this Contract and/or terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination or suspension.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not repossess any component thereof except after due process of law.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract, except for delays due to County's failure to comply with County's obligations under this Contract.

GC-15 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Clerk may, by mutual written agreement, reach agreement with the Contractor with respect to changes to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-14, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Clerk with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables provided County pays any applicable license fee. Such licenses shall be incorporated into and made a part of this County Contract. Unless otherwise stated in these Contract documents, such licenses shall (subject to compliance with the applicable license agreements, including, without limitation, payment of any required license fee) be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Contractor constitutes an infringement of any United States registered patent, trademark or copyright.

Contractor shall have no liability or obligation for any claim of infringement as provided in this Section GC-16 unless County (i) notifies Contractor in writing of any infringement or alleged infringement of which County becomes aware within a reasonable time thereafter; (ii) does not prevent or impede Contractor from the conduct of the defense of such claim, including negotiations for settlement or compromise; (iii) provides Contractor with reasonable assistance, in conducting the defense of such claim; (iv) permits Contractor to alter the Equipment or Software, at its own expense, to render it non-infringing; (v) authorizes Contractor to procure for

County the authority to continue the use and possession of the Software or Equipment at no cost or expense to County beyond sums owing under this Agreement.

Contractor shall have no liability for any claim of infringement or alleged infringement based on: (i) use of a superseded release of the Software or portion thereof, if such infringement would have been avoided by the use of a current release of the Software; (ii) use of the System in a manner not authorized by Contractor or for a purpose other than County's use in accordance with this Agreement; (iii) use of Software or Equipment which has been altered by County or any person not authorized by Sequoia; (iv) the combination, operation, or use of the Equipment or Software with other equipment or software not furnished by Contractor with the exception of the Verizon PC modem card which is incorporated into the card activator provided by Contractor, if such infringement would have been avoided by use of the Equipment or Software alone.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract. If Contractor is unable to accomplish any of the foregoing on commercially reasonable terms, Contractor may, at Contractor's option, repurchase the equipment from County at its then current amortized price, which shall be determined by depreciating the original price paid on a straight line basis over a period of eight (8) years from the date of this Contract.

GC-17 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. Contractor shall assign only qualified individuals to the performance of its responsibilities under this Contract. Contractor warrants that at all time relevant to this Contract, it and its personnel and subcontractors shall be eligible to participate in applicable federally funded programs including, but not limited to, Medicaid and Medicare to the extent required for performance of this Contract. To the extent that Illinois law requires that any person providing service under this Contract pass a criminal background check, Contractor shall secure such background check. Contractor shall not assign any individual to the performance of duties under this Contract if the individual fails any required criminal background check.

The Contractor shall provide the Clerk with a list of all personnel who will visit County facilities and shall include with such list the names of all "key Contractor personnel" who will be primarily responsible for performing Contractor's obligations under the Contract. The list shall include the specific assignments and qualifications of each person named and shall be subject to the reasonable approval of the Clerk. With the exception of removals which are due to resignation or illness, Contractor shall not remove "key personnel" from assignment under the Contract without first obtaining the Clerk's consent. Contractor shall not limit the ability of Contractor personnel to work for the County following the termination or expiration of this Contract. The Clerk may at any time for a reasonable cause which does not violate applicable law request, in writing, that the

Contractor remove any of the Contractor's assigned personnel and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification if such personnel are reasonably available. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-18 COMPLIANCE WITH LAWS

The Contractor in its business operations shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. This Section 18 is not intended to apply to compliance of the products supplied by Contractor with applicable law, which shall be addressed in Part III of this Agreement.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required for Contractor's performance of this Contract.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES **COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10**

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such

other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping

forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

As required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Clerk with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Clerk and/or County shall provide Contractor with all rules and regulations of the County facilities relative to this Contract and Contractor shall cause all of its employees, agents and subcontractors to comply therewith provided such rules and regulations do not unreasonably impair Contractor's performance under this Agreement. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Clerk, provided the same do not unreasonably interfere with Contractor's performance under this Agreement, and shall not

encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

and to: HONORABLE DAVID ORR
COOK COUNTY CLERK
69 W. Washington Street, Room 500
Chicago, IL 60602

TO THE CONTRACTOR:

Tracey Graham, President
Sequoia Voting Systems
7677 Oakport Street, Suite 800
Oakland, California 94621

as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor at least thirty (30) days in advance of the termination date. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process, subject to the County's obligation to make payment for such Deliverables in accordance with the Payment provisions of this Contract. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall

immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process subject to the County's obligation to make payment for such Deliverables in accordance with the Payment provisions of this Contract. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as reasonably necessary or as specifically approved by the Purchasing Agent.

If the County terminates this Contract pursuant to this Section GC-25, Termination for Convenience, prior to making the initial payment of 40% of the Contract Amount to Contractor, the County agrees that it shall pay Contractor an amount equal to all non-recoverable costs for goods and services necessarily incurred or expended by Contractor in the performance of Contractor's obligations under this Contract prior to notice of termination.

GC-26 GUARANTEES AND WARRANTIES [Intentionally Omitted]

GC-27 STANDARD OF DELIVERABLES

With the exception of equipment which is repaired or replaced pursuant to the Warranty Service provisions of this Contract, only new, originally manufactured Deliverables will be accepted by the County. Subject to items provided under Contractor's Warranty Services and as set forth in Exhibit B, Statement of Work, the County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract obtained by Contractor during negotiation and performance of this Contract which is not publicly available is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except as required (i) in the course of Contractor's performance hereunder, or (ii) by applicable law, or (iii) to enforce Contractor's rights under this Agreement. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as required for Contractor's performance of this Agreement. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

County acknowledges that during the course of Contractor's performance under this Agreement, Contractor may disclose to County information concerning Contractor's pricing, products, trade secrets and other information which is competitively sensitive and proprietary, and which may be disclosed to County orally or in writing, in tangible or intangible form, including, without limitation, technical, operating, business, marketing and financial information, computer software and data, physical objects and samples (collectively, the "Information"). To the extent Sequoia has explicitly identified information as confidential Information, County agrees to use

reasonable efforts to protect the confidentiality of such Information. County agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly contemplated by this Agreement. In the event County is required by law to disclose any of the Information, County shall give written notice to Contractor at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

It is acknowledged by the Parties that this Contract is for services to a public entity and as such may become the subject of a request for document production under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. It is also acknowledged by the Parties that much of the Information may be exempt from disclosure under the Act. Contractor shall identify Information it considers to be proprietary. At the time any request is made to the County for Information identified by the Contractor as confidential Information, the County shall notify Contractor in accordance with Section GC-24 above and provide Contractor with an opportunity to assert an exemption from disclosure with regard to specific Information designated by Contractor as confidential. To the extent that the County is assessed for attorneys fees and court costs as a result of claiming, at Contractor's request, an exemption from disclosure, Contractor shall indemnify and hold the County harmless from and against such expenses.

County may, with the consent of Contractor, conduct a review of the source code for Contractor's Software. Contractor shall consent to such review provided (i) the review is conducted by an independent third party who has executed a confidentiality and non-disclosure agreement satisfactory to Contractor which fully protects Contractor's proprietary rights in the source code, and (ii) the source code shall be delivered only to such third party, and not to County, and (iii) County shall review only a report from such third party, a copy of which report shall be furnished simultaneously to Contractor, and (iv) County shall afford Contractor a period of fifteen (15) days from receipt of such report (or such shorter period as is necessary to comply with any applicable court order) in which to comment on the report prior to County releasing the report or otherwise taking action thereon.

In the event that County becomes a party to any litigation or other legal proceeding seeking, in whole or in part, directly or indirectly, release of Contractor's Software source code or any other Information identified by Contractor as confidential, County will notify Contractor in accordance with Section GC-24 above and will not object to Contractor's participation in such proceeding to the extent necessary to protect Contractor's confidential Information.

Each party shall retain its rights in any Intellectual Property Rights owned by or licensed to it prior to the Effective Date. All Development Intellectual Property Rights whether or not developed by Contractor will be owned exclusively by Contractor; provided, however that County, provided it has not breached this Agreement, shall have a non-exclusive license to the use of such Development Intellectual Property Rights solely as necessary for County to use the product in the manner contemplated by this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean rights in inventions, know-how, patents, registered designs, design rights, trade names, trademarks, service marks, trade secrets, copyrights, semiconductor design rights, mask works and topography rights whether or not registered and

including any application to register any of the same, and all rights or forms of protection of a similar nature or having equivalent effect which may subsist anywhere in the world. "Development Intellectual Property Rights" shall mean any Intellectual Property Rights created or coming into being as a result of performance by Contractor under this Agreement.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract, which are specific to the County and which do not constitute Developmental Intellectual Property Rights, (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage, to the extent commercially feasible, shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-29 QUANTITIES

Exhibit F1 represents the System Component purchases initially anticipated by the County. However, it is expected that the County will revise the System Component purchases consistent with Exhibit F2, and that the County may further revise the quantities of specific Equipment Components purchased. Any quantities indicated in the Equipment Component and Services Lists and Pricing Schedules set forth on Exhibits F1 and F2 are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County and shall confirm the quantities upon written notice to Contractor on or before August 15, 2005, up to a change of five hundred (500) items of Equipment. If the County increases the quantities required and the amount of the Contract is exceeded as a result, any such increase shall be subject to an agreed written amendment in the Contract Amount.

GC-30 AUDIT; EXAMINATION OF RECORDS

Unless a longer period is required by the State of Illinois or the United States Government as a condition of any funding agreement, the Contractor agrees that the Cook County Auditor or any of its duly authorized representatives including, but not limited to, State or Federal officials, shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof.

Further, unless a longer period is required by the State of Illinois or the United States Government as a condition of any funding agreement, the Contractor agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives including, but not limited to, State or Federal officials shall, until expiration of three (3) years after final payment under the subcontract, have

access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-33 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract and the Exhibits hereto constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-34 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's or such party's subcontractors, reasonable control. Such events shall include, but not be limited to acts of God, acts of war, terrorism, fires, lightning, floods, force majeure, natural or public health emergencies, freight embargos, abnormally severe and unusual weather conditions, cessation of supply, epidemics, or riots.

GC-35 CONTRACT INTERPRETATION

The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

**GC-36 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY
BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

Part III SPECIAL CONDITIONS

Definitions:

Clerk shall mean the Cook County Clerk or his designated personnel.

Documentation means the materials distributed by Contractor with the System Components which describes the functionalities and operations of the System Component.

System means the entire package of equipment (both optical scan and DRE), software and supplies or an individual component as the context requires, to the extent provided by Contractor under this Contract.

1. Certification

The County is barred by law from purchasing any voting product that is not certified by the Illinois State Board of Elections, an agency of the State of Illinois (the "State Board"). Contractor shall promptly apply for and diligently pursue certification of the System Components by the State Board. Additionally, the Help America Vote Act of 2002 has established requirements that any election system must meet before it can be considered for purchase. Contract warrants that any election equipment furnished pursuant to this Contract shall meet the requirements of HAVA. If all required State and Federal certifications are not obtained by January 1, 2006 for any reason other than Contractor's breach of this Agreement, the time period for performance of all obligations of the Contractor herein (including, without limitation, delivery and implementation schedules) shall be extended by one (1) day for each day between January 1, 2006 and the date all Federal and State certifications are obtained. If all Federal and State certifications have not been obtained by February 15, 2006, the parties acknowledge and agree that the System will not be available for elections scheduled in March of 2006. In such an event, Contractor will consult with County in using County's existing voting equipment for such election.

2. System Requirements.

Notwithstanding the Primary Product Description set forth in the Statement of Work attached hereto and incorporated herein as Exhibit B, Contractor warrants that the System furnished pursuant to this contract shall meet or exceed the following requirements in all material respects:

2.1. Capacity. The County's ballots require the use of more balloting positions than any other ballot used in the United States. The layout of the ballot for the County can require more than 400 ballot positions. Contractor's equipment shall be capable of handling a ballot of such size. Moreover, it must be able to manage this large ballot in at least five different languages and in a fashion that does not reveal the language of the voter.

2.2. Secrecy of the ballot. Illinois law requires that a voter be able to cast a ballot in absolute secrecy. An essential element of preserving ballot secrecy is the voting booth, and any such

booth furnished by Contractor shall be designed in such a manner to permit such secrecy.

2.3. Write-in votes. Illinois law requires that a voter be able to write in a vote for any office. Contractor's equipment shall accommodate this requirement.

2.4. Prevention of overvotes. Illinois law requires that a system not count a vote when a voter overvotes for an office and County requires that the system prevent a voter from casting a ballot with an overvote in the case of a DRE system, or alternatively, warn the voter that the ballot contains an overvote in the case of an optical scan system. Additionally, the system shall allow a voter to correct an overvote before the ballot is finally voted.

2.5. Notification of undervote. Any proposed system must include a mechanism for alerting a voter that he or she has failed to cast a vote for one or more offices or propositions before the vote is finally cast, and provide an opportunity to correct the undervote.

2.6. Changing of vote by voter during the voting process. The System shall allow a voter to change a vote during the process of voting, either on his or her own, or with the assistance of an election judge. It is anticipated that in a paper-based system, such as optical scan, this may entail spoiling a ballot and having a new ballot issued.

2.7. Ballot integrity or ballot control mechanism. The System shall have secure mechanisms for insuring that all ballots cast are authorized by the election judges in that precinct, and that no external, unauthorized or "rogue" ballot or votes are cast.

2.8. Primary ballots. The System shall accommodate the ballots of no fewer than six different parties in a primary election. Moreover, the System shall handle a "hybrid" primary ballot, in which some offices are voted in one party's primary, while other offices are voted in a second party's primary.

2.9. Ballot styles and "split" precincts. The typical election requires a myriad of ballot configurations, or ballot styles. The System shall handle hundreds of different ballot styles in any given election. Many precincts will require that more than one ballot style be available to the voters in that precinct. These are referred to as "split" precincts. Precincts may be split in as many as eight ways and the System shall handle that number of splits in a multi-party primary election. Further, splits may be simple, as between two Congressional districts, each occupying a portion of the precinct, or they may be "special," in which one part of the precinct votes for an office, but the other part does not have that office on its ballot.

2.10. Multiple languages. The System shall be able to accommodate voting in English, Spanish and Chinese (provided, however, that the liquid crystal display screens for the Optical Scan component of the System will accommodate only English and Spanish). It is anticipate that there may be additional language designations at the 2010 Census and therefore the System shall be capable of accommodating up to nine (9) additional languages.

2.11. Voters with physical disabilities. Pursuant to the provisions of HAVA, voters must be capable of casting a ballot independently, without assistance or without the intervention of

election judges, in all elections held after January 1, 2006. The System shall accommodate this requirement. Additionally, the System shall accommodate mobility-restricted voters.

2.12. Ballot changes. Last-minute ballot changes occur due to court orders. The System shall have the capacity to handle such changes expeditiously, even after the System has been delivered to the individual election precincts.

2.13. Power failure contingency. The System shall allow continued voting even if the polling place loses electrical power for up to four hours without compromising the security and secrecy of the voting process. Because the County does not own or manage the sites at which polling places are located, the System shall cope with a wide variety of electrical supply situations, including unfavorable ones, such as varying voltage, spikes, low amperage capacity, few outlets, non-grounded outlets for two-pronged plugs.

2.14. In-precinct availability of election results. The System shall include a mechanism for producing up to 20 in-precinct result paper tapes or paper statements. These must include the results for all of the ballots counted in the precinct.

2.15. Transmission of in-precinct results. The System shall be able to wirelessly transmit in-precinct voting results from the individual precincts to a central location with efficiency comparable to, though it need not use, CDPD transmission. Additionally the System shall be able to use a wire-based transmission of results from regional receiving stations to a central location.

2.16. Absentee balloting. Under Illinois law, certain classes of voters are allowed to cast a ballot before Election Day, either by mail or in-person at a public office. The System shall provide for both types of absentee balloting, and a mechanism by which those votes can be tallied on Election Day. If the System uses a mail or in-office absentee voting mechanism that differs from that used for in-precinct voting, the System shall be able to blend the results of absentee ballots with the results of in-precinct voting. The System shall be able to provide prompt election-night results that include all of the absentee results combined with the in-precinct results to give complete results, excluding only provisional ballots.

2.17. Election Day set-up and testing. The System shall be able to be physically set up and the pre-opening component check performed on Election Day by election judges, not by election personnel. The System's set-up procedures shall be clear-cut, uncomplicated and straightforward. The System shall have a self-testing capability, in order to identify any need for maintenance or substitution as expeditiously as possible. The System shall be able to produce a paper "zero tape" evidencing the fact that the system has no votes recorded on it at the opening of the polls.

2.18. Results tabulation. The System shall include a software component that produces a final, unified tabulation of the votes cast in the precincts, and any centrally counted ballots, including provisional votes. The System shall accommodate the need for a detailed final canvass showing votes for each office, candidate and proposition in each precinct, and showing partial totals of votes for Townships, Ward, Congressional, Legislative, Representative, County Board, Board of Review and Judicial Districts, as well as municipalities, school districts and other districts. The

System's tabulation software shall interface with the computer operation systems used by the Clerk. The data shall be in an ASCII file (escape sequence) for Hewlett-Packard laser printer format. The System shall produce, in an ongoing fashion: (a) a summary of election results by office in real time after the polls close until 99+% results are in; (b) a flat file of the summary report to be posted on the Clerk's web site; (c) a mechanism that displays results by precinct and office which runs on the Clerk's network for use by election staff and management.

2.19. Creation of a paper record by DRE systems. The DRE component of the Systems shall produce a Voter Verifiable Paper Audit Trail in the language in which the voter has cast the ballot provided that such languages shall be limited to: English, Spanish, Chinese, Vietnamese, Tagalog, Creole, Japanese and Korean, once the voter has finished voting, of each voter's choices for use in a recount or redundant check. The System shall produce and store such records, and shall create them without delaying the use of a voting station by the succeeding voter.

2.20. Back-up capacities of DRE equipment. The DRE component of the System shall have the capacity to maintain at least three back-ups of the votes that have been cast on the System. The System shall also allow for the reconstruction of each individual voter's ballot choices without compromising the secrecy of the voter's identity. These back-ups must form part of the audit trail that is required by Illinois law for DRE systems.

2.21. Provisional ballot capacities of DRE equipment. The DRE component of the System shall allow provisional ballots to be cast on the System and hold them in abeyance until the registration information of the putative voter can be checked and the ballot permitted to be cast or rejected.

2.22. Election Judge initials detection by optical scan systems. Under Illinois law, a paper-based ballot is valid only if it carries the initials of an election judge, indicating that the ballot was properly issued in the precinct on Election Day, or is an absentee ballot properly cast by the election judges on Election Day. The optical scan component of the System shall scan for judge's initials and reject any ballot that is not so initialed.

2.23. Availability of PDF files for Specimen/Absentee ballots. Under Illinois law, the jurisdictions must make available a specimen ballot that accurately reproduces the face of the ballot that is used in the polling place. The Jurisdictions have historically used these for absentee balloting as well. The System shall be able to produce, for the optical scan component, a PDF file of all ballot sides of each ballot style to be used for the production of specimen/absentee ballots. The System shall be able to produce, for the DRE component, a PDF file of every screen created for an election to be used for the production of specimen/absentee ballots. Additionally, the System shall be able to produce, for the DRE component, a PDF file of ballot options in a form more suitable for printing and reproduction than screen images may be.

2.24. DRE ballot display – variable fonts/contrast. The DRE component of the System shall be able to alter the size of the screen fonts, as well as the fonts themselves. Additionally, the display screens shall offer the option of varying the contrast of the display.

2.25. DRE ballot display – office/page ratio and paging. The DRE component of the System shall be able to present the voter with multiple screens containing his or her ballot choices. It shall also be able to provide for going from screen to screen.

2.26 Optical Scan display. The optical scan component of the System shall have an LCD screen no less than 1 inches by 7 inches capable of displaying at least two lines of 24 characters each in a character height of no less than 0.35" in English and, as of the November election, in Spanish as well. The Clerk shall provide the text of the LCD messages by July 31, 2005.

2.27 DRE paper record scanner. The System shall have a scanner which shall be able to read the bar code printed on the paper record required by Section 2.19, Creation of a paper record by DRE systems, above, and tally those votes by candidate and proposition.

3. Delivery

No System component shall be delivered prior to that component having received the certification(s) required by Section 1 Certification of this Part III. Subject to changes in the quantities purchased as provided by Part II, Section GC-29, Quantities, Delivery shall be as set for the in Exhibit D, Delivery Schedule.

4. Implementation and Project Management

Implementation and project management shall be as set forth in the Statement of Work. Contractor shall establish an office in Chicago, preferably in close physical proximity to the Clerk's office at 69 West Washington Street and maintain such office for a minimum of five (5) years. Contractor's Project Manager shall provide her or his services on site either in the Contractor's local office or in the Clerk's facilities.

5. Acceptance Testing

The criteria to be used for acceptance testing shall be included in the Statement of Work. Notwithstanding the testing and security sections set forth in the Statement of Work, acceptance testing shall be subject to the following:

5.1. Contractor Pre-Testing. The Contractor shall pre-test the Equipment prior to delivery to the County.

5.2. County Acceptance Testing of System Components. Within twenty-five (25) days after delivery of the System Components to County, County shall conduct acceptance testing on such System Components in accordance with the criteria set forth in Exhibit B, Statement of Work and as set forth in the Documentation ("Acceptance Criteria"). Contractor shall be present during acceptance testing and shall train County personnel to perform the testing. In the event that results of the tests of System Components indicate that the System Component is not performing functions correctly, County shall notify Contractor within five (5) days following completion of the testing period (a "Defect Notice"). A Defect Notice shall set forth with specificity the performance failures. Contractor shall, within thirty (30) days from receipt of a Defect Notice,

make any corrections necessary to cause the System Component to function in accordance with the Acceptance Criteria or shall replace the System Component with a properly functioning System Component. Within ten (10) calendar days of completion of such corrections, County shall retest the system.

5.3. Acceptance of System Components. A System Components shall be deemed to have been accepted by County on the earlier to occur of (i) failure of County to timely test the System Component or (ii) failure of County to timely issue a Defect Notice, or (iii) completion by Contractor of corrections, or replacement of the System Component by Contractor and satisfaction of all repeated acceptance testing by County, following receipt of a Defect Notice.

5.4. System Acceptance. System acceptance shall occur following the successful use of the system by the Clerk in an actual election. Successful use of the system shall mean that the system functions properly and in accordance with the Contract in all material respects. Final Acceptance shall not be withheld as a result of deficiencies which are caused by the failure of a communications network operated by a third party. Acceptance will only be final upon the transmittal of a written Certificate of Acceptance authorized and executed by the Clerk.

6. Training

6.1 Warehouse personnel. The Contractor shall provide training for at least 50 individuals at the Clerk's warehouse. Contractor shall also provide training for temporary staff hired by the Clerk at least one month before the elections, as set forth in the Statement of Work. The materials and instruction for warehouse employees shall reasonably prepare them for the tasks involved in pre-election preparation and final pre-shipment checking of any hardware components of the System. Additionally, warehouse personnel shall be instructed in the proper methods for preparing the System components to be trucked to polling places in advance of the day of the election. Finally, the warehouse staffs shall be instructed on properly executing post-election tasks: receiving the System components post-election, unpacking and checking the components, and preparing the components for inter-election storage. As a part of this final task, warehouse personnel shall be trained to perform any maintenance tasks that may be the responsibility of the Clerk pursuant to this contract. The Contractor shall provide sufficient trained staff, using materials and techniques developed by the Contractor, to conduct whatever training sessions are reasonably necessary, said sessions to be conducted on the premises of the warehouses and, as agreed by the Clerk for specialist training, at Sequoia's location.

6.2. WIN EDS and BPS. Training for the Clerk's IT staff on WIN EDS and BPS (WIN EDS I AND WIN EDS II) shall be conducted in the Clerk's offices and, as agreed by the Clerk, at Sequoia's location.

6.3. Other election staff. Most election personnel will be affected in their jobs to a greater or lesser degree by the introduction of a new election system. Executive, managerial and supervisory personnel will require a thorough understanding of all of the features and characteristics of the new system. Line staff will need to know about those attributes of the system that affect their particular tasks. Contractor shall provide sufficient, trained staff, using materials and techniques developed by the Contractor, to conduct whatever training sessions are

reasonably necessary, said sessions to be conducted in the Clerk's offices. Contractor shall be capable of training up to 100 members of the Clerk's staff.

6.4. Training of Election judge trainers. The introduction of a new system of election machinery places great demands on the election judges who staff the polling places on Election Day. The majority of the work of acquainting the judges with the new machinery and the effect that it has on their Election Day tasks will fall to the Clerk's election judge trainers. The Contractor shall be capable of training at least 25 Clerk's election judge trainers. The Contractor shall have in place a complete curriculum for election judge training and the means to impart to the Clerk's election judges trainers a mastery of the curriculum that they can bring to the election judge classroom. The curriculum should make use of audio-visual materials in addition to traditional print materials, including an election judge manual supplied in part by the Contractor, and include hands-on demonstration and exercises as well as lectures and explanatory instructions. The curriculum shall also include testing materials for administration after the judge training classes.

6.5. Outside training consultants. Contractor shall be permitted to utilize independent professional training consultants to evolve a plan of training that will satisfy these training requirements.

7. Software Installation and Election Setup

Software Installation and Election Setup shall be as set forth in the Statement of Work. The Contractor shall provide Election Day support on site in Cook County and specifically, in the Clerk's offices, for a minimum of the first two elections conducted using the Contractor's System. Contractor shall provide at least two resources to the County commencing upon February 1, 2005 and continuing through the completion of the election to address system and other issues. In addition, Sequoia shall assign additional personnel to assist the County immediately prior to and during the election to assist with the use and smooth operation of the System.

8. Media, Voter Education and Outreach

Contractor shall provide no less than 200 hours of support through December 31, 2006, to the Clerk for communication strategy and support to address media and voter education/outreach. Contractor shall provide the media, voter education and outreach activities set forth in the Statement of Work; however notwithstanding those activities set forth in the Statement of Work, said activities shall be subject to the following:

8.1. Outreach Materials. The Contractor shall provide expertise and assistance in producing outreach and voter education materials that include: printed materials (mailers, brochures, instructions, polling place posters and signage, etc.) videos, advertisements, Frequently Asked Questions ("FAQs"), online materials, public service announcements ("PSAs"), PowerPoint presentations, broadcast communications, etc. to inform voters of the system changes and how to use the new equipment

8.2. Mock Elections. The Contractor shall provide for a mock election to take place at an agreed upon number of public places (e.g. grocery stores, village halls, etc.) throughout suburban Cook County no sooner than four weeks before the first election at which the System shall be used. Actual System components provided to the County under this Contract that will be used on Election Day shall be used to simulate an actual voting experience. The Contractor shall provide sufficient training personnel to assist in setting up the machines and offer technical and other support during the mock election. Contractor shall assist the County with any programming required to conduct the mock election and shall assist in re-programming the System components so that they are ready for use in the actual election.

8.3. Media. The Contractor shall make available for public comment to any media at the request of the Clerk a competent trained spokesperson. The Contractor shall address or respond to any questions concerning the System prior to, during and after each election. This may include speaking directly to reporters or issuing letters or statements. The Contractor shall also act as a resource to supply its knowledge of the System to the Clerk's staff to assist the staff in responding or relaying information to the media.

9. Warehouse Logistics Planning

Contractor shall assist the Clerk in planning the necessary upgrades and modifications needed for the storage and processing of the System at both the current location and, when occupied, at the Clerk's new warehouse location. Contractor shall provide a written list of all tools, equipment, transportation carts, electrical requirements for outlets, and any other Contractor items, which are required to deploy the System.

10. Transportation Planning

Contractor shall assist the Clerk in creating procedures for the deployment and recovery of the System components. This includes procedures for a distribution/return center system and a polling place delivery/pickup system. Contractor shall provide written safety procedures and instructions for the moving, assembly and disassembly of the System components.

11. Post-Election Debriefing, Staff Discussion And Evaluation

Contractor shall participate in any post-election debriefing events with the Clerk and his staff, pollworkers, field inspectors and/or the public at large

12. Limited Warranty

A. Terms of Limited Warranty

Contractor warrants as follows:

1. the System materially complies with applicable federal, state and county laws as such laws exist on the date of this Contract.
2. for a period of five (5) years from the date of acceptance of the System

Components by County pursuant to Part III, Section 5.3 of this Contract, the System will function in accordance with Contractor's documents for the System (the "Documentation") and in accordance with the Contract.

B. Warranty Recourse

In the event that the System fails to comply with the warranties set forth in Section 12A above, County shall notify Contractor in writing, which notice shall state with specificity the failure to comply with a warranty (a "Warranty Defect Notice"). Upon receipt of a Warranty Defect Notice, Contractor shall use commercially reasonable efforts to correct promptly such defect at Contractor's sole cost and expense. Contractor may, in its absolute sole discretion, elect to either repair or replace the Equipment or Software which is the subject of the Warranty Defect Notice. Contractor's obligations under this Section 12B constitute Contractor's sole obligation, and County's sole remedy, for breach of warranty.

C. Warranty Exclusions

1. Neither the warranties set forth in Section 12A above nor the Additional Services set forth on Exhibit G, Equipment and Software Maintenance Terms are applicable to any damage, defect, malfunction or failure caused by: (i) failure of County to follow the instructions in the Documentation for installation, operation or maintenance of the System, or (ii) failure of County to fulfill its obligations under this Agreement, or (iii) repair, alteration, conversion or modification of the System, or any component of the System, by persons other than Contractor or a person authorized in writing by Contractor, or (iv) accident, manmade or natural disaster, theft, vandalism, neglect, abuse, use other than in accordance with the Documentation or use for a purpose other than that for which it was designed, or (v) lightening, flood, accident, terrorist incident, actions of third parties or other events outside of Contractor's reasonable control, or (vi) physical, mechanical, electrical or magnetic stress not expressly contemplated by the Documentation or the Contract, or (vii) use by any person other than employees of County or persons under the supervision of County.
2. Neither the warranties set forth in Section 12A above nor the Hardware and Software Maintenance Services set forth on Exhibit G shall be applicable to components of the System from which the serial number has been removed, defaced or altered.
3. Except as may otherwise be expressly provided in the description of services on Exhibit G, the County shall be responsible for the payment of Contractor's standard labor charges and for costs of shipment and insurance of Equipment to be repaired or replaced pursuant to this Section 12 (which shall be shipped FOB Contractor's facility).

4. In the event Contractor provides replacement Equipment parts or components, Contractor may, in Contractor's sole discretion, provide new, used or reconditioned Equipment, parts and components.

D. Consumables

Contractor has no obligation to furnish paper, ink, seals, batteries or other consumable parts and supplies used in connection with the System.

- E. Exclusion.** The parties acknowledge that the functioning of the System is dependent upon a communications network which shall be provided by third party vendors to the County. Contractor shall have no responsibility for, and shall not be deemed to be in breach of this Contract, by reason of any failure to perform or inadequate performance of the communications network to the extent not supplied by Contractor.

F. Warranty Disclaimer

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, NOT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN NO EVENT WHATSOEVER SHALL CONTRACTOR BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF ITS BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

13. Pricing

The System Components and Services, and the pricing chargeable to the County by Contractor pursuant to this Contract, shall be set forth on Exhibits F1 and F2, Equipment, Services and Services and Price Lists. Subject to timely certification, Contractor, at its option, may furnish its EDGE 2 plus product to the County in lieu of the EDGE product listed on Exhibits F1 and F2, at the same pricing set forth with respect to the EDGE products on Exhibits F1 and F2. All EDGE equipment provided to the County shall be of the exact same type unless otherwise agreed by the County.

14. Changes in Law

The System complies with applicable laws in effect at the time this Agreement was executed. Should applicable laws change in the future in such a manner as to require modifications to the System, or any component thereof, Contractor will undertake the same at the request of County if, and only if, (i) the County and Contractor agree on a mutually acceptable price for labor and materials and (ii) Contractor reasonably determines that such modifications are technically and commercially feasible. All modifications shall constitute Development Intellectual Property Rights owned by Contractor pursuant to Section GC-28 of Part II of this Agreement.

15. Firmware License

The Equipment incorporates software and logic which constitutes an Intellectual Property Right previously owned by Contractor pursuant to Section GC-28 of Part II of this Agreement ("Firmware"). Contractor hereby grants to the County a non-exclusive, non-transferable limited license to use the Firmware solely with and for the operation of the Equipment, as contemplated by this Agreement. The County shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Firmware in whole and in part. Unless expressly required to do so in this Agreement or in a written amendment to this Agreement signed by Contractor, Contractor has no obligation to modify or update the Firmware to meet any future requirements, legal or otherwise.

16. County's Obligations

County's obligations under this Agreement shall include, but not be limited to, the following:

- A. County shall pay Contractor amounts owing under this Agreement when due.
- B. County shall make County's personnel and facilities available to Contractor as required for Contractor's performance under this Agreement.
- C. County shall comply with other requests of Contractor as reasonably required for Contractor's performance under this Agreement.

17. Due Authorization

County and Contractor each represent to the other that this Agreement has been duly authorized and executed on behalf of each party, and is a legally binding obligation of each party.

18. Project Managers

- A. Each party shall appoint a project manager for all administrative activities associated with this Agreement. Each project manager shall ensure that copies of all written communications relating to this Agreement are copied to the other project manager.
- B. The project managers shall meet at least once every thirty (30) days or at such periods as may be agreed to review progress. Unless otherwise agreed, meetings will alternate between the offices of the parties.

19. Financial Assurance

Contractor shall furnish a Performance Bond in the amount of Three Million (\$3,000,000) Dollars as financial assurance for performance of Contractor's obligations

hereunder, which Performance Bond shall be delivered to the County following the last to occur of (i) certification of the DRE Equipment by the State of Illinois and (ii) ten days following receipt by Contractor of the County's first payment hereunder. The Bond shall be maintained by Contractor until Final Acceptance of the System by the County but no later than May 1, 2006. The following terms shall apply:

- A. County shall not demand payment with respect to such financial assurance by reason of an alleged default by Contractor under this Agreement until County shall have provided Contractor with written notice and any applicable cure period shall have expired without such default having been cured by Contractor.
- B. In the event County seeks payment with respect to such financial assurance, the amount County shall demand, and which may be payable to County, shall be limited to those actual and necessary costs incurred by County for the sole purpose of replacing goods or services to be provided by Contractor hereunder with those which are reasonably equivalent.

20. Software License

A. Grant Of License

1. Subject to payment of the license fee by County in accordance with Section 20 (c) below, the Contractor grants to the County a personal, non-transferable and non-exclusive license to use the Software solely for the County's conduct of elections and related activities at multiple cities and polling places through individuals designated by the Clerk under applicable law and solely in conjunction with the Equipment. The license shall commence upon delivery of the Software. The license may not be assigned or transferred by the County, voluntarily or by operation of law to any party without the Contractor's express prior written permission. The County shall have no power to grant sub-licenses, prepare derivative works or modify the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.
2. Contractor shall retain ownership of and all copyright and other proprietary rights in the Software and any modifications or translations thereof. County shall acquire only the limited license to the Software granted under the express terms of Section A.1 above.
3. No right is granted to County by this Agreement to use any identifying mark (such as, but not limited to, trade names, trademarks, trade devices, service marks or symbols, and abbreviations, contractions or simulations thereof) owned by, or used to identify any product or service of, Contractor or any affiliate of Contractor. County agrees that it will not, without the prior written permission of Contractor, (i) use any such identifying mark in advertising, publicity, or in any other manner to identify any of its products or services, or (ii) represent, directly or indirectly, any product or service of County as a product or service of Contractor or such an affiliate or is made in accordance with or utilizes any information or documentation of Contractor or such an affiliate.

B. Delivery

1. The Software shall be supplied in executable form together with one back-up copy and one copy of Software Documentation in accordance with the Delivery Schedule.

C. Price

1. In consideration of the grant of the license, the County shall pay the Contractor the License Fee stated in this Contract. The System Component charges shall include a paid-up license for the Software through December 31, 2006. The Contractor shall invoice the County for the annual license fee as set forth on Exhibit F2, and the County shall pay the same, commencing on January 1, 2007. Subject to payment of the applicable license fees, Contractor agrees to continue to license the Software to the County for as long as the County desires to use the System Component.

D. Prohibited Acts

Except as may be consented to in writing by the Contractor or except to the extent required by law or permitted by this Contract, the County shall not (and shall not permit any other party to):

- a. Transfer or copy onto any other disk or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- b. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- c. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- d. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software; or
- e. Use the Software other than on the Equipment at locations utilized by the Clerk in conducting election-related activities, or in offices or storage facilities of the Clerk.
- f. Export, directly or indirectly, any Software to any country outside of the United States, or make disclosure of the Software to any foreign national where such disclosure would require an export license or other governmental permit.

E. Confidentiality

The County acknowledges that the Software is the sole and exclusive property of the Contractor or its contractors, contains confidential information of the Contractor or its

contractors and embodies certain valuable proprietary information and trade secrets of the Contractor or its contractors. Except as permitted by this Contract, the County shall not give or make available the Software, or any part thereof, or otherwise disclose confidential information contained in, supplied with or relating to the Software to any third party except to such of its employees as are required to have access to the Software in the normal course of use of the Software for the purpose permitted under Section 2 and under like conditions of confidentiality as contained in this paragraph (e). The provisions of this paragraph (e) shall survive the termination or expiration of this Agreement.

F. Return Of Software

Upon termination or expiration of this Agreement, the County shall (i) forthwith return to the Contractor all Software in its possession or control, or, if so requested by the Contractor, destroy all such Software and (ii) purge all Software from any electronic media, and certify in writing to the Contractor that it has been destroyed and purged.

G. Verification

Contractor shall, from time to time but no more than once in each calendar year, have access to County's facilities on at least fifteen (15) business days prior notice, during regular business hours of County, without interference with County's business or employees, to verify compliance by County with the terms and conditions of this Agreement and to run the Software for the purpose of auditing its use.

H. Escrow Arrangements

The parties agree that they shall place the Software Source Code with an Escrow Agent following the execution of an escrow agreement containing substantially the same terms as set forth on Exhibit H, Escrow Terms. Subject to this provision, the Clerk shall execute the Escrow Agreement on behalf of the County.

Section 21 Maintenance of System Components

Contractor shall provide "extended warranty" services as set forth on Exhibit G, Equipment and Software Maintenance Terms, subject to payment by the County of the applicable annual maintenance charges as set forth on Exhibits F1 and F2 as applicable. However, no amounts shall be payable by the County for such services with respect to the first two years of this Contract except with respect to the 400C, which has a one year service package. The County shall make payment for continued maintenance services for the 400C after the first year following acceptance of the 400C component.

EXHIBIT A

271483

05-43-568

BOARD OF COMMISSIONERS
of Cook County

Subject Matter

COUNTY CLERK, David Orr, by Clem Balanoff, Director of Elections, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with Sequoia Voting Systems, Inc., Oakland, California, for the purchase of election equipment. The contract is for 2,650 in-precinct optical scan ballot readers; 3,000 touch-screen direct recording electronic (DRE) voting machines with a voter verifiable paper audit trail (VVPAT) and two (2) high-speed ballot readers; as well as election management software, support, supplemental equipment and maintenance provisions.

Reason: The County Clerk issued a request for proposals (RFP), to which it received eleven (11) responses. The County Clerk's office selected four (4) vendors to be finalists. The proposal of Sequoia Voting Systems, Inc. had the lowest price of any of the best and final offers that the County Clerk received from these vendors. Sequoia Voting Systems, Inc. has had great success with its DRE system, which includes a voter verifiable paper audit trail (VVPAT). They are the only company to have deployed a VVPAT in an election. Sequoia Voting Systems, Inc. has a time-tested, widely-used optical scan system.

Estimated Fiscal Impact: None. Grant funded amount: \$23,754,630.00. One time purchase. Account established contingent upon acceptance of grant.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

RECEIVED
OFFICE OF THE
PURCHASING AGENT
05 JUN 29 AM 8:13

Referred to the Committee on
Finance

6/7/2005

Recommendation

*Approved 6-14-05
for funding
contingent upon full
funding from the
State of Illinois*

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

JUN 21 2005

COM 271483

gab

EXHIBIT B

STATEMENT OF WORK

Table of Contents

Executive Summary	Pages 2-3
Primary Product Description.....	Pages 4-9
Implementation and Project Management	Pages 10-11
Testing and Security.....	Pages 12-14
Hardware/Software Installation and Election Setup	Pages 15-16
Election Day/Night and Post Election.....	Pages 17-19
Training.....	Pages 20-22
Media, Voter Education and Outreach	Page 23
Warehouse Logistics Planning	Page 23
Transportation Planning	Page 23
Post-Election Debriefing, Staff Discussion and Evaluation.....	Page 23
Exhibit 1: Optech Insight and AVC Edge Acceptance Testing Checklist/Log.....	Pages 24-27
Exhibit 2: Election Checklist.....	Pages 28-31
Exhibit 3: Voter Education Program	Pages 32-24

JAB
19

STATEMENT OF WORK

Executive Summary

The new voting system implementation will include the full installation of the Sequoia voting system including the Optech Insight, AVC Edge and VeriVote Printer, and Card Activator precinct level components, as well as the Optech 400C central component.

The new voting system implementation period will include support for the March 21, 2006 and November 7, 2006 elections. Sequoia will provide an on-site Project Manager during this period who will be dedicated to this project and will commit no less than 1500 hours to the project.

The completion of all project tasks shall be cooperatively managed by Sequoia's and the County's Project Manager. Project tasks will be defined in the Project Implementation Plan/Schedule and will have a start and end date, as well as identify the responsible parties involved. The Implementation Plan/Schedule for the project is an attachment to the Statement of Work. Sequoia's Project Manager and the County's Project manager will manage the Implementation Plan/Schedule, as it may be amended, upon mutual agreement between the County and Sequoia.

As part of the implementation, Sequoia will provide the following components:

1. Testing and Security

Acceptance testing of the voting system units will be performed by the County with training assistance by Sequoia. Testing of the tally and transmission process to test the wireless precinct transmission from the precincts, the land-line transmission from the regional stations and the warehouse transmission will occur prior to the election. Sequoia will also train County staff in Pre-election Logic and Accuracy Testing to prepare the Edge and Insight units for use in the election.

2. Hardware/Software Installation and Election Setup

Sequoia will configure the election system hardware with the appropriate election system software upon delivery to the County. In the course of setting up the election, the software will be capable of importing data from the County's VRMS system to establish profile data which will then be used to generate election definition files for creating an election for use on both the Optech and DRE voting devices in English, Spanish, and Chinese (both in written and audio formats).

3. Election Day/Night and Post-Election

Both Sequoia's Edge and Insight voting units will have the capability of the following:

- Ability to accommodate write-in voting
- Ability to warn a voter of potentially undervoting any contest or issue, but also allowing the voter to undervote any contest or issue, if the voter so wishes
- Ability to prevent voters from overvoting any contest or issue
- Ability to warn the voter prior to casting a blank ballot

Sequoia's AVC Edge will additionally have the capability of the following:

- Ability to cast an electronic provisional ballot that will also provide a paper audit record, reproduction of the provisional ballot.
- Ability of containing all County's ballot styles and precincts on a single unit for early voting purposes while controlling which contests are enabled for voting by each voter

STATEMENT OF WORK

On election night, Sequoia's ballot tabulating system shall be able to merge the Optech and DRE tabulation data into a single system for reporting purposes and provide for various reports the County currently uses. The remote and central accumulation reporting system will use a card activator with built-in thermal printer and wireless modem that will function as the precinct accumulation and results transmission device. The Card Activator will be able to produce multiple reports from the self contained printer with a paper width of at least 3 inches and paper length of at least 250 feet. Further, the results data will be able to be physically transported (through a results cartridge and memory pack) to a receiving station where results can also be transmitted to the central site via phone modem transfer.

Post-election, the system will provide for electronic backup of the election database, election profile, ballot images, and tabulation data, as well as canvass reports and a paper audit trail to enable a manual recount of all ballots utilizing the audit trail ballot images printed from the machine or its corresponding cartridge printed via WinEDS to compare the recount totals with the original count.

4. Training

Sequoia will provide the voting systems training to appropriate County staff as outlined in this Statement of Work under Section 6. Training.

5. Media, Voter Education and Outreach

Sequoia shall provide 200 hours of support through December 31, 2006, to the County for communication strategy and support to address media and voter education/outreach.

6. Warehouse Logistics Planning

Sequoia will assist the County in planning the necessary upgrades and modifications needed for the storage and processing of the voting equipment. Sequoia will also provide a written list of all tools, equipment, electrical requirements for outlets, and any other Sequoia items, which are required to deploy the system.

7. Transportation Planning

Sequoia will assist the County in creating procedures for the deployment and recovery of the voting system equipment.

8. Post-Election Debriefing, Staff Discussion and Evaluation

Sequoia shall participate with the County staff in any post-election debriefing events with staff, pollworkers, field inspectors and/or the public at large.

STATEMENT OF WORK

1. Primary Product Descriptions

1.1 Optech Insight®

General Description

The Optech Insight® is a portable precinct ballot tabulator that uses optical scan read-head technology to electronically read and tabulate mark-sense ballots. The Insight complements Sequoia's 400C election tabulation system, at the precinct level, as a versatile and voter-friendly tabulator.

Verification Reporting

After the Insight is powered on, a Verification report prints, which contains the following:

- System Verification report for program versions, Insight serial number, and basic election data such as the election title and election database creation date, and precinct identification information.
- Ballot report showing the current number of ballots cast for the precinct.
- If no ballots have yet been cast in the precinct, a report prints showing the ballot security ID header codes acceptable in the precinct, and a Vote Totals report showing zero votes for all candidates in all offices.

Ballot Processing

Voters make their voting selections on ballots by using a pen or pencil (anything but red ink) to mark the area within the oval or box, or by completing an arrow printed next to the candidates of their choice. In keeping with the County's current ballot security process, the ballots will contain a space in which the Election Judge can place their initials prior to handing the ballot to the voter, so that any ballot not containing election judge initials will be rejected by the Insight. After voting, the voter removes the "tear-off" ballot stub (if required) and inserts the ballot into the Insight, which takes the ballot, reads and tabulates the vote marks, then deposits the ballot into one of two internal ballot bins. As each ballot is deposited, the public counter on the Insight increases by one, showing the total number of ballots deposited in the Insight. Under some warning or error conditions, the ballot may be returned to the voter, which is resolved by either overriding the problem (accepting the ballot) or remaking the ballot (providing the voter with a new ballot and placing the problem ballot in a "spoiled" ballot envelope).

The Optech Insight® will include a two-line, 24 characters per line ASCII character based display for the reporting of error messages to the voter. This display will have the capability of showing the error messages in 2 character-based languages.

Audit Trail Report

As voting and tabulation proceed during polling hours the Insight prints status and error messages as required to produce an audit log of all significant events. This data is also stored in memory and can subsequently be printed as the electronic log.

Poll-Closing and Vote Totals Report

After the last ballot has been tabulated, the pollworkers open the Insight keypad compartment and close the polls, using the keypad inside. The Ballot and Vote Total reports are printed,

STATEMENT OF WORK

showing the ballots cast and vote totals for all candidates in all offices. The MemoryPack® will also be able to be read into a Card Activator Accumulation Device for wireless modem transmission on Election Night. The MemoryPack® containing the vote totals is removed from the Insight and transported to the election receiving stations for accumulation and reporting of vote total results for all precincts.

1.2 AVC Edge® and VeriVote® Printer

General Description:

The Edge is a DRE voting device that incorporates a color Liquid Crystal Display (LCD) with an integral touch screen, a control panel for use by pollworkers, appropriate electronic circuitry and processing devices for performing specified system functions, internal memory for storing ballot data and voting records, a removable Results Cartridge with non-volatile memory, protective and public counters, integrated voter privacy panel, and comply with the current laws regarding manual recount.

The Edge provides a large format LCD and associated touch screen to present the ballot and allow the Voter to make their selections. The presentation of the offices and issues can be set up in multiple formats allowing the Election Administrator maximum flexibility in the layout of ballots.

The Edge is a stand-alone system, meaning it does not require any networking to a central system in order to function. All processing from loading the ballot to recording votes is done on individual units. Loading ballots and accumulating tally from the machines is accomplished via a Results Cartridge.

The Results Cartridge contains the election and ballot definition, and records voting results. It is removed from the machine at the closing of the polls and is read by the card activator. The Results Cartridge stores:

- An electronic representation of the ballot
- Ballot logic to enable the voter to make those selections for which he or she is lawfully entitled
- Aggregated vote totals
- A randomized record of all individual ballots cast, including provisional ballots and write-ins.
- A chronological log of significant machine operations

Sequoia VeriVote® Printer

The Sequoia VeriVote® Printer provides the following functionalities:

- After the voter has made all of their selections, a paper record is printed for voter confirmation. After the voter affirms (via touch screen) that the paper record is an accurate representation of the votes they cast electronically, the paper is scrolled into the machine so the next voter will not see the previous voter's selections.
- If the voter rejects the ballot, the word "VOIDED" or a similar message is printed to ensure it is not counted during a manual recount.

STATEMENT OF WORK

- The paper record is printed behind glass so voters are not able to remove the ballot from the polling place (preventing vote selling and ensuring the completeness of the audit trail).
- The printer is attached to the side of the touch screen and presented on the same viewing plane as the voting screen, thus allowing voters to make their selections and review the paper record without physically moving or adjusting their line of sight.
- As the screen on the AVC Edge® is adjusted for viewing by voters in wheel chairs or scooters, the printer and its viewing window move with the screen to ensure easy visual access for disabled voters.
- In the unlikely event that paper runs out during the voting day, the printer unit can be unplugged and replaced in its entirety to simplify demands on poll workers eliminating the time and complexity of changing paper rolls. This design also ensures that the secrecy of the voted ballot record is maintained.
- Sequoia will work with the county to facilitate the purchase of an automatic bar-code reader to read the bar codes produced on the VeriVote printer.

Voters with Disabilities

The AVC Edge® provides accessibility for voters with certain disabilities to cast their ballot in private and without the need for assistance. First, equipped with privacy side shields, the voting screen pivots easily to a vertical position to accommodate the best viewing position and allows absolute secrecy for all voters including the elderly, physically challenged and wheelchair voters. The legs are spaced and positioned to allow face-forward accessibility, and accommodate the wheelchair voter, allowing him to vote comfortably and in privacy.

Secondly, an Audio Voting Handset Control & Headset can be attached to *any* AVC Edge® voting unit at a polling location to provide an unassisted voting option to a voter that is visually impaired or illiterate. The audio component also supports multilingual ballots for voters whose first language is not English.

The voter listens to the audio ballot utilizing the headset connected to the four-button Audio Voting handset control. The buttons are easy to discern with their unique shapes (triangles, square and circle) in bright colors (green, yellow, blue and red). Braille labels indicate each as NEXT, BACK, SELECT and HELP buttons. The voter uses the handset control to scroll through the ballot, make selections, review selections and change, receive instructions and cast the ballot.

In addition, the system will be capable of the following enhancements by the listed dates:

- Voter option for a visual display during audio voting, 11/06
- The ability to affix the handheld unit to a flat surface utilizing a Velcro strap, 3/06
- Voter Activation Card with corner cut in the lower right-hand corner, 3/06
- Braille above the voter activation card slot, 3/06
- Changes to the button key orientation including horizontal next and back button, 3/06
- Incorporation of new audio instructions suggested by the Accessibility Advisory Committee, 3/06
- The ability to stop and change or skip contests during the review process, 11/06

STATEMENT OF WORK

1.3 Card Activator

General Description:

The Card Activator is a unit that will serve three principle purposes for the voting system: to provide voter access to the Edge via a smart card interface, to combine results from both the Insight and Edge producing precinct level reports from the unit, and to transmit precinct level results via modem for centralized reporting.

Voting Card Activation

The Card Activator is the component that serves as the voter's access to the AVC Edge® direct-record electronic touch-screen voting system. After establishing the voter's identity, the poll worker inserts a Voter Activation card into the Card Activator, presses the appropriate number on the Card Activator keypad that designates the voter's ballot. After the card is activated, the poll worker hands the activated Activation Card to the voter who then uses the card to access the Edge voting system. After the voter completes voting on the Edge, the voter returns the Activation Card to the poll worker. Once voted, the card becomes disabled to prevent an individual from voting twice. Pollworkers can reuse cards by reactivating a card through the Card Activator.

The Card Activator can store over 10,000 selection codes for precinct, precinct/split, party, or ballot style designation. Shortcut keys can be utilized to simplify the process for pollworkers. A maximum of 10 shortcut keys will be available for selecting ballot styles. Voter Cards can also be activated to automatically enable Audio Voting on the Edge unit.

Provisional ballot voting for the Edge is initiated by the Card Activator. The Pollworker activates the card as a provisional ballot by pressing a designated provisional button on the unit. A provisional ballot number is randomly or sequentially generated (depending on a pre-configured option) which is registered by the pollworker and associated with a particular voter for resolution after the election.

Precinct Accumulation and Printing

The Card Activator will receive vote totals from the Edge Results Cartridge(s) and Insight Memory Pack(s) after the close of polls. Once the information is uploaded from the removable memory devices of both units, the Card Activator will consolidate the totals by precinct and produce a consolidated report that will include the precinct/polling location name, turnout broken down by precinct for both qualified and provisional voters, and vote totals for each contest. The Card Activator will be able to produce multiple reports from the self contained printer with a paper width of at least 3 inches and paper length of at least 250 feet.

Polling Place/Precinct Transmission

Once the polls have been closed, and the results information has been consolidated from the Edge and Insight units in the polling place/precinct, the Card Activator will transmit precinct results data to a centralized tally system via modem. The Card Activator can be equipped

STATEMENT OF WORK

with either a wireless CDMA or fixed line modem. The information contained within the transmission will include the following:

- Precinct/Polling Place designation
- Voting Unit serial numbers
- Consolidated precinct results including
 - Turnout totals by precinct
 - Vote totals by precinct
 - Undervotes/overvotes statistics
 - Provisional voting statistics
- Voting Unit logs
- Card Activator logs

The transmitted data will be encrypted prior to transmission and decrypted at reception prior to results posting.

1.4 Sequoia 400-C Ballot Counter

General Description:

The 400-C Ballot Counter is capable of reading ballots at a rate of 400 per minute. Multiple ballot configurations can be accommodated to suit the changing needs of the voters and election officials. A three-column wide format, for example, can accommodate large ballots on one page.

The Sequoia 400-C is comprised of a high-speed ballot path with three output stations, and a bottom-fed, hopper-style feeder all powered by an industry standard PC. The 400-C's programmable, smart outstacking functionality is designed for enhanced sorting capability while its unique-in-the-industry continuous feed top-loader ensures peak high-speed performance on election night. The Sequoia 400-C will outstack misreads, write-ins, blanks, and overvotes without stopping the count.

The 400-C tabulator has three compartments into which ballots are transported by the ballot transfer path. Write-in ballots are outstacked to one bin and over-vote or under-vote exception ballots can be sent to another bin at the discretion of the election official. This allows efficient processing of all ballots while facilitating the complex sorting of exception ballots and write-ins.

Numerous ballot path sensors track the movement of each ballot through the 400-C and allow for the positive identification and handling of all ballots. There are nine sensors located at various positions in the ballot path. These sensors keep the computer informed of the exact location of the ballots as they move through the ballot path.

The Sequoia 400-C is designed to count ballots in one of two modes, Precinct Header Mode or Mixed Precinct Mode. The Precinct Header mode is designed to count ballots from a

STATEMENT OF WORK

single precinct only, on a precinct-by-precinct basis. Each precinct is initiated with a precinct header card (or a simulated precinct header card). When the ballots from a given precinct have all been counted, the precinct is ended with a Precinct End Card (or simulated Precinct End Card). Ballots that do not belong in the precinct initialized are outstacked. If additional ballots from a precinct already counted can be added to the previous precinct totals at any time. The Mixed Precinct Mode is designed to count ballots intermixed from more than one precinct. Ballots from any number of precincts can be read together in a batch. Totals are accumulated separately for each precinct (e.g., absentee ballots are counted by precinct without having to separate ballots by precinct prior to tabulation).

The Sequoia 400-C uses a continuous checksum procedure on its internal copy of the precinct election parameters to insure that no inadvertent or intentional changes in the memory will alter data or control flow in the tabulation process. Pre and post election tests may be run on election night to verify the ballots are being tabulated correctly, and election results are backed up to hard disk, tape or floppy so that the result files can be re-initialized between tests.

The Sequoia 400-C is designed with the following audit trail redundancy to verify election results:

- a) Data storage on the system PC hard drive
- b) Data backup on diskette
- c) The actual voted ballots
- d) Election night reports generated by the 400-C tabulation program
- e) Extensive audit log that captures all election night activity

Additionally, the audit log is recorded on disk and on the printer. This process cannot be shut off and the file cannot be edited or altered in any way. It is an exhaustive record of the entire election process showing all activity down to the keystroke-by-keystroke level. Using the system clock, it includes the date and time for each entry. All errors and recovery steps are noted, as well as the beginning, ending and current totals for each precinct.

Multiple Sequoia 400-Cs can also be networked together. Networking allows a greater number of absentee ballots to be processed at the same time and expedites the absentee counting process. A Sequoia 400-C network includes a stand-alone "Master" PC, which acts as a server, and two or more "Counting Stations" (networked 400-Cs). It is also possible to add one or more "Reporting Stations" (stand-alone PCs on the network used for printing or displaying reports). All of the machines in the network are connected using the standard Windows TCP/IP protocol, plus file sharing.

1. Implementation and Project Management

2.1 Introduction

2.1.1 Implementation Phase Period

The implementation/project management phase will include the full installation of the

STATEMENT OF WORK

Sequoia voting system including the Insight and Edge precinct level components. The implementation phase will include support for the March 21, 2006 and November 7, 2006 elections. Sequoia will provide a Project Manager during this period who will be dedicated to this project and will commit no less than 1500 hours to the project. The Project Manager may work on-site and/or at Sequoia's local office, depending upon the County's needs.

2.1.2 County/Sequoia Project Management

The completion of all project tasks shall be cooperatively managed by Sequoia's and the County's Project Manager. Sequoia's Project Manager shall be responsible for providing the direction, expertise and leadership for the project planning of all tasks required for the successful implementation of the voting systems project and will be responsible for meeting all milestones and project tasks as noted in the Implementation Plan and Schedule. The County's Project Manager will assist in coordinating the County's work including the planning, communication and execution of the systems implementation.

The County's Project Manager and Sequoia's Project Manager will meet continuously and include other team members as appropriate. Status meetings will be a forum to discuss and manage the project's progress, which will include tracking milestones (completed or missed) tracking resources expended, evaluating the status of issues and identifying any actions needed to meet deadlines. The County's Project Manager will document items discussed and distribute the minutes to designated team members. In the case of any project change requests, Sequoia's Project Manager will be the primary contact.

2.2 Implementation Plan & Schedule

Sequoia's Project Manager and the County's Project Manager shall provide an Implementation Plan specifying the details on all tasks necessary to successfully complete the project. Each task will include a start and end date and identify the responsible parties involved. The Implementation Plan will include, but will not be limited to, a detailed Implementation Schedule as set forth on Exhibit C, which includes a Product Delivery Schedule as set forth on Exhibit D, a System Acceptance Testing Plan, a Training Plan specifying training dates and parties requiring training, as well as a Voter Outreach Plan. As may be required, the Implementation Plan may be amended upon mutual agreement between the County and Sequoia.

A preliminary Implementation Plan highlighting critical milestones is attachment to this document. Both the County and Sequoia acknowledge that a final and complete plan MUST be mutually devised and agreed upon. Tasks and dates of the preliminary plan are subject to change.

2.3 Sequoia Project Team Support

For each task noted on the Implementation Plan/Schedule where the "Resource Name" indicates "Sequoia" or "Sequoia and County", Sequoia will provide PM and/or Sequoia project team support personnel to accomplish the task. Sequoia support personnel will vary according to the task and will include, but not be limited to, Project Manager, WinEDS technician, training specialists, BPS technician, Edge technicians, Insight technicians and 400C technician.

STATEMENT OF WORK

3. Testing and Security

3.1 AVC Edge® and Insight® Acceptance Testing

Sequoia shall provide an Acceptance Test Plan (ATP). The ATP shall identify all tests necessary to demonstrate compliance with the requirements of the State of Illinois. Sequoia shall be responsible for providing all training and training materials required to support the acceptance testing. Sequoia and the County shall finalize the development of the test plan and procedures prior to the acceptance-testing phase.

Sequoia shall assist the county in creating an Acceptance Testing Log Sheet and Machine Log to be used as a control sheet showing which units have been received, tested and accepted. This form will be completed individually for each unit, noting any physical damage, correctable parts and/or functional issues, and shall contain the results of each test conducted. Any damage shall also be reported on the Bill of Lading, provided by the shipper. In the event that any shipping problems or discrepancies occur, the County will make the driver aware of the issues and note them on the Bill of Lading along with the name and number of the shipper's agent for claim resolution.

The County shall provide Sequoia with records that identify units that did not successfully pass acceptance testing and will return a copy of any test form for units that failed for any reason. The tests will be performed in compliance with the Acceptance Test Checklists provided as Exhibit 1 attached. Sequoia will provide on-site support for Acceptance Testing.

3.2 Tally Stress Testing

Prior to the election, Sequoia will assist the County in conducting a tally stress test to test the wireless precinct transmission to the central site, the land-line transmission from the 19 receiving centers to the central site and the warehouse transmission.

3.3 Pre-Election Logic and Accuracy Testing

Pre-Election Logic and Accuracy Testing (Pre-LAT) will be conducted by the county. Sequoia shall provide the County with training on the general procedures for conducting Pre-LAT (see Section 6), and will be on-site to supervise the County when conducting Pre-LAT for the March Primary and November General Elections in 2006. See attachment Exhibit 2 for a sample Pre-LAT checklist. Sequoia will develop additional testing procedures with the County for precinct results transmission based on the sample checklist. Specifically, stress tests will be conducted in advance of election night for precinct transmissions.

3.4 Data Security (DRE)

Sequoia's firmware that operates the system shall render the system secure from external attacks. Sequoia shall take steps to ensure the accuracy and reliability of the voting data entrusted to it.

These steps include, but shall not be limited to:

STATEMENT OF WORK

- Data shall be saved redundantly via separate data paths
- Data shall be saved in both ballot image and summary total format
- Ballot image data includes a Cyclic Redundancy Check (CRC)
- Value to allow detection of memory errors
- The AVC Edge® validates the saved data after the casting of each voter's ballot, and at each power up while the ballot is loaded.

This validation includes, but shall not be limited to:

- Byte-by-byte comparison of the two redundant memories
- Confirmation that all ballot image CRC values are correct
- A recalculation and comparison of the ballot image totals and summary totals
- Automatic machine disabling if any error in the above tests, considered fatal, were to occur. In this case, the machine would report an error condition and disable itself from further voting.
- Double and triple checks at each step in the process of saving votes on the AVC Edge®.

Additional checks shall include, but not be limited to:

- Data read from a file, such as vote totals to be incremented, read twice and compared before being used.
- Data being written to a file read back twice and compared to the original data.
- Automatic machine disabling if any error in the above tests, considered fatal, were to occur. In this case, the machine would report an error condition and disable itself from further voting.

3.5 Audit Trail (DRE)

Sequoia shall provide an audit trail that is an unalterable, randomized electronic record (ballot image) of all votes cast during an election. The ballot image is redundantly stored in the AVC Edge® and the Results Cartridge. The ballot image and summary totals data resides in memory that has a file system organization and is stored in two separate files. In the case of a recount, the AVC Edge® can reconstruct the election ballot-by-ballot while preserving the anonymity of the voters, as all ballot images and write-in name data is stored in randomized fashion within its particular file. The randomizing function is based on a 32-bit maximal length pseudo-random sequence that is further randomized by the seconds-value of the current time. The pseudo-random sequence "state" is maintained in non-volatile memory and is initialized only during manufacture—the sequence does not restart from the same "seed" value at each power up. This process protects the anonymity of the voter.

Sequoia's AVC Edge® shall also provide an audit trail in the form of an alphanumeric printout for both ballot-by-ballot and summary data from an optional on-board, self-contained thermal printer. Additional copies can be printed on demand.

STATEMENT OF WORK

3.6 Security

Sequoia will assist the County in preparing a plan to establish a system-wide security plan. Sequoia shall provide recommended security procedures for the election management system and voting devices to assist the County in ensuring that a "non-tampering" status is perpetuated for all stages of handling in the preparation, Election Day usage, Election Night tallying, and recovery and storage of the voting devices.

4. Hardware/Software Installation and Election Setup

4.1 Setup of Election System Hardware and Software

Sequoia will configure the election system hardware with the appropriate election system software upon delivery to the County.

4.2 Profile and Election Definition

Sequoia's BPS/WinEDS Election Management System has the capability of importing data from the county's VRMS system. Through the importing of data, Sequoia's BPS/WinEDS election management system supports single input of customer profile data such as voting locations, precincts, political subdivisions, offices, parties and machines.

The profile data is used to generate election definition files for creating an election for use on both the Optech and DRE voting devices. Sequoia's BPS/WinEDS Election Management System also allows simultaneously management of multiple elections by multiple users.

4.3 Candidate Filing

Sequoia's Candidate Filing module is a sub-system within the BPS (Ballot Printing System) program. The program is capable of managing two types of data: a permanent Politician Table and a Candidate Table. The Politician Table stores personal information such as address, phone numbers, and email address. The Candidate Table stores filing information such as party, filing date, and any information dealing with the production of ballots. The Candidate Filing System also has the capability of providing reports with Politician and Candidate information.

4.4 Ballot Layout

In Sequoia's BPS/WinEDS Election Management System, the Ballot Layout/Generation function supports English, Spanish, and Chinese, both in written and audio formats, and has the ability of adding new languages.

Audio files can be generated in one of 3 or a combination of the following ways: 1) Read directly into the WinEDS election management system 2) imported and associated with the appropriate text file in the WinEDS election management system 3) synthesized by text-speech software within the WinEDS election management system.

STATEMENT OF WORK

Sequoia shall include an Optech ballot generation component, a DRE ballot generation component, an audio ballot generation component, and a sample ballot generation and interface component. Both the DRE and Optech ballot component must have the ability to produce a separate, special ballot for "60-day" Federal voters. The system shall be capable of limiting the Federal ballots to the DRE for precinct voting should the county wish to.

Sequoia shall assist the County in selecting a printer (if desired by the county) for the production of Optech and Sample Ballots. Sequoia's System must produce a cross-reference guide indicating the appropriate pages, in their appropriate order, to be placed into each ballot type.

While the Optech ballot shall be generated from the same imported file as the DRE ballot, Sequoia's Optech component shall allow for the flexibility of changing fonts, headings, columns, etc., without modifying the DRE or Sample Ballot components.

The System shall also be able to print or provide a text export of the Optech, DRE and sample ballot pages for proofreading purposes. Sequoia's Ballot Layout/Generation System shall have security features as defined in the FEC Voting System Standards that allow for the assignment of specific, restricted, user-access rights to prevent modification of the ballot by unauthorized users.

Sequoia's Optech system for Precinct and Absentee Voting shall have the ballot capacity to accommodate up to three columns in width and 21" in length and tabulate 1, 2, or 3 column folded and non-folded ballots of variable length. Ballots shall be processed in any of four orientations, reading the back and front simultaneously.

4.5 Cartridge/Memory Pack Programming and Testing

The AVC Edge[®] and Insight[®] receive the election definition from WinEDS through the Results Cartridge or Memory Pack. From the election definition in WinEDS, the WinEDS system creates a Results Cartridge for each AVC Edge[®] and a Memory Pack for each Insight[®] that will be used in the election. Results Cartridges and Memory Packs for the AVC Edges[®] and Insights[®] will contain the respective ballot styles for the precinct/polling place to which the machines have each been assigned. This includes programming of early voting Results Cartridges containing all of the ballots styles within the election. Cartridges and Memory Packs are tested through the Pre-LAT process outlined in the checklists attached as Exhibit 2.

5. Election Day/Night and Post-Election

5.1 Write-In Voting

Sequoia's AVC Edge[®] shall provide a paperless, electronic method of recording and storing write-in votes. Write-in votes for the Optech ballot are recorded separately by the voter directly on the ballot.

STATEMENT OF WORK

5.2 Under Voting

Sequoia's AVC Edge® is capable of warning a voter of potentially undervoting any contest or issue but shall also allow the voter to undervote any contest or issue, if the voter so wishes. The Insight® also provides for this capability through undervoted ballot rejection and rejection override should the county choose to use this functionality.

5.3 Over Voting

Sequoia's AVC Edge® shall not allow voters to overvote any contest or issue. The Insight® shall provide for the capability of warning the voter of an overvoted contest or issue through overvoted ballot rejection and rejection override, should the county choose to use this functionality.

5.4 Provisional Voting

Sequoia shall provide a way to cast an electronic provisional ballot. The provisional voting capability shall provide a paper audit record, reproductions of ballots cast, and comply with current laws regarding the manual recounts including candidate-requested recount. Sequoia shall provide documentation and training needed for the implementation of electronic provisional voting. Sequoia will assist the County in developing provisional materials.

When resolving provisional voters, the election management system shall be able to reconcile voters who inadvertently voted in the wrong precinct. If it is subsequently determined that the provisional voter was registered correctly, but voted in the wrong precinct, the correct precinct can be designated for the voter. When a corrected precinct is selected, and the correct precinct for the voter has a different ballot style, the system will automatically include votes common to both the original and corrected precinct.

5.5 Early Voting

The AVC Edge shall be capable of voting all of the County's ballot styles and precincts on a single unit for Early Voting purposes, and Sequoia's election management system shall have provisions for controlling which contests are enabled for voting by each voter. Sequoia will assist the County in creating policies and procedures for Early Voting.

5.6 Ballot Tabulating and Reporting

Sequoia's system shall be able to merge the Optech and DRE tabulation data into a single system for reporting purposes. Sequoia's Optech and DRE system shall use the same tabulating system, meaning a one-setup program will work for both systems. At no time should the County set up a separate ballot tabulation program for both systems.

In terms of ballot tabulation reporting, Sequoia's system shall have the capability of producing numerous printed reports that can be saved in different formats including CSV, SQL, ASCII Text, PDF and HTML. These reports shall be available for components within the system including System Setup, Profile, Election, Election Setup, Ballot Management,

STATEMENT OF WORK

Cartridge, Early Voting, Election Day and Post Election. Sequoia shall also provide to the County the capability of generating different versions of reports through export data files that can be reformatted to create and print reports. For any printed ballot tabulation reports currently used by the County and not covered in the above listed reporting capabilities, Sequoia shall work with the County to provide a solution that will match their current print reporting needs.

5.7 Remote and Central Accumulation

Sequoia's remote and central accumulation reporting system must have both software and hardware components. The hardware must consist of devices, in the nature of a data pack or memory card, which permit the secure, physical transmitting of results of the individual precincts to the central tabulating location at the County by modem or similar device.

Sequoia's system shall also be capable of tabulating precinct results on Election Night, through an electronic file or similar document containing precinct results and allowing them to be transported from a receiving station or a remote electronic election network hub by modem or other electronic conveyance, to a central tabulating location at the County's office.

A newly designed Edge "Card Activator" with built-in thermal printer and a wireless modem will function as the precinct accumulation and results transmission device. The Insight and Edge cartridges are brought to the Card Activator after the close of polls for accumulation, printing and transmission. This solution will be pollworker friendly and will not require recertification of either the Edge or Insight.

Sequoia shall allow election results transmitted from receiving stations to the central site via phone modem transfer. Sequoia shall provide capability to upload election results to the County website. This capability shall be part of the Election Database System.

5.8 Emergency Plan, Disaster Recovery Plan and Checklists

Sequoia will assist the County in creating an emergency plan to stay functional and a Disaster Recovery Plan with checklists for polling sites and the County's office.

5.9 Post Election

System Backup

The system shall provide for electronic backup of the election database, election profile, ballot images, and tabulation data.

Canvass

The system shall provide canvass reports including, but not limited to Interim, Semi-Final Official, Final Official, and the Statement of Vote reports. Sequoia will assist the County in creating procedures for the conduct of the canvass. Sequoia will also be present to assist the County's staff in the conduct of the canvass through the November 2006 election cycle.

STATEMENT OF WORK

Recount

The system shall be able to provide a paper verifiable paper trail to enable a manual recount of all ballots. The system shall also be able to provide for a manual recount process that would utilize the audit trail ballot images printed from the machine or its corresponding cartridge printed via WinEDS to compare the recount totals with the original count. Each ballot image would be added to obtain machine, precinct and ultimately county totals. Ballot image summations would then be compared against the machine, precinct and county totals from the central system. Sequoia will assist the County in creating procedures for the conduct of recounts. Sequoia will also be present to assist the County's staff in the conduct of any recounts through the November 2006 election cycle.

6. Training

Sequoia will provide DRE and Optech voting systems training to County staff. The training programs provided by Sequoia shall include complete, thorough and extensive training for all authorized staff in the administration of the system.

Sequoia will provide a System Implementation Orientation and Transition seminar for all County Election Department staff. Edge (and ancillary Edge equipment), Insight/400C, WinEDS/BPS, Remote Tally/Transmission and Pollworker training will be provided for appropriate staff as determined by Sequoia and the County. Training will include materials and guides (manuals) for the various systems. Training will be conducted as outlined below:

Product/Item	Course	Days	Site
Edge, VVPAT, Card Activator	Acceptance Test Training	1	County
	Operations and General Maintenance	1	County
	Pre-election Logic and Accuracy Testing	1	County
	Technician Training	2	County
Insight/400C	Operations and General Maintenance	3	Sequoia
	Pre-election Logic and Accuracy Testing	1	County
WinEDS/BPS	WinEDS I - Tally and Pre-LAT	2	Sequoia
	WinEDS II & BPS - Election Management and Ballot Layout	8	Sequoia
Tally Support	Remote Tally & Precinct Transmission	2	County
Pollworker	Train the Trainer	3	County
	Rover Technician	1	County
System Implementation	Orientation and Demo Seminar	2	County

STATEMENT OF WORK

General course descriptions follow. Please note that for each course, a test will be administered to measure basic competency.

Acceptance Test Training - This course reviews the step-by step procedures for all facets of AVC Edge® acceptance testing, including setting up the Card Activator, performing a physical inspection of AVC Edge® machines, initializing the AVC Edge, running an internal hardware test, calibrating the touch screen, setting the date and time, loading the demonstration election and vote simulation, processing a manual vote, closing the polls, generating a log report, resetting the system, and disassembling the AVC Edge®.

Edge Operations and General Maintenance - Course participants will develop a working knowledge of the operation and function of the AVC Edge®. Hands-on training will include the system operating modes, election setup procedures and basic troubleshooting skills. At the end of this course, each participant will have the skills necessary to maintain and prepare the AVC Edge® for an election. This course will be provided for appropriate warehouse personnel who will be working directly with the operations and maintenance of the Edge. Sequoia will also assist the County with their training of temporary personnel in the operations and general maintenance of the Edges.

Edge Pre-Election Logic and Accuracy Testing - Course participants will learn recommended logistics for setting up the work area and personnel assignments for preparing and staging machines for the election. Hands-on training will also be given in the step-by-step process for conducting pre-election logic and accuracy testing.

Edge Technician Training - Course participants will develop a working knowledge of the technical aspects of the AVC Edge. Hands-on training will include diagnostics and repair of standard components. At the end of this course, each participant will receive a technician level certification.

Insight/400C Operations and General Maintenance - Course participants will learn how to process ballots through the Insight and 400-C, learn tips for general user maintenance of the machine, and troubleshooting techniques. At the end of this course, each participant will have the skills necessary to maintain and prepare the Insight and 400-C for an election.

Insight/400C Pre-Election Logic and Accuracy Testing - Course participants will receive hands-on training for preparing the Insights and 400C for the election. Hands-on training will be given in the step-by-step process for conducting pre-election logic and accuracy testing.

WinEDS I Tally and Pre-LAT - Course participants will learn how to use WinEDS to effectively support and complete tally procedures for an election. The hands-on training will include cartridge creation and processing, tally procedures and reporting. At the end of this course, each participant will have the understanding and skills necessary to execute election night tally procedures.

Win EDS II Election Management and Ballot Layout - Course participants will learn how to use WinEDS components to generate elections. Hands-on training includes modifying

STATEMENT OF WORK

profile data, generating ballot headers, ballot styles and layouts and creating an election. At the end of this course, each participant will have the skills necessary to define an election.

Pollworker Train the Trainer - Course participants will learn how to effectively present and facilitate pollworker training sessions, including voting unit setup, processing votes, closing polls, voting unit disassembly, and troubleshooting.

Rover Technician Training - Course participants will develop a working knowledge of the technical aspects of the AVC Edge. Hands-on training will include polling place procedures and troubleshooting.

Orientation and Demo Seminar - This course will be presented in 2 parts. Part 1 will be presented to all County staff, as it provides an overview of all of the components of the new voting system and how they work together in the conduct of the election. Transition aspects from the current system to the new system will also be discussed. Part 2 will be presented to those staff who will be conducting demonstrations of the Edge and Insight. This component of the seminar will provide a more in-depth training on the voting process on the Edge and basic troubleshooting.

7. Media, Voter Education and Outreach

Sequoia shall provide 200 hours of support through December 31, 2006, to the County for communication strategy and support to address media and voter education/outreach. Details of the Voter Education plan are specified in Exhibit 3.

8. Warehouse Logistics Planning

Sequoia will assist the County in planning the necessary upgrades and modifications needed for the storage and processing of the voting equipment. Sequoia shall provide a written list of all tools, equipment, transportation carts, electrical requirements for outlets, and any other Sequoia items, which are required to deploy the system.

9. Transportation Planning

Sequoia will assist the County in creating procedures for the deployment and recovery of the voting system equipment. This includes procedures for a distribution/return center system and a polling place delivery/pickup system. Sequoia shall provide written safety procedures and instructions for the moving, assembly and disassembly of the voting devices.

10. Post-Election Debriefing, Staff Discussion and Evaluation

Sequoia shall participate with the County staff in any post-election debriefing events with staff, pollworkers, field inspectors and/or the public at large.

STATEMENT OF WORK

EXHIBIT 1

Optech Insight Acceptance Test Check List

Serial Number: _____

Machine Arrival Date: _____

Technician: _____

Acceptance Test Date: _____

Use the following list to ensure all acceptance testing items have been checked and completed.

PHASE I: PHYSICAL INSPECTION & ELECTION SETUP – INSIGHT			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	Perform the physical inspection, including inspection of the LCD.	
<input type="checkbox"/>	<input type="checkbox"/>	Using WinEDS and the MPR, burn Insight memory pack(s) for each Insight.	
<input type="checkbox"/>	<input type="checkbox"/>	Make sure paper rolls are sufficient.	
<input type="checkbox"/>	<input type="checkbox"/>	Adjust the ballot guide bars for the appropriate number of ballot columns.	
<input type="checkbox"/>	<input type="checkbox"/>	Insert pack(s) into Insight(s).	
<input type="checkbox"/>	<input type="checkbox"/>	Plug in Insights, opening polls and checking Verification Test Reports.	
<input type="checkbox"/>	<input type="checkbox"/>	Run test deck through Insights.	
<input type="checkbox"/>	<input type="checkbox"/>	Close polls.	

Physical Damage:	
Correctable Parts:	
Functional Issues	

Machine Accepted: _____ Date: _____

By: _____

Authorized Signature

STATEMENT OF WORK

PHASE II: PROCESSING RESULTS – INSIGHT			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	Compare the test deck pattern against the Insight Vote Totals reports.	
<input type="checkbox"/>	<input type="checkbox"/>	Unplug Insights, and remove memory pack(s).	
Unofficial Cartridge Processing Mode			
<input type="checkbox"/>	<input type="checkbox"/>	Read memory packs into CAT.	
<input type="checkbox"/>	<input type="checkbox"/>	Transmit results via CAT to central database.	
<input type="checkbox"/>	<input type="checkbox"/>	Run the Summary report and other reports processed on election night.	
Official Cartridge Processing Mode			
<input type="checkbox"/>	<input type="checkbox"/>	Read the same memory packs into WinEDS pre-LAT tally mode.	
<input type="checkbox"/>	<input type="checkbox"/>	Print the Status Report from WinEDS to check status on missing precincts/cartridges.	
<input type="checkbox"/>	<input type="checkbox"/>	Print Pre-LAT Summary Report and verify compare totals from step 3 above.	

STATEMENT OF WORK

AVC Edge Acceptance Test Check List

Serial Number: _____

Machine Arrival Date: _____

Technician: _____

Acceptance Test Date: _____

Use the following list to ensure all acceptance testing items have been checked and completed.

PHASE I: PHYSICAL INSPECTION		
YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Inspect carton/packaging for external damage
<input type="checkbox"/>	<input type="checkbox"/>	Match serial number to bill of lading/paperwork
<input type="checkbox"/>	<input type="checkbox"/>	Inspect the outside of machine for external damage
<input type="checkbox"/>	<input type="checkbox"/>	Check latches and footlocks
<input type="checkbox"/>	<input type="checkbox"/>	Match serial numbers from under handle and front of machine
<input type="checkbox"/>	<input type="checkbox"/>	Open the storage compartment and check for leg components (assemble if desired), and return to storage compartment
<input type="checkbox"/>	<input type="checkbox"/>	Open machine lid and check for power cord
<input type="checkbox"/>	<input type="checkbox"/>	Set up the machine
<input type="checkbox"/>	<input type="checkbox"/>	Ensure the AC power indicator is illuminated
<input type="checkbox"/>	<input type="checkbox"/>	Check battery charging LED
<input type="checkbox"/>	<input type="checkbox"/>	Disconnect the AC power source leading into the AVC Edge® and ensure that all machines are operating on battery power.
<input type="checkbox"/>	<input type="checkbox"/>	Inspect LCD panel
<input type="checkbox"/>	<input type="checkbox"/>	Open and inspect privacy panels
<input type="checkbox"/>	<input type="checkbox"/>	Ensure screen is secure in each of the three angles
<input type="checkbox"/>	<input type="checkbox"/>	Inspect the touch screen
<input type="checkbox"/>	<input type="checkbox"/>	Inspect the printer, if machine is equipped with one
<input type="checkbox"/>	<input type="checkbox"/>	Make sure that the machine has a Results Cartridge. Remove and store in cartridge tray.

Physical Damage:	
Correctable Parts:	
Functional Issues	

Machine Accepted: _____ Date: _____

By: _____

Authorized Signature

STATEMENT OF WORK

PHASE II: ELECTION SETUP & ACCEPTANCE TEST – AVC EDGE			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	Create (export) card activator files onto cartridges being used to program card activators and program card activators. Upload election definition files onto Result Cartridges	
<input type="checkbox"/>	<input type="checkbox"/>	Physically set up Edges and Verivote printers and plug in voting units.	
<input type="checkbox"/>	<input type="checkbox"/>	Check the date and time for correctness and check screen calibration.	
<input type="checkbox"/>	<input type="checkbox"/>	Insert results cartridges to load election.	
<input type="checkbox"/>	<input type="checkbox"/>	Open polls in pre-LAT and verify Zero Proof Report tapes.	
<input type="checkbox"/>	<input type="checkbox"/>	Manually vote the Edges according to pre-determined, specified pattern.	
<input type="checkbox"/>	<input type="checkbox"/>	Process a manual vote in alternative language.	
<input type="checkbox"/>	<input type="checkbox"/>	Program the voter card for a provisional voter and process a provisional vote.	
<input type="checkbox"/>	<input type="checkbox"/>	Process a manual vote for a split precinct.	
<input type="checkbox"/>	<input type="checkbox"/>	Place voting unit in audio mode and process an audio vote.	
<input type="checkbox"/>	<input type="checkbox"/>	Close polls in Pre-LAT and verify manual votes cast against the Pre-LAT Results Report tape on Verivote printer.	
<input type="checkbox"/>	<input type="checkbox"/>	Turn Edge power OFF and remove results cartridges.	

PHASE III: PROCESSING RESULTS – AVC EDGE			
<input type="checkbox"/>	<input type="checkbox"/>	Read results cartridges into Card Activator Transmitter (CAT).	
<input type="checkbox"/>	<input type="checkbox"/>	Transmit results via CAT to central database.	
<input type="checkbox"/>	<input type="checkbox"/>	Run the Summary report and other reports processed on election night.	
Official Cartridge Processing Mode			
<input type="checkbox"/>	<input type="checkbox"/>	Read the same results cartridges into WinEDS pre-LAT tally mode.	
<input type="checkbox"/>	<input type="checkbox"/>	Print the Status Report from WinEDS to check status on missing precincts/cartridges.	
<input type="checkbox"/>	<input type="checkbox"/>	Print Pre-LAT Summary Report and verify compare totals from step 3 above.	

STATEMENT OF WORK

Card Activator Acceptance Test Check List

Serial Number: _____

Machine Arrival Date: _____

Technician: _____

Acceptance Test Date: _____

Use the following list to ensure all acceptance testing items have been checked and completed.

PHASE I: PHYSICAL INSPECTION & ELECTION SETUP – CARD ACTIVATOR			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	Perform the physical inspection, including inspection of the LCD.	
<input type="checkbox"/>	<input type="checkbox"/>	Plug in Card Activator and Power Unit on.	
<input type="checkbox"/>	<input type="checkbox"/>	Using WinEDS export the Selection Code file for loading onto the card Activator.	
<input type="checkbox"/>	<input type="checkbox"/>	Make sure paper rolls are sufficient.	
<input type="checkbox"/>	<input type="checkbox"/>	Transfer election definition files to the Card Activator	
<input type="checkbox"/>	<input type="checkbox"/>	Print Configuration Report.	
<input type="checkbox"/>	<input type="checkbox"/>	Add IP address for transmission (if applicable).	
<input type="checkbox"/>	<input type="checkbox"/>	Activate a voter card and test in conjunction with an Edge having the same Election Configuration.	
<input type="checkbox"/>	<input type="checkbox"/>	Run test deck through Insights.	
<input type="checkbox"/>	<input type="checkbox"/>	Close polls.	

Physical Damage:	
Correctable Parts:	
Functional Issues	

Machine Accepted: _____ Date: _____

By: _____

Authorized Signature

STATEMENT OF WORK

PHASE II: PROCESSING RESULTS – CARD ACTIVATOR			
YES	NO		COMPLETE BY
Unofficial Cartridge Processing Mode			
<input type="checkbox"/>	<input type="checkbox"/>	Utilizing a Results Cartridge from a previously voted Edge, read Results Cartridge into Card Activator.	
<input type="checkbox"/>	<input type="checkbox"/>	Utilizing a Memory Pack from a previously voted Insight, read the Memory Pack into the Card Activator.	
<input type="checkbox"/>	<input type="checkbox"/>	Print Consolidated vote totals for the Precinct.	
<input type="checkbox"/>	<input type="checkbox"/>	Transmit results via Card Activator to the central database.	
<input type="checkbox"/>	<input type="checkbox"/>	Run the Summary report and other reports from the Central system to verify successful transmission.	

STATEMENT OF WORK

EXHIBIT 2

Election Checklist Election Setup, Election Day, and Tally

PHASE I: ELECTION PROGRAMMING – EDGE (WINEDS)			
YES	NO		COMPLETE BY
		NOTE: Initial System setup is completed by Sequoia and includes setting up Tally Types, Tally Categories, Response Sets, Machine Types, Terminology, Election Types, Ballot Headers, and Ballot Language according to the jurisdiction. System Profile is also completed by Sequoia and includes entering the jurisdiction's precinct, party, political subdivision, office and voting machine data.	
<input type="checkbox"/>	<input type="checkbox"/>	1. Before creating an election, check Profile for valid precinct, party, political subdivision, and office information.	
<input type="checkbox"/>	<input type="checkbox"/>	2. Check machine type settings.	
<input type="checkbox"/>	<input type="checkbox"/>	3. Create an election by selecting the appropriate Election Type and then naming and inputting the date of the election	
<input type="checkbox"/>	<input type="checkbox"/>	4. Import into WinEDS from BPS (Optech module).	
<input type="checkbox"/>	<input type="checkbox"/>	5. Run validation	
<input type="checkbox"/>	<input type="checkbox"/>	6. Assign machines to the appropriate precincts	
<input type="checkbox"/>	<input type="checkbox"/>	7. Run Ballot Management using Ballot Wizard to generate ballot layouts and selection codes	
<input type="checkbox"/>	<input type="checkbox"/>	8. Ensure that the appropriate ballot styles have been created for all precincts and tally types	
<input type="checkbox"/>	<input type="checkbox"/>	9. Ensure that the correct contests and candidates are in each ballot style including checking for spelling	
<input type="checkbox"/>	<input type="checkbox"/>	10. Ensure that the Edge ballot is laid out correctly in Visio	
<input type="checkbox"/>	<input type="checkbox"/>	11. If sample ballots are to be Edge ballot images, use files from WinEDS Visio for printing	
<input type="checkbox"/>	<input type="checkbox"/>	12. Create results cartridges for each ballot style (or region)	
<input type="checkbox"/>	<input type="checkbox"/>	13. Proof the election ballot styles on the Edge for contest placement and visual layout	
<input type="checkbox"/>	<input type="checkbox"/>	14. Enter or import voter registration information	
<input type="checkbox"/>	<input type="checkbox"/>	15. Enter alternate/state codes for both contests and candidates for combined City and County Reporting	

STATEMENT OF WORK

PHASE I: ELECTION PROGRAMMING – INSIGHT OPTECH (BPS/WINEDS)			
YES	NO		COMPLETE BY
		NOTE: Initial System setup is completed by Sequoia and includes setting up Tally Types, Tally Categories, Response Sets, Terminology, Election Types, Ballot Headers, and Ballot Language according to the jurisdiction, as well as importing/entering jurisdiction's precinct, party, political subdivision, and office information.	
<input type="checkbox"/>	<input type="checkbox"/>	1. Enter office, candidate and proposal information into BPS	
<input type="checkbox"/>	<input type="checkbox"/>	2. Lay out ballot in BPS	
<input type="checkbox"/>	<input type="checkbox"/>	3. Ensure that the appropriate ballot styles have been created for all precincts and tally types	
<input type="checkbox"/>	<input type="checkbox"/>	4. Ensure that the correct contests and candidates are in each ballot style including checking for spelling	
<input type="checkbox"/>	<input type="checkbox"/>	5. If sample ballots are to be Optech ballot images, use files from BPS for printing	
<input type="checkbox"/>	<input type="checkbox"/>	6. Using WinEDS and the MPR (Memory Pack Reader), burn Insight memory pack(s) for each precinct/polling place	
<input type="checkbox"/>	<input type="checkbox"/>	7. Create Insight Optech test deck pattern and mark test deck.	
<input type="checkbox"/>	<input type="checkbox"/>	8. Insert memory pack(s) into the Insight	
		9. Plug in Insight, opening polls and checking Verification Test Report	
<input type="checkbox"/>	<input type="checkbox"/>	10. Run test deck through Insight	
<input type="checkbox"/>	<input type="checkbox"/>	11. Close polls and compare the test deck pattern against the Insight Vote Totals report to verify election setup	
<input type="checkbox"/>	<input type="checkbox"/>	12. Unplug the Insight, remove memory pack(s) and read into the MPR to test Insight Vote Totals results into WinEDS	

STATEMENT OF WORK

PHASE II: ELECTION SETUP/PRE-LAT – EDGE			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	1. Create vote simulation script to conduct Pre-election Logic and Accuracy Test (Pre-LAT) on Edges	
<input type="checkbox"/>	<input type="checkbox"/>	2. Create vote simulation cartridges	
<input type="checkbox"/>	<input type="checkbox"/>	3. Create (export) card activator files onto cartridges being used to program card activators and program card activators	
<input type="checkbox"/>	<input type="checkbox"/>	4. Create and label results cartridges	
<input type="checkbox"/>	<input type="checkbox"/>	5. Physically set up and plug in Edges	
<input type="checkbox"/>	<input type="checkbox"/>	6. Check external parts and ensure power cords are in receptacles	
<input type="checkbox"/>	<input type="checkbox"/>	7. Ensure machines are fully charged	
<input type="checkbox"/>	<input type="checkbox"/>	8. Check the date and time for correctness and check screen calibration	
<input type="checkbox"/>	<input type="checkbox"/>	9. Insert results cartridges to load election	
<input type="checkbox"/>	<input type="checkbox"/>	10. Open polls in pre-LAT and verify Zero Proof Report tapes	
<input type="checkbox"/>	<input type="checkbox"/>	11. Insert vote simulation cartridges to run vote simulation script	
<input type="checkbox"/>	<input type="checkbox"/>	12. Manually vote the Edges according to pre-determined, specified pattern	
<input type="checkbox"/>	<input type="checkbox"/>	13. Close polls in pre-LAT and verify the accuracy of the vote simulation script pattern (plus any additional manual votes cast) against the pre-LAT Results Report tapes	
<input type="checkbox"/>	<input type="checkbox"/>	14. Turn Edge power OFF and remove results cartridges	
<input type="checkbox"/>	<input type="checkbox"/>	15. Read results cartridges into WinEDS pre-LAT tally mode	
<input type="checkbox"/>	<input type="checkbox"/>	16. Print Pre-LAT Summary Report and verify accuracy of the vote simulation script pattern against the Report	
<input type="checkbox"/>	<input type="checkbox"/>	17. Reinsert results cartridges back into Edges	
<input type="checkbox"/>	<input type="checkbox"/>	18. Turn Edge power back on and ensure the screen indicates readiness for opening polls in Official Election mode.	
<input type="checkbox"/>	<input type="checkbox"/>	19. Turn Edge power off.	
<input type="checkbox"/>	<input type="checkbox"/>	20. Seal the results cartridge doors with a red numbered seal (record, if desired).	
<input type="checkbox"/>	<input type="checkbox"/>	21. Insert a red seal under the Polls Open/Closed doors and seal the doors with a yellow seal	
<input type="checkbox"/>	<input type="checkbox"/>	22. Disassemble Edges and stage for delivery to polling places	

STATEMENT OF WORK

PHASE II: ELECTION SETUP/PRE-LAT -- INSIGHT			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	1. Using WinEDS and the MPR, burn Insight memory pack(s) for each Insight	
<input type="checkbox"/>	<input type="checkbox"/>	2. Physically set up Insights (tabulator and ballot box)	
<input type="checkbox"/>	<input type="checkbox"/>	3. Make sure paper rolls are sufficient	
<input type="checkbox"/>	<input type="checkbox"/>	4. Adjust the ballot guide bars for the appropriate number of ballot columns	
<input type="checkbox"/>	<input type="checkbox"/>	5. Insert pack(s) into Insight(s)	
<input type="checkbox"/>	<input type="checkbox"/>	6. Plug in Insights, opening polls and checking Verification Test Reports	
<input type="checkbox"/>	<input type="checkbox"/>	7. Run test deck through Insights	
<input type="checkbox"/>	<input type="checkbox"/>	8. Close polls and compare the test deck pattern against the Insight Vote Totals reports to accomplish pre-LAT	
<input type="checkbox"/>	<input type="checkbox"/>	9. Unplug Insights, remove memory pack(s) and read into the MPR to test Insight Vote Totals reports	
<input type="checkbox"/>	<input type="checkbox"/>	10. Reinsert memory packs back into Insights and initialize to remove test results and set totals to zero for Official Election	
<input type="checkbox"/>	<input type="checkbox"/>	11. Seal memory pack doors with red numbered seal, if desired, and record.	
<input type="checkbox"/>	<input type="checkbox"/>	12. Stage Insights for delivery to counting locations and/or polling places	

PHASE II: ELECTION SETUP/PRE-LAT -- 400C			
YES	NO		COMPLETE BY
<input type="checkbox"/>	<input type="checkbox"/>	1. Run test deck through 400C	
<input type="checkbox"/>	<input type="checkbox"/>	2. Import 400C results into WinEDS	
<input type="checkbox"/>	<input type="checkbox"/>	3. Compare the test deck pattern against WinEDS summary report complete pre-LAT	

STATEMENT OF WORK

EXHIBIT 3

Voter Education Program

1. Objective

- Maximize voter familiarity and comfort the voting systems.
- Reach out to diverse community organizations to ensure that every eligible voter is provided with the tools and education they need to register and vote with confidence on Election Day.
- Assist the county election department in recruiting, retaining and training qualified poll workers who are eager and capable of learning the new system.
- Gain feedback on machine performance and clarity of instructions for voters, poll workers and election officials.
- Demonstrate the ability to conduct a thorough voter outreach program capable of reaching the diverse elements of the County's voting population.

2. Media Relations Recommendations

Sequoia has numerous relationships with local media that may help the county deliver its message. We are willing to directly contact the media whenever it would be beneficial to the county for us to do so.

Each vendor should provide the county with sufficient information for the County to include in a county media kit and should also provide an ample supply of vendor-specific media kits for the county to provide to members of the media who request them.

Print

Media

Partnerships should be established with as many local media outlets as possible, but specifically with the print media which will likely provide extensive coverage of the project and include pre-election profiles of all voting systems that will be used in the county. In addition to including profiles in their newspaper, the print media can also provide ample assistance through their Internet site.

Weekly

Newspapers

Weekly newspapers have always been an effective method of communicating to targeted cities and neighborhoods within the County.

TV

and

Radio

The County Clerk and/or other County election officials should have ample opportunities to appear on locally produced TV news shows to demonstrate the new technology. Sequoia can assist with contacting area print reporters to assist the County with voter education activities.

STATEMENT OF WORK

Although the story is more print and television friendly, the audio portion of the ballots will provide a helpful tool to gain radio news coverage. As time permits, we should also schedule local officials on radio programs geared to younger, lower propensity voters to help improve turnout and poll worker recruitment in that demographic group.

3. Direct Voter Contact

Sequoia will design and produce camera-ready art a clearly designed mail piece that demonstrates the proper way to use the AVC Edge and Insight prior to the elections. The Clerk's office will print and mail the document to all voting households.

In addition to teaching voters how to use the equipment in numerous targeted community demonstrations, Sequoia will routinely encourage voters to sign-up as poll workers for Election Day.

4. Community Relations

With former Assistant California Secretary of State, Alfie Charles, on the Sequoia team, Sequoia has unequalled experience reaching out to County community leaders, voting rights organizations and professional associations, to the extent that the County wants our direct involvement.

Sequoia will work closely with the county to offer our expertise as a complement to the pre-existing community outreach efforts of the County including extensive demonstrations of the new equipment to schools, community organizations, major area employers, senior centers, etc.

Sequoia will utilize our relationships with national, state and local community organizations to help educate community leaders and encourage them to teach members of their organizations how to use the new technology.

Sequoia thinks it is critical to the success of the project that outreach is conducted to diverse community organizations in as many languages as possible. Sequoia will help support existing county relationships and identify new contacts and organizations that will help the county achieve their outreach goals to these communities.

One of the primary beneficiaries of Sequoia's technology will be elderly and disabled voters. Sequoia will help the county contact voters with special needs to demonstrate how they will be allowed to vote more easily when the new system is fully implemented.

5. Summary of Voter Education Plan

Sequoia believes that voter education is a critical component to a successful installation of a new touch screen voting system.

STATEMENT OF WORK

We also believe that a properly conducted outreach program can do more than educate voters: it can also improve participation and assist in the recruitment of additional poll workers for county election officials.

The only limitation for a comprehensive outreach campaign is time. The voter education plan we propose is ambitious but completely possible for the March 21, 2006 election. It will also provide the foundation for the full countywide education program that will be necessary as the county embarks on the full installation of their new voting system.

6. Sequoia Voting Systems Voter Education Deliverables

1. 200 hours of time to provide communications strategy and support, including:
2. Crisis communication strategy for county
3. Competent trained spokesperson available for public comment to any media at the request of the Clerk to address or respond to any elements or shortcomings of the System prior to, during and after each election. This may include speaking directly to reporters or issuing letters or statements. Additionally, act as a resource to supply its knowledge of the System to the Clerk's staff to assist the staff in responding or relaying information to the media.
4. Assistance to County with the joint development of press kits
 - a. Demonstration materials
 - b. Security and Q&A documentation
 - c. Sequoia background information
 - d. Relevant news clips
5. PowerPoint presentation for community outreach presentations and media relations activities
6. Assist the County with the preparation and conduct of Suburban Cook County Mock Election
7. Assist in the design of election related materials for voter outreach and education including:
 - Optical Scan ballot samples
 - DRE Screen Images
 - Multi-lingual brochures
 - Demonstration and outreach materials
 - Polling Place instructions, including information regarding provisional voting
 - Absentee and Early Voting instructional materials
 - Print adds
8. Artwork for sample ballot demonstration on how to vote on the voting system

EXHIBIT C

ID	Task Name	Duration	Start	Finish	Resource Names
1	PHASE I: PROJECT INITIATION	15 days	Fri 7/1/05	Thu 7/21/05	
2	Project Start-up Activities (Sequoia Internal)	1 day	Fri 7/1/05	Fri 7/1/05	Sequoia
3	Establish Project Team	1 day	Fri 7/1/05	Fri 7/1/05	Sequoia
4	Establish Accounting Procedures	1 day	Fri 7/1/05	Fri 7/1/05	Sequoia
5	Project Orientation	1 day	Fri 7/1/05	Fri 7/1/05	Sequoia
6	Subcontractor Selection	14 days	Mon 7/4/05	Thu 7/21/05	
7	Teaming Agreement	10 days	Mon 7/4/05	Fri 7/15/05	Sequoia
8	Draft Subcontract	2 days	Mon 7/18/05	Tue 7/19/05	Sequoia
9	Subcontract Approved	2 days	Wed 7/20/05	Thu 7/21/05	Sequoia
10	Project Start-up Activities (Sequoia & Client)	17 days	Wed 7/6/05	Thu 7/28/05	
11	Establish Initial Meeting with County	1 day	Wed 7/6/05	Wed 7/6/05	
12	Review Statement of Work (from Contract)	1 day	Wed 7/6/05	Wed 7/6/05	County/Sequoia
13	Review Project Schedule (from Contract)	1 day	Wed 7/6/05	Wed 7/6/05	County/Sequoia
14	Review Standard Project Management Plan (PMP)	1 day	Wed 7/6/05	Wed 7/6/05	County/Sequoia
15	County provides Internal Election Calendar	1 day	Wed 7/6/05	Wed 7/6/05	County
16	Establish weekly Project Management Meeting schedule	1 day	Wed 7/6/05	Wed 7/6/05	County/Sequoia
17	Establish County-Customized Project Management Plan (PMP)	6 days	Thu 7/7/05	Thu 7/14/05	
18	Create County's PMP	3 days	Thu 7/7/05	Mon 7/11/05	Sequoia
19	Submit County's PMP to County for approval	1 day	Tue 7/12/05	Tue 7/12/05	Sequoia
20	County approves PMP	2 days	Wed 7/13/05	Thu 7/14/05	County
21	Initial Site Survey	6 days	Thu 7/7/05	Thu 7/14/05	
22	Distribute Site Survey to County PM to update	1 day	Thu 7/7/05	Thu 7/7/05	Sequoia
23	County PM Completes Site Survey	5 days	Fri 7/8/05	Thu 7/14/05	County
24	Establish Project Library	5 days	Mon 7/11/05	Fri 7/15/05	
25	Create Table of Contents for documents issued to County	1 day	Mon 7/11/05	Mon 7/11/05	Sequoia
26	Create electronic repository for electronic files	2 days	Tue 7/12/05	Wed 7/13/05	Sequoia
27	Create library for hardcopy records	1 day	Thu 7/14/05	Thu 7/14/05	Sequoia
28	Maintain Table of Contents (ongoing activity)	1 day	Fri 7/15/05	Fri 7/15/05	Sequoia
29	Establish Baseline Project Schedule	13 days	Mon 7/11/05	Wed 7/27/05	
30	Establish meeting with County to discuss Baseline MS Project Schedule	1 day	Mon 7/11/05	Mon 7/11/05	Sequoia
31	Incorporate information from Initial Site Survey into Baseline MS Project Schedule	1 day	Tue 7/12/05	Tue 7/12/05	Sequoia
32	Incorporate information from County Internal Elections Calendar into Baseline MS Project Schedule	3 days	Wed 7/13/05	Fri 7/15/05	Sequoia
33	Conduct meeting with County to discuss Baseline MS Project Schedule	1 day	Mon 7/18/05	Mon 7/18/05	Sequoia
34	County provides initial feedback on Baseline MS Project Schedule	3 days	Tue 7/19/05	Thu 7/21/05	County
35	Incorporate County changes/feedback into Baseline MS Project Schedule	1 day	Fri 7/22/05	Fri 7/22/05	Sequoia
36	Submit Baseline MS Project Schedule to County for sign-off	1 day	Mon 7/25/05	Mon 7/25/05	Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
37	County approves Baseline MS Project Schedule	2 days	Tue 7/26/05	Wed 7/27/05	
38	Prepare for Project Orientation	9 days	Mon 7/18/05	Thu 7/28/05	
39	Set Schedule w/County for Project and New System Orientation Sessions	1 day	Mon 7/18/05	Mon 7/18/05	Sequoia
40	Customize Project/New System Orientation Presentation and Handouts	5 days	Tue 7/19/05	Mon 7/25/05	Sequoia
41	Discuss equipment needs for Orientation with County	1 day	Tue 7/26/05	Tue 7/26/05	Sequoia
42	Contact Oakland/Denver Office to ship equipment necessary for Demonstration	1 day	Wed 7/27/05	Wed 7/27/05	Sequoia
43	Communicate Delivery Date to County	1 day	Thu 7/28/05	Thu 7/28/05	Sequoia
44	Project Kick-off	4 days	Mon 8/1/05	Thu 8/4/05	
45	Conduct Project Orientation Sessions(s)	4 days	Mon 8/1/05	Thu 8/4/05	
46	Set-up Equipment	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
47	Test Election and Vote Sim	1 day	Tue 8/2/05	Tue 8/2/05	Sequoia
48	Conduct Project Orientation Session(s) (Distribute Attendance Sign-in Sheet)	2 days	Wed 8/3/05	Thu 8/4/05	Sequoia
49	PHASE II: TRANSITION PLANNING	60 days	Mon 8/1/05	Fri 10/21/05	
50	Warehouse Transition Workshop	60 days	Mon 8/1/05	Fri 10/21/05	
51	Review Site Survey	4 days	Mon 8/1/05	Thu 8/4/05	
52	Setup Meeting with Warehouse Team	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
53	Distribute Baseline MS Project Schedule to Warehouse Team	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
54	Distribute Initial Responses to Site Survey to Warehouse Team	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
55	Discuss Mapping of existing County System to new Sequoia System	1 day	Thu 8/4/05	Thu 8/4/05	County/Sequoia
56	Draft Warehouse Layout Plan	12 days	Fri 8/5/05	Mon 8/22/05	
57	Develop Draft Warehouse Layout Plan	5 days	Fri 8/5/05	Thu 8/11/05	County/Sequoia
58	Submit Draft Warehouse Layout Plan to County for Comments	1 day	Fri 8/12/05	Fri 8/12/05	Sequoia
59	County reviews and comments on Draft Warehouse Layout Plan	1 day	Mon 8/15/05	Mon 8/15/05	County
60	Incorporate County Comments/Feedback into Draft Warehouse Layout Plan	1 day	Tue 8/16/05	Tue 8/16/05	Sequoia
61	Produce Final Warehouse Layout Plan	1 day	Wed 8/17/05	Wed 8/17/05	Sequoia
62	Submit Final Warehouse Layout Plan to County for Sign-off	1 day	Thu 8/18/05	Thu 8/18/05	Sequoia
63	County Approves Final Warehouse Layout Plan	2 days	Fri 8/19/05	Mon 8/22/05	County
64	Building/Subcontractor/Vendor Selection Process	23 days	Mon 8/22/05	Wed 9/21/05	
65	County begins process to procure necessary equipment/building subcontractors	10 days	Mon 8/22/05	Fri 9/2/05	County
66	County attains necessary legal approvals from building lessor/county/city for acquiring building	10 days	Mon 9/5/05	Fri 9/16/05	County
67	County selects building/subcontractors/vendors	1 day	Mon 9/19/05	Mon 9/19/05	County
68	County finalizes acquisition/design/installation/moving schedule with subcontractors	2 days	Tue 9/20/05	Wed 9/21/05	County
69	Update Baseline MS Project Schedule	1 day	Wed 9/21/05	Wed 9/21/05	
70	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Wed 9/21/05	Wed 9/21/05	Sequoia
71	Warehouse Layout Installation/Move	15 days	Mon 10/3/05	Fri 10/21/05	
72	County Clears Out Warehouse as Necessary	5 days	Mon 10/3/05	Fri 10/21/05	County

ID	Task Name	Duration	Start	Finish	Resource Names
73	County/Vendors/Subcontractors install equipment/systems or conduct move	10 days	Mon 10/10/05	Fri 10/21/05	County
74	IT Transition Workshop	39 days	Mon 8/1/05	Thu 9/22/05	
75	Review Site Survey	39 days	Mon 8/1/05	Thu 9/22/05	
76	Setup Meeting with IT Team	39 days	Mon 8/1/05	Thu 9/22/05	Sequoia
77	Distribute Baseline MS Project Schedule to IT Team	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
78	Distribute Initial Responses to Site Survey to IT Team	1 day	Mon 8/1/05	Mon 8/1/05	Sequoia
79	Discuss Mapping of Existing County System to New Sequoia System	1 day	Thu 8/4/05	Thu 8/4/05	County
80	Establish Reporting Requirements	1 day	Fri 8/5/05	Fri 8/5/05	
81	Distribute Standard Report Deliverables List	1 day	Fri 8/5/05	Fri 8/5/05	Sequoia
82	Provide Sample Reports Based on Site Survey Information	1 day	Fri 8/5/05	Fri 8/5/05	Sequoia
83	County Approves Standard Report Package	1 day	Fri 8/5/05	Fri 8/5/05	County
84	Draft IT Plan	10 days	Mon 8/8/05	Fri 8/19/05	
85	Develop Draft IT Plan	3 days	Mon 8/8/05	Wed 8/10/05	County/Sequoia
86	Submit Draft IT Plan to County for Comments	1 day	Thu 8/11/05	Thu 8/11/05	Sequoia
87	County reviews and comments on Draft IT Plan	2 days	Fri 8/12/05	Mon 8/15/05	County
88	Incorporate County Comments/Feedback into Draft IT Plan	1 day	Tue 8/16/05	Tue 8/16/05	Sequoia
89	Produce Final Warehouse Layout Plan	1 day	Wed 8/17/05	Wed 8/17/05	Sequoia
90	Submit Final Warehouse Layout plan to County for Sign-off	1 day	Thu 8/18/05	Thu 8/18/05	Sequoia
91	County Approves Final IT Plan	1 day	Fri 8/19/05	Fri 8/19/05	County
92	Update Baseline MS Project Schedule	1 day	Fri 8/19/05	Fri 8/19/05	
93	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Fri 8/19/05	Fri 8/19/05	Sequoia
94	Hardware Equipment Order	3 days	Fri 8/19/05	Tue 8/23/05	
95	Draft County Equipment Order List	2 days	Fri 8/19/05	Mon 8/22/05	County/Sequoia
96	County Orders Necessary Equipment	1 day	Tue 8/23/05	Tue 8/23/05	County
97	Absentee/Early Voting (EV) Transition Workshop	16 days	Thu 8/4/05	Thu 8/25/05	
98	Review Site Survey	3 days	Thu 8/4/05	Mon 8/8/05	
99	Setup Meeting with Absentee/EV Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
100	Distribute Baseline MS Project Schedule to Absentee/EV Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
101	Distribute Initial Responses to Site Survey to Absentee/EV Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
102	Discuss Mapping of Existing County System to New Sequoia System	1 day	Mon 8/8/05	Mon 8/8/05	County/Sequoia
103	Draft Absentee/EV Plan	10 days	Tue 8/9/05	Mon 8/22/05	
104	Develop Draft Absentee/EV Plan	2 days	Tue 8/9/05	Wed 8/10/05	County/Sequoia
105	Submit Draft Absentee/EV Plan to County for Comments	1 day	Thu 8/11/05	Thu 8/11/05	Sequoia
106	County Reviews and Comments on Draft Absentee/EV Plan	2 days	Fri 8/12/05	Mon 8/15/05	County
107	Incorporate County Comments/Feedback into Draft Absentee/EV Plan	1 day	Tue 8/16/05	Tue 8/16/05	Sequoia
108	Produce Final Absentee/EV Plan	1 day	Wed 8/17/05	Wed 8/17/05	Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
109	Submit Final Absentee/EV Plan to County for Sign-off	1 day	Thu 8/18/05	Thu 8/18/05	Sequoia
110	County Approves Final Absentee/EV Plan	2 days	Fri 8/19/05	Mon 8/22/05	County
111	Hardware Equipment Order	2 days	Tue 8/23/05	Wed 8/24/05	
112	Draft County Equipment Order List	1 day	Tue 8/23/05	Tue 8/23/05	County/Sequoia
113	County Orders Necessary Equipment	1 day	Wed 8/24/05	Wed 8/24/05	County
114	Update Baseline MS Project Schedule	1 day	Thu 8/25/05	Thu 8/25/05	
115	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Thu 8/25/05	Thu 8/25/05	Sequoia
116	Voter Outreach Transition Workshop	18 days	Thu 8/4/05	Mon 8/29/05	
117	Review Site Survey	6 days	Thu 8/4/05	Thu 8/11/05	
118	Setup Meeting with Voter Outreach Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
119	Distribute Baseline MS Project Schedule to Voter Outreach Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
120	Distribute Initial Responses to Site Survey to Voter Outreach Team	1 day	Thu 8/4/05	Thu 8/4/05	Sequoia
121	Discuss Mapping of Existing County System to New Sequoia System	1 day	Thu 8/11/05	Thu 8/11/05	County/Sequoia
122	Draft Voter Outreach Plan	11 days	Fri 8/12/05	Fri 8/26/05	
123	Develop Draft Voter Outreach Plan	3 days	Fri 8/12/05	Tue 8/16/05	County/Sequoia
124	Submit Draft Voter Outreach Plan to County for Comments	1 day	Wed 8/17/05	Wed 8/17/05	Sequoia
125	County Reviews and Comments on Draft Voter Outreach Plan	2 days	Thu 8/18/05	Fri 8/19/05	County
126	Incorporate County Comments/Feedback into Draft Voter Outreach Plan	1 day	Mon 8/22/05	Mon 8/22/05	Sequoia
127	Produce Final Voter Outreach Plan	1 day	Tue 8/23/05	Tue 8/23/05	Sequoia
128	Submit Final Voter Outreach Plan to County for Sign-off	1 day	Wed 8/24/05	Wed 8/24/05	Sequoia
129	County Approves Final Voter Outreach Plan	2 days	Thu 8/25/05	Fri 8/26/05	County
130	Update Baseline MS Project Schedule	1 day	Mon 8/29/05	Mon 8/29/05	
131	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Mon 8/29/05	Mon 8/29/05	Sequoia
132	Pollworker Training Transition Workshop	33 days	Mon 8/15/05	Wed 9/28/05	
133	Review Site Survey	4 days	Mon 8/15/05	Thu 8/18/05	
134	Setup Meeting with Pollworker Training Team	1 day	Mon 8/15/05	Mon 8/15/05	Sequoia
135	Distribute Baseline MS Project Schedule to Pollworker Training Team	1 day	Mon 8/15/05	Mon 8/15/05	Sequoia
136	Distribute Initial Responses to Site Survey to Pollworker Training Team	1 day	Mon 8/15/05	Mon 8/15/05	Sequoia
137	Discuss Mapping of existing County System to New Sequoia System	1 day	Thu 8/18/05	Thu 8/18/05	County/Sequoia
138	Draft Pollworker Training Plan	14 days	Fri 8/19/05	Wed 9/7/05	
139	Develop Draft Pollworker Training Plan	5 days	Fri 8/19/05	Thu 8/25/05	County/Sequoia
140	Submit Draft Pollworker Training Plan to County for Comments	1 day	Fri 8/26/05	Fri 8/26/05	Sequoia
141	County Reviews and Comments on Draft Pollworker Training Plan	3 days	Mon 8/29/05	Wed 8/31/05	County
142	Incorporate County Comments/Feedback into Draft Pollworker Training Plan	1 day	Thu 9/1/05	Thu 9/1/05	Sequoia
143	Produce Final Pollworker Training Plan	1 day	Fri 9/2/05	Fri 9/2/05	Sequoia
144	Submit Final Pollworker Training plan to County for Sign-off	1 day	Mon 9/5/05	Mon 9/5/05	Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
145	County Approves Final Pollworker Training Plan	2 days	Tue 9/6/05	Wed 9/7/05	County
146	Video Production Company Selection Process	14 days	Thu 9/8/05	Tue 9/27/05	
147	County Begins process to procure video production company	2 days	Thu 9/8/05	Fri 9/9/05	County
148	County selects video production company	10 days	Mon 9/12/05	Fri 9/23/05	County
149	County Finalizes video production schedule with video production company	2 days	Mon 9/26/05	Tue 9/27/05	County
150	Update Baseline MS Project Schedule	1 day	Wed 9/28/05	Wed 9/28/05	
151	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Wed 9/28/05	Wed 9/28/05	Sequoia
152	Project Training Workshop	14 days	Thu 8/25/05	Tue 9/13/05	
153	Review Site Survey	3 days	Thu 8/25/05	Mon 8/29/05	
154	Setup Meeting with Project Training Team	1 day	Thu 8/25/05	Thu 8/25/05	Sequoia
155	Distribute Baseline MS Project Schedule to Project Training Team	1 day	Thu 8/25/05	Thu 8/25/05	Sequoia
156	Distribute Initial Responses to Site Survey to Project Training Team	1 day	Thu 8/25/05	Thu 8/25/05	Sequoia
157	Discuss Mapping of Existing County System to New Sequoia System	1 day	Mon 8/29/05	Mon 8/29/05	County/Sequoia
158	Draft Project Training Plan	10 days	Tue 8/30/05	Mon 9/12/05	
159	Develop Draft Project Training Plan	2 days	Tue 8/30/05	Wed 8/31/05	County/Sequoia
160	Submit Draft Project Training Plan to County for Comments	1 day	Thu 9/1/05	Thu 9/1/05	Sequoia
161	County reviews and comments on Draft Project Training Plan	2 days	Fri 9/2/05	Mon 9/5/05	County
162	Incorporate County Comments/Feedback into Draft Project Training Plan	1 day	Tue 9/6/05	Tue 9/6/05	Sequoia
163	Produce Final Project Training Plan	1 day	Wed 9/7/05	Wed 9/7/05	Sequoia
164	Submit Final Project Training plan to County for Sign-off	1 day	Thu 9/8/05	Thu 9/8/05	Sequoia
165	County Approves Final Project Training Plan	2 days	Fri 9/9/05	Mon 9/12/05	County
166	Update Baseline MS Project Schedule	1 day	Tue 9/13/05	Tue 9/13/05	
167	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Tue 9/13/05	Tue 9/13/05	Sequoia
168	PHASE III: DEVELOPMENT	130 days	Mon 8/22/06	Fri 2/17/06	
169	Scope: Voter Outreach	24 days	Mon 8/29/05	Thu 9/29/05	
170	Develop Voter Outreach Plan and Materials	24 days	Mon 8/29/05	Thu 9/29/05	
171	County Completes Development Section of Voter Outreach Plan	2 days	Mon 8/29/05	Tue 8/30/05	County
172	Make Necessary Adjustments to Project Schedule	1 day	Wed 8/31/05	Wed 8/31/05	Sequoia
173	Design Artwork/Specialized Image for Voter Activation Card	10 days	Thu 9/1/05	Wed 9/14/05	County/Sequoia
174	Return Proofs with Cover Form to County	1 day	Thu 9/15/05	Thu 9/15/05	Sequoia
175	County Approves Voter Activation Card Design	1 day	Fri 9/16/05	Fri 9/16/05	County
176	E-mail Final Approval to Jamestown Office	1 day	Mon 9/19/05	Mon 9/19/05	County
177	Fax Copy of Signed Approval to Jamestown Office	1 day	Tue 9/20/05	Tue 9/20/05	County
178	SVS Submits Voter Activation Card Order to Manufacturer	1 day	Wed 9/21/05	Wed 9/21/05	Sequoia
179	Manufacturer Sends Artwork Proof to SVS for submission to County	5 days	Thu 9/22/05	Wed 9/28/05	Sequoia
180	County Submits Sign-Off on the Proof to Manufacturer Before Production Can Begin	1 day	Thu 9/29/05	Thu 9/29/05	County

ID	Task Name	Duration	Start	Finish	Resource Names
181	Scope: IT	130 days	Mon 8/22/05	Fri 2/17/06	
182	Develop Central/Remote Tally Network Configuration Plan	4 days	Mon 8/22/05	Thu 8/25/05	
183	County and Sequoia Completes Tally Network Development Section of IT Plan Document	3 days	Mon 8/22/05	Wed 8/24/05	County/Sequoia
184	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Thu 8/25/05	Thu 8/25/05	Sequoia
185	Develop WinEDS Profile Database	16 days	Fri 8/26/05	Fri 9/16/05	
186	County to Provide Jurisdictional Information	1 day	Fri 8/26/05	Fri 8/26/05	County
187	Forward County Jurisdictional Information to Assigned SVS Software Team Lead	1 day	Mon 8/29/05	Mon 8/29/05	Sequoia
188	Software Team Lead Creates Profile Database	5 days	Tue 8/30/05	Mon 9/5/05	Sequoia
189	Distribute Hardcopy Reports to County to proof	1 day	Tue 9/6/05	Tue 9/6/05	Sequoia
190	County Profiles Profile Database Reports and Provides Feedback	3 days	Wed 9/7/05	Fri 9/9/05	County
191	Make Necessary Revisions to Profile Database	2 days	Mon 9/12/05	Tue 9/13/05	Sequoia
192	Submit Final Profile Database Report to County for Sign-off	1 day	Wed 9/14/05	Wed 9/14/05	Sequoia
193	County Approves Final Profile Database	2 days	Thu 9/15/05	Fri 9/16/05	County
194	Develop County-Specific Reporting Deliverables	14 days	Mon 9/19/05	Thu 10/6/05	
195	Develop draft report/plan for County-specific reporting needs	1 day	Mon 9/19/05	Mon 9/19/05	Sequoia
196	Provide Sample Reports/Deliverables to County	5 days	Tue 9/20/05	Mon 9/26/05	Sequoia
197	County provides feedback/changes to sample reports/deliverables	2 days	Tue 9/27/05	Wed 9/28/05	County
198	Sequoia makes changes to sample reports	3 days	Thu 9/29/05	Mon 10/3/05	Sequoia
199	Sequoia submits final sample reports/deliverables to County for sign-off	1 day	Tue 10/4/05	Tue 10/4/05	Sequoia
200	County approves final County-specific reporting deliverables	2 days	Wed 10/5/05	Thu 10/6/05	County
201	System Hardware/Software Delivery/Installation	12 days	Mon 9/19/05	Tue 10/4/05	
202	Coordinate Installation of all Hardware and Software Components with County (IT)	1 day	Mon 9/19/05	Mon 9/19/05	County/Sequoia
203	Make Necessary Adjustments to Project Schedule	1 day	Tue 9/20/05	Tue 9/20/05	Sequoia
204	Install DRE System Hardware/Software	3 days	Wed 9/21/05	Fri 9/23/05	Sequoia
205	Complete Hardware/Software Configuration Tracking Sheet for DRE Installation	0 days	Fri 9/23/05	Fri 9/23/05	Sequoia
206	Upload County Profile Database Previously Created	1 day	Mon 9/26/05	Mon 9/26/05	Sequoia
207	County Establishes System Access/Security Rights	3 days	Tue 9/27/05	Thu 9/29/05	County
208	Complete System Security Tracking Sheet	0 days	Thu 9/29/05	Thu 9/29/05	County/Sequoia
209	Install Optech System Hardware/Software	1 day	Fri 9/30/05	Fri 9/30/05	Sequoia
210	Complete Hardware/Software Configuration Tracking Sheet for Optech Installation	0 days	Fri 9/30/05	Fri 9/30/05	Sequoia
211	Install Additional System Hardware/Software	2 days	Mon 10/3/05	Tue 10/4/05	Sequoia
212	Complete Hardware/Software Configuration Tracking Sheet for additional Installation	0 days	Tue 10/4/05	Tue 10/4/05	Sequoia
213	BPS Training	25 days	Mon 9/19/05	Fri 10/21/05	
214	Coordinate BPS training date, time and place	1 day	Mon 9/19/05	Mon 9/19/05	County/Sequoia
215	County PM sends communication to participants (agenda)	1 day	Fri 10/14/05	Fri 10/14/05	County
216	Conduct BPS Training	4 days	Tue 10/18/05	Fri 10/21/05	Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
217	Election Creation for Optech Ballots (and Sample Ballots if using Optech Format)	43 days	Mon 12/6/05	Wed 2/1/06	
218	Distribute Planning Document for Election Creation for Optech/Sample Ballot	1 day	Mon 12/5/05	Mon 12/5/05	Sequoia
219	Import from County VR System and/or Data Entry into Absentee Module	2 days	Tue 12/6/05	Wed 12/7/05	Sequoia
220	Create Gap Analysis of Missing Information	1 day	Thu 12/8/05	Thu 12/8/05	Sequoia
221	Input Missing Information into WinEDS Absentee Module	1 day	Fri 12/9/05	Fri 12/9/05	County/Sequoia
222	Print Election Definition Reports from WinEDS Absentee Module for Proofing	1 day	Mon 12/12/05	Mon 12/12/05	County/Sequoia
223	County Proof's Election Definition Reports	2 days	Tue 12/13/05	Wed 12/14/05	County
224	Apply Changes to Election Database in WinEDS Absentee Module	1 day	Thu 12/15/05	Thu 12/15/05	County/Sequoia
225	Enter Final Candidate/Proposal Information After Candidate Closing/Certification into WinED	2 days	Fri 12/16/05	Mon 12/19/05	County/Sequoia
226	Run Optech Ballot Layout in WinEDS Absentee Module	1 day	Tue 12/20/05	Tue 12/20/05	County/Sequoia
227	County Proofs Optech Ballot Layout	2 days	Wed 12/21/05	Thu 12/22/05	County
228	Make Changes to Optech Ballot Layout in WinEDS Absentee Module	1 day	Fri 12/23/05	Fri 12/23/05	County/Sequoia
229	Print Final Optech Ballot Layout and Election Definition Reports from WinEDS Absentee Mod	1 day	Mon 12/26/05	Mon 12/26/05	County/Sequoia
230	Submit Final Optech Ballot Layout and Election Definition Reports for Sign-off	1 day	Tue 12/27/05	Tue 12/27/05	County/Sequoia
231	County Approves Final Optech Ballot Layout and Election Definition Reports	2 days	Wed 12/28/05	Thu 12/29/05	County
232	Deliver Optech Ballot Output Files to County	1 day	Fri 12/30/05	Fri 12/30/05	County/Sequoia
233	County Forwards Optech Ballot Output Files to Printer	1 day	Mon 1/2/06	Mon 1/2/06	County
234	County Prepares Optech Ballot Runsheets	2 days	Tue 1/3/06	Wed 1/4/06	County
235	County Submits Order for Optech Ballots, Optech Ballot Test Decks and Sample Ballots to c	1 day	Thu 1/5/06	Thu 1/5/06	County
236	Printer Delivers Optech Ballots, Optech Ballot Test Decks and Sample Ballots	15 days	Fri 1/6/06	Thu 1/26/06	County
237	County Determines Optech Test Deck Pattern	2 days	Fri 1/27/06	Mon 1/30/06	County
238	County Marks Optech Test Deck	2 days	Tue 1/31/06	Wed 2/1/06	County
239	Election Creation for DRE Ballots (and Sample Ballots if using DRE format)	50 days	Mon 12/12/05	Fri 2/17/06	
240	Distribute Planning Document for Election Creation for DRE/Sample Ballot	1 day	Mon 12/12/05	Mon 12/12/05	Sequoia
241	Import Absentee Ballot Information through WinEDS Bridge Tool	1 day	Tue 12/13/05	Tue 12/13/05	County/Sequoia
242	Create Gap Analysis of Missing Information	1 day	Wed 12/14/05	Wed 12/14/05	Sequoia
243	Input Missing Information into WinEDS DRE Module	2 days	Thu 12/15/05	Fri 12/16/05	County/Sequoia
244	Run Ballot Layout in WinEDS DRE Module	1 day	Mon 12/19/05	Mon 12/19/05	County/Sequoia
245	County Provides Audio Ballot Information Document to Recording Studio/In-House Recorder	2 days	Tue 12/20/05	Wed 12/21/05	County
246	Print DRE Ballot Layout Utilizing Visio	1 day	Thu 12/22/05	Thu 12/22/05	County/Sequoia
247	County Proofs DRE Ballot Layout Utilizing Visio	2 days	Fri 12/23/05	Mon 12/26/05	County
248	Apply Changes to DRE Ballot Layout in winEDS DRE Module	1 day	Tue 12/27/05	Tue 12/27/05	County/Sequoia
249	Print Final DRE Ballot Layout (Visio) from WinEDS DRE Module	1 day	Wed 12/28/05	Wed 12/28/05	County/Sequoia
250	Submit Final DRE Ballot Layout (Visio) from WinEDS DRE Module for Sign-Off	1 day	Thu 12/29/05	Thu 12/29/05	County/Sequoia
251	County Approves Final DRE Ballot Layout (Visio)	1 day	Fri 12/30/05	Fri 12/30/05	County
252	Deliver DRE Ballot Layout Files (Visio) to County	1 day	Mon 1/2/06	Mon 1/2/06	Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
253	County Forwards DRE Ballot Layout Files to Printer to Print Sample Ballots	1 day	Tue 1/3/06	Tue 1/3/06	County
254	Create One (1) Cartridge for Each DRE Ballot Style and Load Each on a DRE Machine	1 day	Wed 1/4/06	Wed 1/4/06	County
255	County Proofs DRE Ballot Layouts Visually on DRE machines	2 days	Thu 1/5/06	Fri 1/6/06	County
256	Program Optech Ballot Interface in WinEDS DRE Module	1 day	Mon 1/9/06	Mon 1/9/06	County/Sequoia
257	Test Optech Ballot Interface in WinEDS DRE Module	1 day	Tue 1/10/06	Tue 1/10/06	County/Sequoia
258	County to Determine Selection Code Text for Card Activators	1 day	Wed 1/11/06	Wed 1/11/06	County
259	Enter Card Activator Selection Code Information into WinEDS DRE Module	1 day	Thu 1/12/06	Thu 1/12/06	County/Sequoia
260	Make Any Necessary Changes to DRE Ballot Layout from Visual DRE Proofing	2 days	Fri 1/13/06	Mon 1/16/06	County/Sequoia
261	Recreate and Load Cartridges for Final Proofing	1 day	Tue 1/17/06	Tue 1/17/06	County
262	County Proofs Final DRE Ballot Layout Visually on DRE Machines	2 days	Wed 1/18/06	Thu 1/19/06	County
263	County Approves DRE Visual Proof Record	1 day	Fri 1/20/06	Fri 1/20/06	County
264	Recording Studio/In-House Recorder Returns Voice Files for Import into WinEDS	1 day	Mon 1/23/06	Mon 1/23/06	County
265	Import And Associate Voice Files into WinEDS DRE Module for Audio Voting Component	2 days	Tue 1/24/06	Wed 1/25/06	County/Sequoia
266	Create Cartridges w/Audio Files and Load on DRE Machine(s)	10 days	Thu 1/26/06	Wed 2/8/06	County
267	County Proofs Audio Files Audiotly on DRE Machine(s)	2 days	Thu 2/9/06	Fri 2/10/06	County
268	Make Any Necessary Changes to Audio Files in WinEDS DRE Module	1 day	Mon 2/13/06	Mon 2/13/06	County/Sequoia
269	Create and Load Final Cartridge(s) for Auditory Confirmation that Requested Changes Were	1 day	Tue 2/14/06	Tue 2/14/06	County
270	Enter Final Voter Registration #s into WinEDS Upon Close of Registration	1 day	Wed 2/15/06	Wed 2/15/06	County/Sequoia
271	Enter Any Alternate and/or State Codes into WinEDS for Reporting Needs	1 day	Thu 2/16/06	Thu 2/16/06	County/Sequoia
272	County Finalizes Precinct Machine Assignment in WinEDS	1 day	Fri 2/17/06	Fri 2/17/06	County
273	Scope Pollworker	60 days	Mon 9/12/05	Fri 11/18/05	
274	Develop Pollworker Training Curriculum and Materials	4 days	Mon 9/12/05	Thu 9/16/05	
275	County Completes Development Section of Pollworker Training Plan	3 days	Mon 9/12/05	Wed 9/14/05	County
276	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Thu 9/15/05	Thu 9/15/05	Sequoia
277	Develop Pollworker Video (if desired)	27 days	Tue 9/27/05	Wed 11/2/05	
278	County develops 1st Draft of Script	3 days	Tue 9/27/05	Thu 9/29/05	County
279	Sequoia Reviews and Comments on 1st Draft Script	1 day	Fri 9/30/05	Fri 9/30/05	Sequoia
280	County Produces 2nd Draft based on feedback	2 days	Mon 10/3/05	Tue 10/4/05	County
281	Sequoia reviews and comments on 2nd draft script	1 day	Wed 10/5/05	Wed 10/5/05	Sequoia
282	County finalizes script	2 days	Thu 10/6/05	Fri 10/7/05	County
283	County incorporates Filming Shots into Final Script	3 days	Mon 10/10/05	Wed 10/12/05	County
284	County Selects Filming Location and Cast	2 days	Thu 10/13/05	Fri 10/14/05	County
285	County and Video Production Company Shoot Video	2 days	Mon 10/17/05	Tue 10/18/05	County
286	Video Production Company Edits and Produces Video	10 days	Wed 10/19/05	Tue 11/1/05	County
287	Video Production Company Delivers Video to County	1 day	Wed 11/2/05	Wed 11/2/05	County
288	Train-The-Trainer (T3) Classes	20 days	Mon 10/24/05	Fri 11/18/05	

ID	Task Name	Duration	Start	Finish	Resource Names
289	Determine T3 Class Schedule	1 day	Mon 10/24/05	Mon 10/24/05	County/Sequoia
290	Send Schedule of Class Sessions to all Attendees	1 day	Tue 10/25/05	Tue 10/25/05	County/Sequoia
291	Prepare all Class Materials for T3 Classes	10 days	Wed 10/26/05	Tue 11/8/05	County/Sequoia
292	Prepare all Equipment Needed for T3 Classes	5 days	Wed 11/9/05	Tue 11/15/05	County/Sequoia
293	Conduct T3 Classes for Trainers and Training Assistants	2 days	Wed 11/16/05	Thu 11/17/05	Sequoia
294	County Attendees Sign-In on Training Component Completion Sheet	0 days	Thu 11/17/05	Thu 11/17/05	County
295	Facilitate County Dry-Run of Pollworker Training Class Using Training Assistants as Pollworkers	1 day	Fri 11/18/05	Fri 11/18/05	County/Sequoia
296	Scope: Cross Functional ED/EN Logistics	14 days	Tue 11/1/05	Fri 11/18/05	
297	Develop Election Day/Night Plan and Materials	14 days	Tue 11/1/05	Fri 11/18/05	
298	Distribute Election Day/Night Support Planning Document	1 day	Tue 11/1/05	Tue 11/1/05	Sequoia
299	Complete Development Section for Machine Tech Phone Bank	2 days	Wed 11/2/05	Thu 11/3/05	County
300	Complete Development Section for Warehouse Response	2 days	Fri 11/4/05	Mon 11/7/05	County
301	Complete Development Section for County Field Personnel	2 days	Tue 11/8/05	Wed 11/9/05	County
302	Complete Development Section for Sequoia Field Personnel	2 days	Thu 11/10/05	Fri 11/11/05	County
303	Complete Development Section for Return Centers	2 days	Mon 11/14/05	Tue 11/15/05	County
304	Complete Development Section for Tally Sites	2 days	Wed 11/16/05	Thu 11/17/05	County
305	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Fri 11/18/05	Fri 11/18/05	Sequoia
306	Scope: Warehouse	74 days	Mon 11/7/05	Thu 2/16/06	
307	DRE Equipment Training	2 days	Mon 11/7/05	Tue 11/8/05	
308	SVS conducts DRE Equipment Operations and Maintenance Training	2 days	Mon 11/7/05	Tue 11/8/05	Sequoia
309	County Attendees Sign-In on Training Component Completion Sheet for Acceptance Testing	0 days	Tue 11/8/05	Tue 11/8/05	County
310	Develop Acceptance Testing Plan	5 days	Mon 11/14/05	Fri 11/18/05	
311	Distribute Acceptance Testing Planning Document	1 day	Mon 11/14/05	Mon 11/14/05	Sequoia
312	Complete Acceptance Testing Planning Document	3 days	Tue 11/15/05	Thu 11/17/05	County/Sequoia
313	Make Necessary Adjustments to Project Schedule	1 day	Fri 11/18/05	Fri 11/18/05	Sequoia
314	DRE Machine Delivery and Acceptance Testing	65 days	Fri 11/18/05	Thu 2/16/06	
315	Notify Harvard of Loading Dock Specifications	1 day	Fri 11/18/05	Fri 11/18/05	County/Sequoia
316	Acceptance Testing Training - DRE	7 days	Wed 11/23/05	Thu 12/1/05	
317	Prepare equipment and all materials for Acceptance Testing and Training	5 days	Wed 11/23/05	Tue 11/29/05	County
318	Setup equipment and all materials for Acceptance Testing and Training	1 day	Wed 11/30/05	Wed 11/30/05	County
319	Conduct Acceptance Testing Training	1 day	Thu 12/1/05	Thu 12/1/05	Sequoia
320	County Attendees Sign-In on Training Component Completion Sheet for Acceptance Testing	0 days	Thu 12/1/05	Thu 12/1/05	County
321	Sequoia delivers 1st batch of DRE machines (500)	14 days	Thu 12/1/05	Tue 12/20/05	
322	DRE Machines Delivered	1 day	Thu 12/1/05	Thu 12/1/05	Sequoia
323	Update Equipment Delivery Schedule	0 days	Thu 12/1/05	Thu 12/1/05	Sequoia
324	County Completes DRE Machine Acceptance Testing Log for Each DRE Machine Test	10 days	Fri 12/2/05	Thu 12/15/05	County

ID	Task Name	Duration	Start	Finish	Resource Names
325	County Files DRE Machine Acceptance Testing Log for Each DRE Machine in Machine	0 days	Thu 12/15/05	Thu 12/15/05	County
326	County Completes Master DRE Machine Acceptance Testing Log and Acceptance Memo for Each Batch of DRE Machines Tested	2 days	Fri 12/16/05	Mon 12/19/05	County
327	County Gives SVS Completed Master DRE Machine Acceptance Testing Log and Acceptance Memo for Each Batch of DRE Machines Tested	1 day	Tue 12/20/05	Tue 12/20/05	County
328	Sequoia delivers Final batch of DRE machines (batches of 1000)	14 days	Mon 1/30/06	Thu 2/16/06	
329	DRE Machines Delivered	1 day	Mon 1/30/06	Mon 1/30/06	Sequoia
330	Update Equipment Delivery Schedule	0 days	Mon 1/30/06	Mon 1/30/06	Sequoia
331	County Completes DRE Machine Acceptance Testing Log for Each DRE Machine Tested	10 days	Tue 1/31/06	Mon 2/13/06	County
332	County Files DRE Machine Acceptance Testing Log for Each DRE Machine in Machine File Folders	0 days	Mon 2/13/06	Mon 2/13/06	County
333	County Completes Master DRE Machine Acceptance Testing Log and Acceptance Memo for Each Batch of DRE Machines Tested	2 days	Tue 2/14/06	Wed 2/15/06	County
334	County Gives SVS Completed Master DRE Machine Acceptance Testing Log and Acceptance Memo for Each Batch of DRE Machines Tested	1 day	Thu 2/16/06	Thu 2/16/06	County
335	Optech Machine Delivery and Acceptance Testing	54 days	Mon 11/21/05	Thu 2/2/06	
336	Optech Equipment Training	2 days	Mon 11/21/05	Tue 11/22/05	
337	SVS conducts Optech Equipment Operations and Maintenance Training	2 days	Mon 11/21/05	Tue 11/22/05	Sequoia
338	County Attendees Sign-In on Training Component Completion Sheet for Acceptance Testing	0 days	Tue 11/22/05	Tue 11/22/05	County
339	Acceptance Testing Training - Optech	6 days	Mon 12/12/05	Mon 12/19/05	
340	Prepare equipment and all materials for Acceptance Testing and Training	4 days	Mon 12/12/05	Thu 12/15/05	County
341	Setup equipment and all materials for Acceptance Testing and Training	1 day	Fri 12/16/05	Fri 12/16/05	County
342	Conduct Acceptance Testing Training	1 day	Mon 12/19/05	Mon 12/19/05	Sequoia
343	County Attendees Sign-In on Training Component Completion Sheet for Acceptance Testing	0 days	Mon 12/19/05	Mon 12/19/05	County
344	Sequoia delivers 1st batch of Optech machines (500)	9 days	Mon 12/19/05	Thu 12/29/05	
345	Optech Machines Delivered	1 day	Mon 12/19/05	Mon 12/19/05	Sequoia
346	Update Equipment Delivery Schedule	0 days	Mon 12/19/05	Mon 12/19/05	Sequoia
347	County Conducts Acceptance Testing on Optech Machines	5 days	Tue 12/20/05	Mon 12/26/05	County
348	County Files Optech Machine Acceptance Testing Log for Each Optech Machine in Machine File Folders	0 days	Mon 12/26/05	Mon 12/26/05	County
349	County Completes Master Optech Machine Acceptance Testing Log and Acceptance Memo for Each Batch of Optech Machines Tested	2 days	Tue 12/27/05	Wed 12/28/05	County
350	County Gives Sequoia Completed Master Optech Machine Acceptance Testing Log and Acceptance Memo for Each Batch of Optech Machines Tested	1 day	Thu 12/29/05	Thu 12/29/05	County
351	Sequoia delivers Final batch of Optech machines (batches of 1000)	9 days	Mon 1/23/06	Thu 2/2/06	
352	Optech Machines Delivered	1 day	Mon 1/23/06	Mon 1/23/06	Sequoia
353	Update Equipment Delivery Schedule	0 days	Mon 1/23/06	Mon 1/23/06	Sequoia
354	County Conducts Acceptance Testing on Optech Machines	5 days	Tue 1/24/06	Mon 1/30/06	County
355	County Files Optech Machine Acceptance Testing Log for Each Optech Machine in Machine File Folders	0 days	Mon 1/30/06	Mon 1/30/06	County
356	County Completes Master Optech Machine Acceptance Testing Log and Acceptance Memo for Each Batch of Optech Machines Tested	2 days	Tue 1/31/06	Wed 2/1/06	County

ID	Task Name	Duration	Start	Finish	Resource Names
357	County Gives Sequoia Completed Master Optech Machine Acceptance Testing Log and Acceptance Memo for Each Batch of Optech Machines Tested	1 day	Thu 2/2/06	Thu 2/2/06	County
358	Ancillary Equipment Delivery	11 days	Wed 2/1/06	Wed 2/15/06	Sequoia
359	Sequoia Delivers Ancillary Equipment as Noted on Equipment Delivery Schedule	1 day	Wed 2/1/06	Wed 2/1/06	Sequoia
360	Sequoia Updates Delivery Schedule After Each Delivery	0 days	Wed 2/1/06	Wed 2/1/06	Sequoia
361	County Conducts Acceptance Testing and Acceptance Testing Forms on Applicable Ancillary	10 days	Thu 2/2/06	Wed 2/15/06	County
362	Determine Machine Assignment	7 days	Wed 2/1/06	Thu 2/9/06	
363	County Uses Formula to Approximate # of Machines at Each Precinct	1 day	Wed 2/1/06	Wed 2/1/06	County
364	County Determines if Assignment Will be Consecutive Numerical or Other	2 days	Thu 2/2/06	Fri 2/3/06	County
365	County Determines whether Assignment Will be by Individual Machine or by Cart	2 days	Mon 2/6/06	Tue 2/7/06	County
366	County Determines Orientation (Horizontal/Vertical) of Machines on Truck and Upon Delivery at Polling Places Communicate Decision to Pollworker Training Team	2 days	Wed 2/8/06	Thu 2/9/06	County
367	PHASE IV: IMPLEMENTATION/ROLL-OUT	165 days	Mon 10/3/05	Fri 5/19/06	
368	Scope: Voter Outreach	165 days	Mon 10/3/05	Fri 5/19/06	
369	County Completes Implementation Section of Voter Outreach Plan Document	3 days	Mon 10/3/05	Wed 10/5/05	County
370	Make Necessary Adjustments to Project Schedule	1 day	Thu 10/6/05	Thu 10/6/05	Sequoia
371	County begins mailings conducting demos, etc.	161 days	Fri 10/7/05	Fri 5/19/06	County
372	Receive voter activation cards	1 day	Mon 11/28/05	Mon 11/28/05	Sequoia
373	Scope: IT	93 days	Thu 10/27/05	Mon 3/6/06	
374	WinEDS Training	2 days	Thu 10/27/05	Fri 10/28/05	
375	Sequoia Conducts WinEDS I System Training - Tally Support	2 days	Thu 10/27/05	Fri 10/28/05	Sequoia
376	County Attendees Sign-In on Training Component Completion Sheet	0 days	Fri 10/28/05	Fri 10/28/05	County
377	Finalize Central/Remote Tally Network Configuration Plan	4 days	Mon 11/14/05	Thu 11/17/05	
378	County Completes Finalization Section of IT Plan Document	3 days	Mon 11/14/05	Wed 11/16/05	County
379	Make Necessary Adjustments to Baseline MS Project Schedule	1 day	Thu 11/17/05	Thu 11/17/05	Sequoia
380	Setup Central/Remote Tally Network Configuration Plan	2 days	Mon 11/28/05	Tue 11/29/05	
381	Complete Setup Section of IT Plan Document	1 day	Mon 11/28/05	Mon 11/28/05	County/Sequoia
382	Incorporate County changes/feedback into Baseline MS Project Schedule	1 day	Tue 11/29/05	Tue 11/29/05	Sequoia
383	Tally Stress Test	7 days	Mon 12/5/05	Tue 12/13/05	
384	Develop Test Plan to Stress Tally Function at all Tally Sites	3 days	Mon 12/5/05	Wed 12/7/05	County/Sequoia
385	Order any Needed Equipment/Materials for Tally Stress Test	1 day	Thu 12/8/05	Thu 12/8/05	County/Sequoia
386	Schedule Test Date and Respective Support Personnel	1 day	Thu 12/8/05	Thu 12/8/05	County/Sequoia
387	Install additional equipment	1 day	Mon 12/12/05	Mon 12/12/05	County/Sequoia
388	Conduct Tally Stress Test	1 day	Tue 12/13/05	Tue 12/13/05	County/Sequoia
389	Public Logic and Accuracy Test	10 days	Mon 2/13/06	Fri 2/24/06	
390	DRE Component Preparation	5 days	Mon 2/13/06	Fri 2/17/06	
391	County Selects Machines to be Public Tested and Sets Them Aside	1 day	Mon 2/13/06	Mon 2/13/06	County

ID	Task Name	Duration	Start	Finish	Resource Names
392	County Determines Vote Test Pattern for Vote Sim Cartridges	2 days	Tue 2/14/06	Wed 2/15/06	County
393	Determine Test Pattern for Manual Votes and Document (if necessary)	1 day	Thu 2/16/06	Thu 2/16/06	County
394	County Creates Results Cartridges	1 day	Fri 2/17/06	Fri 2/17/06	County
395	County Creates Audit Trail Cartridges	0 days	Fri 2/17/06	Fri 2/17/06	County
396	County Creates Vote Sim Cartridges for Public Test	0 days	Fri 2/17/06	Fri 2/17/06	County
397	Optech Component Preparation	4 days	Tue 2/14/06	Fri 2/17/06	
398	Confirm Use of Optech Vote Pattern Test Deck Determined Earlier in Election Creation	1 day	Tue 2/14/06	Tue 2/14/06	County
399	County Creates Optech test Deck, if Not Already Completed	2 days	Wed 2/15/06	Thu 2/16/06	County
400	Load Optech Equipment with WinEDS Export Data or EMS Files	1 day	Fri 2/17/06	Fri 2/17/06	County/Sequoia
401	Overall Preparation	5 days	Mon 2/20/06	Fri 2/24/06	
402	County Creates Documents for Public Test Outlining Vote Test Patterns for DRE and Optech Components and Combined Predetermined Results	1 day	Mon 2/20/06	Mon 2/20/06	County
403	County Sets-Up Materials for Public Test (machine seals, storage cases and seals for storing public test cartridges/results tapes/documents as applicable)	1 day	Tue 2/21/06	Tue 2/21/06	County
404	Physically Set-Up Machines for Public Test	1 day	Wed 2/22/06	Wed 2/22/06	County
405	Perform Dry-Run of Public Test	0 days	Wed 2/22/06	Wed 2/22/06	County/Sequoia
406	Perform Pre-Lat (Sequoia provides onsite support)	1 day	Thu 2/23/06	Thu 2/23/06	County
407	Stage/Deliver Publicly Tested Machine Accordingly (Involves warehouse)	1 day	Fri 2/24/06	Fri 2/24/06	County
408	Cartridge Creation	14 days	Wed 2/15/06	Mon 3/6/06	
409	County Runs Labels in WinEDS for Labeling Cartridges (decide on other data to appear on c	1 day	Wed 2/15/06	Wed 2/15/06	County
410	Label Cartridges	1 day	Thu 2/16/06	Thu 2/16/06	County
411	Determine Order for Burning Cartridge	1 day	Fri 2/17/06	Fri 2/17/06	County
412	Finalize Delivery Plan for Machine Preparation and Staging Scheduling	1 day	Mon 2/20/06	Mon 2/20/06	County
413	Begin Burning Cartridges	10 days	Tue 2/21/06	Mon 3/6/06	County
414	Create Vote Sim Cartridges	0 days	Tue 2/21/06	Tue 2/21/06	County
415	Scope: Pollworker	75 days	Mon 11/28/05	Fri 3/10/06	
416	Complete Setup Section of Pollworker Training Plan Document	5 days	Mon 11/28/05	Fri 12/2/05	County
417	County conducts Pollworker Training	60 days	Mon 12/5/05	Fri 2/24/06	County
418	County conducts refresher courses or open house (if applicable)	10 days	Mon 2/27/06	Fri 3/10/06	County
419	Scope: Warehouse	25 days	Mon 2/13/06	Fri 3/17/06	
420	Pre-LAT	20 days	Mon 2/13/06	Fri 3/10/06	
421	Distribute Pre-LAT Planning Document	1 day	Mon 2/13/06	Mon 2/13/06	Sequoia
422	County Completes Pre-LAT Document	3 days	Tue 2/14/06	Thu 2/16/06	County
423	SVS Conducts Pre-LAT Training	1 day	Fri 2/17/06	Fri 2/17/06	Sequoia
424	County Attendees Sign-In on Training Component Completion Sheet	0 days	Fri 2/17/06	Fri 2/17/06	County
425	County Conducts Pre-LAT	15 days	Mon 2/20/06	Fri 3/10/06	County

ID	Task Name	Duration	Start	Finish	Resource Names
426	Card Activator Preparation	13 days	Wed 2/15/06	Fri 3/3/06	
427	Run Selection Code Report from WinEDS	1 day	Wed 2/15/06	Wed 2/15/06	County/Sequoia
428	County Prepares Card Activator Label Inserts as per Selection Code Report	1 day	Thu 2/16/06	Thu 2/16/06	County
429	Create Cartridges for Programming Card Activators	1 day	Fri 2/17/06	Fri 2/17/06	County
430	Place Label Inserts into Card Activators	1 day	Mon 2/20/06	Mon 2/20/06	County
431	Program Card Activator and Verify that Each Selection Code Brings up Correct Selection Code Wording on Card Activator LCD Readout	7 days	Tue 2/21/06	Wed 3/1/06	County
432	Test Card Activator Ballot Activation by Programming a Card for Each selection Code on Each Card Activator, Placing Card in an Edge and Ensuring it Brings Up Correct Ballot on Edge (test min 1 card activator per ballot style)	0 days	Wed 3/1/06	Wed 3/1/06	County
433	Label Card Activator Bag for Precincts	1 day	Thu 3/2/06	Thu 3/2/06	County
434	Stage Card Activators for Delivery by Drayage Company or by Distribution Directly to Pollworkers	1 day	Fri 3/3/06	Fri 3/3/06	County
435	DRE Machine and Election Equipment Delivery	10 days	Mon 3/6/06	Fri 3/17/06	
436	County Drayage Company Picks up Edges and Other Supplies to Begin Delivery	10 days	Mon 3/6/06	Fri 3/17/06	County
437	Deliver Card Activators through Drayage Company or Direct Distribution to Pollworkers	0 days	Fri 3/17/06	Fri 3/17/06	County
438	Scope: Cross-Functional	46 days	Mon 1/18/06	Mon 3/20/06	
439	Finalize Election Day/Night Support Plan	22 days	Mon 1/18/06	Tue 2/14/06	
440	Complete Finalization Section of Election Day/Night Support Planning Document for Machine	3 days	Mon 1/18/06	Wed 1/18/06	County/Sequoia
441	Complete Finalization Section of Election Day/Night Support Planning Document for Warehouse	3 days	Thu 1/19/06	Mon 1/23/06	County/Sequoia
442	Complete Finalization Section of Election Day/Night Support Planning Document for Warehouse	3 days	Tue 1/24/06	Thu 1/26/06	County/Sequoia
443	Complete Finalization Section of Election Day/Night Support Planning Document for County	3 days	Fri 1/27/06	Tue 1/31/06	County/Sequoia
444	Complete Finalization section of Election Day/Night Support Planning Document for SVS Field	3 days	Wed 2/1/06	Fri 2/3/06	County/Sequoia
445	Complete Finalization Section of Election Day/Night Support Planning Document for Return Center	3 days	Mon 2/6/06	Wed 2/8/06	County/Sequoia
446	Complete Finalization Section of Election Day/Night Support Planning Document for Tally Site	3 days	Thu 2/9/06	Mon 2/13/06	County/Sequoia
447	Incorporate County changes/feedback into Baseline MS Project Schedule	1 day	Tue 2/14/06	Tue 2/14/06	Sequoia
448	Set-Up Election Day/Night Support Plan	6 days	Mon 3/13/06	Mon 3/20/06	
449	Complete Set-up Section of Election Day/Night Support Planning Document for Machine Test	1 day	Mon 3/13/06	Mon 3/13/06	County
450	Complete Set-up Section of Election Day/Night Support Planning Document for Warehouse	1 day	Tue 3/14/06	Tue 3/14/06	County
451	Complete Set-up Section of Election Day/Night Support Planning Document for County Field	1 day	Wed 3/15/06	Wed 3/15/06	County
452	Complete Set-up Section of Election Day/Night Support Planning Document for SVS Field	1 day	Thu 3/16/06	Thu 3/16/06	County
453	Complete Set-up Section of Election Day/Night Support Planning Document for Return Center	1 day	Fri 3/17/06	Fri 3/17/06	County
454	Complete Set-up Section of Election Day/Night Support Planning Document for Tally Sites	1 day	Mon 3/20/06	Mon 3/20/06	County
455	Election Night Dry-Run	6 days	Mon 3/13/06	Mon 3/20/06	
456	Determine Personnel to Participate in Dry-Run at Each Return Center and Tally Site	2 days	Mon 3/13/06	Tue 3/14/06	County/Sequoia
457	Determine Dry-Run schedule	1 day	Wed 3/15/06	Wed 3/15/06	County/Sequoia
458	Distribute Dry-run schedule	1 day	Thu 3/16/06	Thu 3/16/06	County/Sequoia

ID	Task Name	Duration	Start	Finish	Resource Names
459	County Physically Sets-Up Return Center and Tally Site Areas as They Will be Set-Up on Election Night w/Copies of all Procedures and Forms	1 day	Fri 3/17/06	Fri 3/17/06	County
460	Conduct Walk Through of Election Night Logistics with Area Supervisors	1 day	Mon 3/20/06	Mon 3/20/06	County/Sequoia
461	County and Sequoia Conduct EN Dry-Run Including all Boards for Return Centers and Tally	0 days	Mon 3/20/06	Mon 3/20/06	County/Sequoia
462	Post Election	28 days	Wed 3/22/06	Fri 4/28/06	
463	Final Tally & Certification	10 days	Wed 3/22/06	Tue 4/4/06	
464	Provide Final Tally and Certification Checklist	1 day	Wed 3/22/06	Wed 3/22/06	County/Sequoia
465	County Cleans Up White-Ins/Provisionals	3 days	Thu 3/23/06	Mon 3/27/06	County
466	Run Post-Election Reports and Validate Results	3 days	Tue 3/28/06	Thu 3/30/06	County/Sequoia
467	County Certifies Results	3 days	Fri 3/31/06	Tue 4/4/06	County
468	Post Election Debriefing Meeting	6 days	Mon 3/27/06	Mon 4/3/06	
469	Provide Post-Election Checklist	1 day	Mon 3/27/06	Mon 3/27/06	Sequoia
470	Document Lessons Learned and Areas for Improvement	1 day	Tue 3/28/06	Tue 3/28/06	Sequoia
471	County Organizes Machine Problem List and Provides to Sequoia	3 days	Wed 3/29/06	Fri 3/31/06	County
472	Discuss Pending Project Training	1 day	Mon 4/3/06	Mon 4/3/06	County/Sequoia
473	Post Election Training	5 days	Mon 4/24/06	Fri 4/28/06	
474	Conduct Any Post Election Training	5 days	Mon 4/24/06	Fri 4/28/06	Sequoia
475	County Attendees Sign-In on Training Component Completion Sheet	0 days	Fri 4/28/06	Fri 4/28/06	County
476	PHASE V: PROJECT CLOSEOUT	5 days	Mon 12/4/06	Fri 12/8/06	
477	Conduct Project Close-Out Meeting	5 days	Mon 12/4/06	Fri 12/8/06	
478	Introduce Account Manager	1 day	Mon 12/4/06	Mon 12/4/06	Sequoia
479	Distribute and Discuss SVS Machine Issue Report	0 days	Mon 12/4/06	Mon 12/4/06	Sequoia
480	Deliver Applicable SVS Warranty Support Plan and Warranty Documents	1 day	Tue 12/5/06	Tue 12/5/06	Sequoia
481	Deliver SVS Parts List	0 days	Tue 12/5/06	Tue 12/5/06	Sequoia
482	Complete Final Documentation Set (C/D)	1 day	Wed 12/6/06	Wed 12/6/06	Sequoia
483	Submit Final Project Close-out Sign-off Sheet with Final Invoice	1 day	Thu 12/7/06	Thu 12/7/06	Sequoia
484	County Signs-off on Project	1 day	Fri 12/8/06	Fri 12/8/06	County

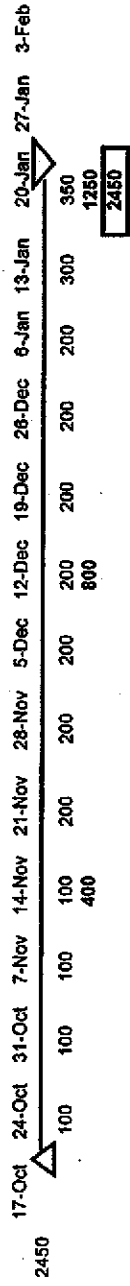
EXHIBIT D

Schedule D

Insights

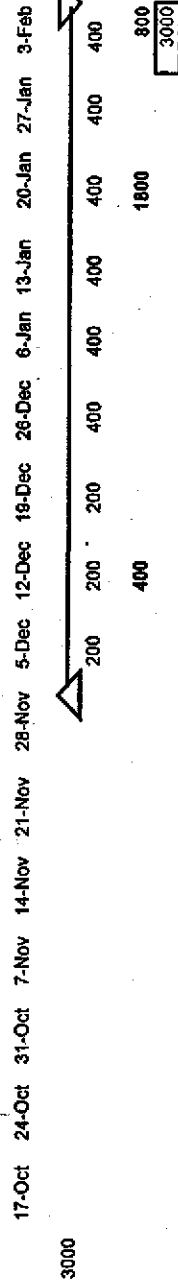
Insight Units

Delivery Schedule



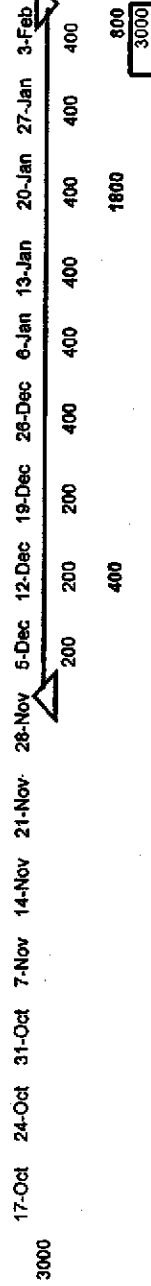
Edge

Edge Units



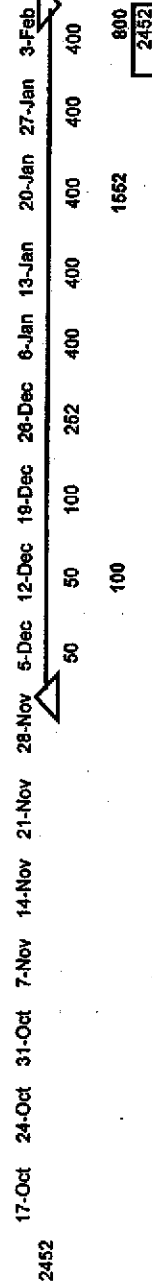
Audio Units

Audio Units



Card Activators

Card Activators



Jan 15

EXHIBIT E

Schedule E**Payment Schedule**

	%		Invoice Date	Payment Due Date
First Payment	40%	\$9,501,852	Forty percent (40%) of total contract price due on the successful certification of the Edge product as customized for Cook County in accordance with the contract.	
Second Payment	10%	\$2,375,463	15-Nov-05	15-Dec-05
Third Payment	10%	\$2,375,463	30-Nov-05	31-Dec-05
Fourth Payment	10%	\$2,375,463	15-Dec-05	15-Jan-06
Fifth Payment	10%	\$2,375,463	30-Dec-05	31-Jan-06
Sixth Payment	10%	\$2,375,463	15-Jan-06	15-Feb-06
Final Payment	10%	\$2,375,463	Invoiced upon final acceptance	
	<u>100%</u>	<u>\$23,754,630</u>		

gub

EXHIBIT F1

Schedule F1 Equipment & Price List

Vendor Price Sheet - Total for Cook County

Vendor Name

Sequola Voting System, Inc.

Cost Model Pricing

Description	Quantity	Unit Price	Total Price	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Total
				Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		
Precinct components																									
Voting Device* AVC Edge Touch Screen Voting Unit with VeriVote	3,000	\$ 2,400.00	\$ 7,200,000.00	\$0.00			\$0.00			\$100.00			\$103.00			\$110.00			\$125.00			\$125.00			\$63.00
Inflight Precinct Optical Scan Unit without Modem or internal																									
Battery	2,650	\$3,843.00	\$10,183,950.00	\$0.00			\$0.00			\$100.00			\$105.00			\$110.00			\$125.00			\$125.00			\$565.00
Memory devices Additional Results Cartridges (1 included with each Edge)	25	\$100.00	\$2,500.00	\$0.00			\$0.00			\$1.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Smart																									
Cards/Unitation																									
Device Card Activator (1 per precinct + 50 for early voting)	2,452	\$525.00	\$1,287,300.00	\$0.00			\$0.00			\$310.00			\$32.00			\$40.00			\$45.00			\$45.00			\$195.00
Visually impaired																									
accessories Audio Keypad & Headset Kit (1 per machine)	3,000	\$240.00	\$720,000.00	\$0.00			\$0.00			\$10.00			\$10.00			\$10.00			\$15.00			\$15.00			\$53.00
Battery(ies) Internal Battery Packs	25	\$110.00	\$2,750.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$3.00
Back up Battery(ies) UPS External Battery Packs	50	\$250.00	\$12,500.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Telecommunications																									
Vote Cards (5 per Card Activator)	0	\$0.00	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Vote Simulation Cartridges	12,260	\$3.00	\$36,780.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Cartridge Trays (holds 63 Cartridges)	50	\$100.00	\$5,000.00	\$1.00			\$0.00			\$7.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
2 foot Red Warehouse Power Cords (1 per Edge)	44	\$60.00	\$2,640.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
	3,000	\$2.00	\$6,000.00	\$0.00			\$0.00			\$1.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Total Precinct Cost			\$ 19,489,430.00																						\$ 1,285.00

Description	Quantity	Unit Price	Total Price	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Total
				Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		Maintenance	Per Unit		
Central office hardware components																									
Cluster Server - Includes rack, tape drive, backup software, RAID controller and UPS (Does not include infrastructure for precinct transmission)	2	\$ 33,000.00	\$66,000.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$7.00
Desktops	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$3.00
Laptops	20	\$ 2,000.00	\$40,000.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Printers	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Memory/Cartridge																									
Readers	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Modems	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Routers	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Power supply	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Switches	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Absentee ballot																									
800-C High Speed Absentee Ballot Tabulator	2	\$ 85,000.00	\$170,000.00	\$0.00			\$6,000.00			\$6,000.00			\$7,000.00			\$7,000.00			\$8,000.00			\$8,000.00			\$42,000.00
Other (specify)	0	\$	\$0.00	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
Total Hardware Cost			\$ 376,000.00																						\$42,000.00

JAB
8-12

Description	Quantity	Unit Price	Total Price	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Total
				Maintenance Per Unit	Per Unit	Maintenance Per Unit	Per Unit	Maintenance Per Unit	Per Unit	Maintenance Per Unit	Per Unit	Maintenance Per Unit	Per Unit	Extended Warranty	Per Unit	Extended Warranty	Per Unit	
Central office software components																		
Ballot tabulation management system WinEDS Election Management System	1	\$ 250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.40	\$2.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
License fees WinEDS License Fee Mandatory	0	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Programming	0	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Upgrades	0	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	0	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Software Cost			\$250,000.00															\$250,000.00

Expenses	Description	Quantity	Unit Price	Total Price
Delivery	AVC Edge Touch Screen Voting Unit with VeriVote	3,000	\$26.00	\$78,000.00
	Insight Precinct Optical Scan Unit without Modem or internal			
	Battery	2,650	\$100.00	\$265,000.00
	400 C High Speed Absence By-Per Tibulators	2	\$1,000.00	\$2,000.00
Installation	Installation	1	\$815,000.00	\$815,000.00
Insurance	Insurance	0	\$0.00	\$0.00
Testing	Conducting Acceptance Testing	1	\$100,000.00	\$100,000.00
Other (specify)		0	\$0.00	\$0.00
Total Expenses				\$1,250,000.00

Expenses	Description	Quantity	Unit Price	Total Price
Training	Staff training	1	\$50,000.00	\$50,000.00
	Election judge training	1	\$50,000.00	\$50,000.00
	Voter education	1	\$25,000.00	\$25,000.00
Community outreach	Community outreach	1	\$25,000.00	\$25,000.00
Other (specify)		0	\$0.00	\$0.00
Total Expenses				\$150,000.00

TOTAL SYSTEM COST \$21,425,420.00

Maintenance & License Fees \$2,319,210.00

Total \$23,744,630.00

Labor hourly rates (for items not covered in above items)

Service Technician	\$	125.00
Product Specialist	\$	175.00
Senior Product Specialist	\$	225.00
Product Managers & Developers	\$	275.00
Emergency On Site Support	\$	300.00

OPTIONS:

	Description
Electronic Poll Book Software License	
License Fees	Pooling Book License Fee \$0.10 per Registered Voter per Election
	Does not include System Integration
	Does not include System Hardware

EXHIBIT F2

Schedule F2 Equipment & Price List

Vendor Price Sheet - Total for Cook County

Vendor Name

Sequoia Voting System, Inc.

Cost Model Pricing

Description	Quantity	Unit Price	Total Price	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Total
				Maintenance Per Unit	Unit	Maintenance Per Unit	Unit	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	
Precinct Components																		
Voting Device* A/V C Edge Touch Screen Voting Unit with VeriVote	3,000	\$ 2,000	\$ 7,200,000.00	\$0.00		\$0.00		\$100.00		\$105.00		\$110.00		\$125.00		\$125.00		\$-65.00
Voting Device* Inlight Precinct Optical Scan Unit without Modem or internal	2,450	\$3,843.00	\$9,415,350.00	\$0.00		\$0.00		\$100.00		\$105.00		\$110.00		\$125.00		\$125.00		\$565.00
Battery Memory pack Readers/Programmers (MPRs) for programming	7	\$4,200.00	\$29,400.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Memory devices Additional Results Cartridges (1 included with each Edge)	100	\$1,000.00	\$1,000,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Smart Cards/Initiation																		
Device Card Activator (1 per precinct + 50 for early voting)	2,452	\$525.00	\$1,287,300.00	\$0.00		\$0.00		\$20.00		\$35.00		\$40.00		\$45.00		\$45.00		\$195.00
Visually impaired accessories Audio Keypad & Headset Kit (1 per machine)	3,000	\$250.00	\$750,000.00	\$0.00		\$0.00		\$10.00		\$10.00		\$10.00		\$15.00		\$15.00		\$60.00
Battery (tes) Internal Battery Packs	25	\$110.00	\$2,750.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Back up Battery (tes) UPS-External Battery Packs	50	\$250.00	\$12,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Telecommunications	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Voter Cards (5 per Card Activator)	25,000	\$3.00	\$75,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Voter Simulation Cartridges	100	\$1,000.00	\$1,000,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Cartridge Trays (holds 60 Cartridges)	44	\$2,000.00	\$88,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2 foot Red Warehouse Power Cords (1 per Edge)	3,000	\$2.00	\$6,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total Precinct Cost			\$ 18,004,440.00															\$ 1,385.00

Description	Quantity	Unit Price	Total Price	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Total
				Maintenance Per Unit	Unit	Maintenance Per Unit	Unit	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	Extended Warranty	Warranty	
Central office hardware components																		
Cluster Server - Includes rack, tape drive, backup software, RAID controller and UPS (Does not include infrastructure for precinct transmission)	2	\$ 33,000.00	\$66,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Desktops	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Laptops	20	\$2,000.00	\$40,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Printers	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Memory/Cartridge																		
Readers	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Modems	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Routers	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Power supply	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Switches	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Absentee ballot																		
400-C High Speed Absentee Ballot Tabulator	1	\$85,000.00	\$85,000.00	\$0.00		\$6,000.00		\$6,000.00		\$7,000.00		\$7,000.00		\$8,000.00		\$8,000.00		\$42,000.00
1st Station (per precinct)	0	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total Hardware Cost			\$ 191,000.00															\$42,000.00

Description	Quantity	Unit Price	Total Price	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Total
				Maintenance Per Unit	Unit	Maintenance Per Unit	Unit	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	Extended Warranty	
Central office software components																		
Ballot tabulation management system	1	\$ 250,000.00	\$250,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
License fees	0	\$	\$0.00	\$0.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$75,000.00		\$450,000.00
Programing	0	\$	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Upgrades	0	\$	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Other (specify)	0	\$	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total Software			\$250,000.00															\$450,000.00
Cost																		

Description	Quantity	Unit Price	Total Price
Expenditures			
Delivery			
AVC Edge Touch Screen Voting Unit with VeriVote	3,000	\$26.00	\$78,000.00
Inlight Precinct Optical Scan Unit without Modem or internal			
Battery	2,450	\$100.00	\$245,000.00
400 C High Speed Absenex Ballot Tabulators	1	\$1,000.00	\$1,000.00
Installation	1	\$815,000.00	\$815,000.00
Insurance	0	\$0.00	\$0.00
Testing	1	\$100,000.00	\$100,000.00
Conducting Acceptance Testing			
Other (specify)	0	\$0.00	\$0.00
Total Expenditures			\$1,239,000.00

Description	Quantity	Unit Price	Total Price
Training			
Staff training	1	\$50,000.00	\$50,000.00
Election judge			
training	1	\$50,000.00	\$50,000.00
Voter education	1	\$25,000.00	\$25,000.00
Community outreach			
Community outreach	1	\$25,000.00	\$25,000.00
Other (specify)	0	\$0.00	\$0.00
Total Expenses			\$150,000.00

**TOTAL SYSTEM
COST before Adj.**

\$20,634,400.00

Maintenance & License Fees

\$81,000.00

Additions

Voting Device*			
Digital Display Unit for Inlight Precinct Optical Scan Unit	2,450	\$90.00	\$220,500.00
without Modem or internal Battery			
Test Ballots 400C	150,000	\$0.50	\$75,000.00
M & A Control System			
VSC	2,500	\$1,000.00	\$2,500,000.00
Total			\$23,754,630.00

Insight Box Trade In Allowance

2,450

(\$200.00)

(\$490,000.00)

Labor hourly rates (for items not covered in above items) (Excluding Travel Costs)

Service Technician	\$	125.00
Product Specialist	\$	175.00
Senior Product Specialist	\$	225.00
Product Managers & Developers	\$	175.00
Emergency On Site Support	\$	300.00

OPTIONS:

Description	
Electronic Poll Book Software License	
License fees	
Pooling Book License Fee \$0.10 per Registered Voter per Election	
Does not include System Integration	
Does not include System Hardware	

EXHIBIT G

Exhibit G

This Equipment Maintenance Services Schedule is attached to and made a part of that certain Contract (the "Agreement") between Sequoia Voting Systems, Inc. ("Sequoia") and County of Cook, Illinois, a body politic and corporate through its Cook County Board of Commissioners on behalf of its Cook County Clerk, with principal offices located at 69 West Washington Street, Fifth Floor, Chicago, Illinois 60603 ("County") dated July 12, 2005. Except as expressly set forth on this Exhibit G, this Exhibit G is subject to, and governed by, the terms of the Agreement. All capitalized terms not defined in this Exhibit G shall have the meaning given in the Agreement.

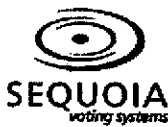
Section 1: Description of Equipment

The equipment described in Exhibit F to the Agreement (the "Equipment") shall, subject to the terms below, be covered by this Exhibit G for the period set forth in the Agreement (the "Term").

Section 2: Description of Additional Services

In consideration of payment by County of the Price (as defined below), Sequoia shall provide the following services during the Term (the "Additional Services"):

- A. Inspections: During the Term, Sequoia will provide one (1) preventative maintenance inspection of the Equipment per year by Sequoia technicians at a mutually decided time, date and location. If during this inspection Sequoia's technicians determine that any Equipment part or component is defective or in need of replacement, Sequoia's technicians shall replace the same.
- B. Replacement Parts: If any component of the Equipment fails during the Term, and Sequoia determines that such failure has occurred during normal use and not by reason of any of the causes described in Section 4A of this Exhibit G, Sequoia shall supply to County replacement components for such components as are found to be defective or in need of repair as determined by Sequoia in accordance with this Section 2B without charge. Removal and replacement of the defective components shall be done by County at County's sole expense. Defective components shall be returned to Sequoia at Sequoia's expense by the County in accordance with Sequoia's instructions upon receipt by County from Sequoia of a Return Material Authorization Number (a "RMA") and shipping instructions. Defective components returned in accordance with the procedures in this paragraph 2 will be replaced or repaired, at Sequoia's sole option, and returned to the County via United Parcel Service. Sequoia shall use reasonable efforts to return the Equipment within thirty (30) days of receipt by Sequoia and, where practical, at least fourteen (14) days prior to a scheduled election. Special handling on expedited shipments shall be at the County's expense. Should County request a Sequoia technician to travel to the location of the Equipment in order to install the repaired/replaced component on-site and Sequoia agrees to perform same, County shall be charged (i) Sequoia's current hourly rate for technical services with a minimum of eight hours; and (ii) out of pocket expenses, including, but not limited to travel costs.



- C. Telephone Support: Sequoia will provide telephone support pursuant to which Sequoia representatives will answer questions concerning use and repair of the Equipment and shall provide RMAs and shipping instructions. Such telephone support shall be available during Sequoia's normal business days (excluding weekends and holidays) between 8:00 a.m. and 5:00 p.m. Eastern Time.
- D. Training: Sequoia will waive tuition payments required for its normally scheduled training classes for employees of the County upon proof, satisfactory to Sequoia, of said employment status.
- E. Software Upgrades: Sequoia shall provide to the County upgrades to the Software which may be made generally available to Sequoia's customers from time to time. Such upgrades may be supplied by Sequoia to the County at no product cost to the County (exclusive of shipping or transport costs), unless additional or new program or configuration chips are necessary, in which case the County shall purchase such chips at Sequoia's list price for such chips then in effect. All upgrades shall be installed by the County at the County's expense.
- F. Firmware Upgrades: All Firmware upgrades which may be made generally available to Sequoia's customers will be supplied by Sequoia to the County at no product cost (exclusive of shipping or transport costs) to the County. These upgrades will be installed by the County at the County's expense.

Section 3. Price and Payment

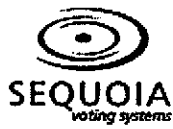
In consideration of the above services, the County shall pay Sequoia the sum set forth in Exhibit E Payment Schedule (the "Price") which shall be payable in advance and shall be due within thirty (30) days of invoice date. Should the County fail to timely pay the Price or other charges to be paid by County under this Exhibit G, Sequoia may, at its option, in addition to its other rights under the Agreement or otherwise, discontinue the Additional Services.

Section 4. Limitations

- A. This Agreement does not require Sequoia to replace:
 - i. paper, seals, batteries, or other consumable parts or supplies;
 - ii. products, components or parts which have been repaired or altered by persons other than those expressly approved in writing by Sequoia;
 - iii. products, components or parts from which the serial numbers have been removed, defaced or changed;
 - iv. products, components or parts damaged as a result of accident, disaster, theft, vandalism, neglect, abuse, use of any product for a purpose other than the purpose for which it is designed or use not in accordance with instructions furnished by Sequoia;
 - v. products, components or parts which have been subjected to physical, mechanical or electrical stress or alteration or any conversion by persons other than those expressly approved in writing by Sequoia;
 - vi. products, components or parts used by any person other than County's employees or persons under County's direct supervision;



- vii. Equipment that in Sequoia's reasonable opinion cannot be repaired to a maintainable condition.
- B. In addition to the annual preventative maintenance inspection provided under this Exhibit G, Sequoia reserves the right to inspect all items of Equipment that have not been continuously covered in this Exhibit G and which will be subject to the provisions of this Exhibit G. County shall pay Sequoia at Sequoia's then standard rates for such inspection. In the event Sequoia determines that any item of Equipment is in need of repair or replacement, Sequoia may, at Sequoia's discretion, exclude that item of Equipment from this Exhibit G and decline to provide Additional Services with respect to such items of Equipment. If County so requests, Sequoia may repair or replace the item of Equipment in question at Sequoia's then current Prices and charges, in which case the repaired or replaced item of Equipment will become eligible for coverage under this Exhibit G.
- C. Sequoia reserves the right to discontinue this Exhibit G as to any item of Equipment for any of the following reasons:
- i. The item of Equipment is not being used in accordance with its intended purposes;
 - ii. Sequoia determines that the item of Equipment is being abused or misused; or
 - iii. The item of Equipment requires repair or replacement, and County has failed to authorize such repair or replacement after notification by Sequoia of the need for the same.
- D. Sequoia, at its sole option, may use either new or reconditioned replacement parts. Reconditioned parts shall have the same functionality and performance as new parts.



Attachment I

Extended Maintenance Coverage

Equipment

Serial Numbers

Purchase Date

_____ - _____

EXHIBIT H

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into and effective as of the _____ day of _____, 2005, by and among **SEQUOIA VOTING SYSTEMS, INC.**, a Delaware corporation with principal offices located at 7677 Oakport Street, Oakland, California 94621 ("Licensor"), County of Cook, Illinois, a body politic and corporate through its Cook County Board of Commissioners on behalf of its Cook County Clerk, with principal offices located at 69 West Washington Street, Fifth Floor, Chicago, Illinois 60603 ("Licensee") and **[INDEPENDENT ESCROW AGENT]**, a [state] corporation with principal offices located at [address] ("Escrow Agent").

WITNESSETH

WHEREAS, Licensor and Licensee have entered into a certain Software License Agreement (the "License Agreement") of even date herewith pursuant to which Licensor has granted to Licensee a license to use the Software (defined in the License Agreement) and the Documentation (defined in the License Agreement); and

WHEREAS, the License Agreement is entered into pursuant to that certain Master Agreement for Ballot Tabulation Systems by and between Sequoia Voting Systems, Inc., a Delaware corporation and County of Cook, Illinois, a body politic and corporate through its Cook County Board of Commissioners on behalf of its Cook County Clerk dated July ____, 2005, (the "Purchase Agreement") pursuant to which Licensor has furnished to Licensee certain voting systems and equipment (the "Equipment"); and

WHEREAS, pursuant to the Purchase Agreement, the License Agreement and related documents, Licensor has undertaken to maintain and support the Software in accordance with such agreements; and

WHEREAS, Licensor, acknowledging the need of Licensee to have Licensor perform its support and maintenance obligations under the Purchase Agreement, License Agreement and related documentation, will deposit with Escrow Agent certain materials related to the Software and Documentation to permit Licensee, in accordance with the terms and conditions of this Agreement, to obtain the Property (as defined herein) for the purpose of making corrections, enhancements and modifications to the Software for the purpose of supporting and maintaining the Software for use in connection with the Equipment to the extent Licensor is required to do so under the Purchase Agreement, License Agreement and related documents (collectively, the "Purpose");

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Delivery

- A. Licensor has concurrently delivered to Escrow Agent the following property:

1. A copy of the Source Code (as herein defined); and
2. A copy of the Documentation.

The Source Code and the Documentation are sometimes collectively referred to herein as the "Property".

B. Licensor also agrees to deposit with Licensee in the future, at such times as they are produced, a copy of all revisions to the Documentation as well as all Updates (as hereinafter defined).

C. "Source Code" shall mean a copy of the source code corresponding to the Software, including all Updates delivered to the Escrow Agent from time to time pursuant to this Agreement, plus any revisions to the Documentation pertaining thereto.

D. "Update" shall mean a copy of the source code version of each modification or revision to the Software that corrects errors, problems or defects caused by or resulting from an incorrect functioning of the Software.

2. Term of Agreement

A. The term of this Agreement shall commence on the date hereof and shall continue from year to year until this Agreement is terminated hereunder.

B. This Agreement shall terminate on the first to occur of the following:

1. Mutual written consent of Licensor and Licensee at any time to terminate this Agreement; or
2. The day which is the ninetieth (90th) day after Escrow Agent has given Licensor and Licensee written notice of its intent to terminate this Agreement, whereupon Licensor shall identify an independent successor escrow agent who is mutually acceptable to the parties and who is agreeable to assuming all further obligations of Escrow Agent hereunder; or
3. In the event that copies of the Property are released to Licensee in accordance with the terms of this Agreement.

In the event of any termination, expiration, or cancellation of this Agreement, Licensee and Escrow Agent shall remain bound by their duty to maintain the confidentiality of the Property. In the event of termination pursuant to paragraph 2(B)(3) above, all licenses and other rights granted to Licensee hereunder shall survive termination of this Agreement.

Upon termination of this Agreement, following distribution of copies to Licensee to the extent so required hereunder, all remaining copies of the Property shall be delivered to Licensor,

except that in the event of termination at the instance solely of the Escrow Agent, such copies shall be delivered to the successor Escrow Agent or, if none is appointed, to Licensor.

3. Default

A default by Licensor shall be deemed to have occurred under this Escrow Agreement (a "Default") upon the occurrence of any of the following:

- (a) if Licensor has availed itself of, or been subjected by any third party to, a proceeding in bankruptcy in which Licensor is the named debtor, an assignment by Licensor for the benefit of its creditors, the appointment of a receiver for Licensor, or any other proceeding involving insolvency or the protection of, or from, creditors and, as a result thereof has ceased to support the Software; or
- (b) if Licensor has ceased its on-going business operations, or support and maintenance of the Software and no affiliate or successor entity has undertaken to provide such support and maintenance.

4. Additional Licenses

A. In addition to those licenses granted to Licensee under the License Agreement, Licensor hereby grants to Licensee, effective immediately, the following additional license:

A world-wide, paid-up, non-exclusive license to use, modify, execute, reproduce, display, perform, prepare copies of, maintain and update the Software for use in connection with the Equipment, until the expiration, termination or cancellation of the License Agreement.

B. Licensee agrees that it shall not utilize the licenses granted in this Agreement except in connection with the Purpose, and only upon release of the Property by Escrow Agent to Licensee in accordance with this Agreement.

5. Deposit and Release

A. The deposit of the Property and the license thereof to Licensee pursuant to Section 4 hereof are intended exclusively to provide assurance to Licensee of access to, and right of use of, the Property in the event of a Default under Section 3. Escrow Agent shall release the Property deposited in escrow pursuant to this Agreement only in accordance with the terms of this Agreement.

B. Escrow Agent agrees to accept from Licensor, and Licensor agrees to deposit with Escrow Agent, within thirty (30) days of the date of this Agreement, one (1) copy of the Source Code and one (1) copy of the balance of the Property. For each deposit, Escrow Agent will issue a receipt to Licensor, accompanied by a general list or description of the materials so deposited.

INDEX

EXECUTION FORMS

<u>Description</u>	<u>Page</u>
MBE/WBE UTILIZATION PLAN	EF-1/2
LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) FORMAT SAMPLE	EF-3/3a
PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EF-4/5
VENDOR CERTIFICATIONS	EF-6/9
SOLE PROPRIETOR, SIGNATURE PAGE	EF-10
PARTNERSHIP, SIGNATURE PAGE	EF-11
CORPORATION, SIGNATURE PAGE	EF-12
PROPOSAL ACCEPTANCE, COOK COUNTY	EF-13

MBE/WBE UTILIZATION PLAN

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs that will act as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation. If the MBE/WBE goals have not been met through direct participation, bidder/proposer shall demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBEs that will act as subcontractors/suppliers/consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of indirect Participation \$ _____

Percent Amount of indirect Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of indirect Participation \$ _____

Percent Amount of indirect Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Number: _____ / _____

From: _____
(Name of MBE/WBE Company)

To: _____ and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.*

<u>Description of Service/Supply</u>	<u>Fee/Cost</u>
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
_____	\$ _____ %
Total: \$ _____ %	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative of
_____ (Name of MBE/WBE Company) affirm that all of the
foregoing information is true and correct and that the services and/or supplies
indicated above will be performed/supplied for the above indicated dollar amount
of \$ _____ which represents the above indicated percentage of _____ %
of this contract bid amount of \$ _____.

(Signature of affiant) _____ / _____ / _____
(Date)

Subscribed and sworn to before me this _____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative of
_____ (Name of Prime Bidder's Company) affirm that all of
the foregoing information is true and correct and the products/services indicated
above will be purchased and paid for in the above indicated dollar amount of
\$ _____ which represents the above indicated percentage of ____ % of
this contract bid amount of \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this ____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

PETITION FOR REDUCTION/WAIVER
OF MBE/WBE PARTICIPATION GOALS

BIDDER HEREBY REQUESTS:

- _____ REDUCTION (partial waiver) of MBE/WBE participation goals.
(Complete Sections A, B, C & D)
- X _____ WAIVER of MBE/WBE participation goals.
(Complete Sections B, C & D)

A. REDUCTION (PARTIAL WAIVER) REQUEST

Bidder requests a reduction of MBE/WBE participation goals in the amounts as follows:

- _____ % MBE participation
_____ % WBE participation

B. REASON FOR REDUCTION/WAIVER REQUEST

Bidder shall mark each item applicable to its reason for a reduction/waiver request. In addition, Bidder shall attach supporting documentation supporting its reason(s) for a reduction/waiver request. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- _____ (1) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor;
- _____ (2) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals;
- _____ (3) the price(s) quoted by any potential MBE or WBE source of goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination and would make acceptance of such MBE or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE or WBE bid;
- _____ (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE or WBE firms in the performance of this Contract.

C. GOOD FAITH EFFORTS

Bidder shall mark each appropriate item which describes its good faith efforts in complying with MBE/WBE participation goals. In addition, Bidder shall attach supporting documentation evidencing all steps contractor took in exercising its good faith efforts with respect to each item marked. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- _____ (1) Reviewed directories of available MBEs and WBEs maintained by the County and other state and local governments and agencies prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids;
- _____ (2) Used the services and assistance of the Contract Compliance Office staff and other established MBE/WBE Assist Agencies. (A list of such established MBE/WBE Assist Agencies is available from the Office of Contract Compliance.)
- _____ (3) Made timely written solicitations of available MBEs and WBEs identified on the County's directories as providing relevant services for bids for subcontracts or the supply of goods and services; and provided MBEs and WBEs with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a contractor solicitation;
- _____ (4) Followed up initial solicitation of MBEs and WBEs by contacting them to determine if the enterprises are interested in making bids;
- _____ (5) Advertised in one or more daily newspapers and/or trade publications, for bids by MBEs and WBEs for subcontracts or the supply of goods and services on the contract;
- _____ (6) Engaged MBEs and WBEs for the purchase of goods and services not specifically related to the performance of this contract.
- _____ (7) Attempted to establish joint ventures with MBEs and WBEs;

D. OTHER RELEVANT INFORMATION

Bidder may attach any other appropriate documentation or information relative to its good faith efforts in complying with MBE/WBE participation goals.

This is a grant funded contract.

CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- 1.) Is bidder/proposer a "Local Business" as defined above?

Yes: _____ No: X

- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? _____

- 3.) Did the bidder/proposer have a bona fide establishment for transacting business within Cook County on the date this bid was advertised?

Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

EXECUTION BY A SOLE PROPRIETOR

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN _____

FAX NUMBER _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY

PERMANENT INDEX NUMBER(S) _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

**COOK COUNTY BUSINESS REGISTRATION NUMBER. _____

SOLE PROPRIETOR'S SIGNATURE X _____

Date _____

Subscribed and Sworn to

before me this _____ day

of _____, 200_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S) _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE
CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EXECUTION BY A CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Sequoia Voting Systems, Inc.
BUSINESS ADDRESS: 7677 Oakport Street, Suite 800, Oakland, CA 94621
BUSINESS TELEPHONE: (510) 875-1200 FAX NUMBER: _____
CONTACT PERSON: President
FRIN: 37-1274619 *IL CORPORATE FILE NUMBER: _____

**** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY**

PERMANENT INDEX NUMBERS(S) No Real Estate in Cook County

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS.

PRESIDENT: Tracey Graham VICE PRESIDENT: none
SECRETARY: none Jack Blaine TREASURER: none

***SIGNATURE OF PRESIDENT X Kenny A. Blaine

ATTEST: X Jack A. Blaine (CORPORATE SECRETARY)

Subscribed and Sworn to
before me this 7th day

of July, 2005.

X Kathy J. Ross
Notary Public Signature

My commission expires: 3/9/06
"OFFICIAL SEAL"
KATHY ROSS
Notary Public, State of Illinois
My Commission Expires 3/9/06

* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.

** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

*** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

PROPOSAL ACCEPTANCE

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 0543-568.

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 23,754,630.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 21st DAY

OF June, 2005.

James H. Stogdill
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Raymond C. Haber
COOK COUNTY PURCHASING AGENT

Walter H. Allen
COOK COUNTY COMPTROLLER

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 12 2005

APPROVED AS TO FORM:

[Signature]
ASSISTANT STATE'S ATTORNEY

COM _____