**CONTRACT BETWEEN STATE OF
WYOMING, SECRETARY OF STATE'S OFFICE,
AND DIEBOLD ELECTION SYSTEMS, INC.**

1. **Parties.**

    The Parties to this Contract (each a "Party" and collectively, the "Parties") are the Wyoming Secretary of State's Office, whose address is State Capitol, 200 West 24th Street, Cheyenne, Wyoming 82002 (hereinafter "State") and Diebold Election Systems, Inc whose address is P.O. Box 1019, Allen TX, 75013 (hereinafter "Contractor").   This Contract is effective upon execution by each Party and receipt of all necessary approvals.

2. **Purpose of Contract.**

    The purpose of this Contract is for Contractor to supply voter tabulation Equipment and related software and services for County Clerks in Wyoming Counties. Such equipment must function in accordance with applicable state and federal laws, at the time of delivery, for the purpose of conducting elections.   The Systems, Equipment, services and negotiated prices as listed in Appendix A (Products, Services and Pricing), is specified individually for each County in Appendix C.

3. **Overview.**

    This Contract is entered into by the State using Federal Funding provided under Help America Vote Act Public Law 107-252; 42 USC 15301-155545 (HAVA), and Wyoming matching funds. Purchases are based on noncompetitive negotiations with Contractor following a determination that competition was not feasible based on the uniqueness of the voting System, Equipment and services and recommendations of the Wyoming Counties. The type and quantity of qualified voting and management systems to be purchased by the State for use in the County were selected by each Wyoming County in cooperation and consultation with, and approval by, the State, and a Committee of Wyoming County Clerks, following extensive review, demonstrations of HAVA qualified voting systems, review of literature and specifications and subsequent discussion with voting system vendors. The Administrator of the Department of Administration and Information, and the Governor have approved this Contract.

    The Systems, Equipment, training and services purchased by the State will be delivered to, tested and accepted by each County in accord with a timetable agreed to by each County and Contractor, no later than December 15, 2005. Mutually agreed upon requirements and obligations between State and County for initial deployment, testing and acceptance, conveyance of title, maintenance and utilization for future elections are reflected by a separate agreement which will be entered into by each County and the State. Items, including warranties, and training purchased under this Contract shall be the property of the County for which they were purchased.

    The Systems, Equipment and services are warranted by Contractor to have been tested and certified under the standards provided by HAVA and NASED/EAC, warranted to meet the requirements of HAVA for future federal elections, and acknowledged to have been tested and certified under standards separately adopted and implemented in various states for use in future elections in those states. If a change in law requires changes to or refitting of hardware that has been delivered, accepted and is otherwise functioning in accordance with its documentation, such changes may be subject to additional charge. Failure to meet the provisions of HAVA may result in the State being in non-compliance with the law and may necessitate the return of federal funds as outlined in Section 102(d) of P.L. 107-252.

4. **Definition of Terms.**

    A. "County" or "Counties" as listed in Wyo. Stat § 18-1-101, means either one or any number of Wyoming Counties, collectively, for whom the State is purchasing Equipment and Software.

    B. "Equipment" means the items of hardware identified in Appendix A (Products, Services and Pricing).

    C. "Extended Warranty Price" means each of the respective prices set forth in Appendix A (Products, Services and Pricing) at which time Contractor's warranty services for Equipment may be renewed for successive one-year periods or for which licenses and maintenance may be renewed for successive one-year periods, as applicable.

    D. "Original Warranty Period" means as to each item of Equipment or Software the one-year period following the month of acceptance.

    E. "Software Maintenance Term" means each one-year period following the Original Warranty Period as to which the State or applicable County has paid the corresponding renewal fee.

    F. "Services" means the services associated with providing, setting up and maintaining the Equipment and Software, as set forth in Appendix A (Products, Services and Pricing).

    G. "Software" means the software programs identified in Appendix A (Products, Services and Pricing) together with any firmware embedded in Equipment purchased under this Contract.

H.   "Systems" means the Equipment and the Software, collectively.

I.   "Effective Date" means the date of the last authorized signature affixed to the contracts as specified in paragraph 24.

J.   EAC" means the Election Assistance Commission, as established and operating under HAVA.

K.   "NASED" means the National Association of State Election Directors.

L.   "NIST" means the National Institute of Standards and Technology

M.   "CONTRACTOR Hardware" means hardware manufactured by CONTRACTOR and delivered by CONTRACTOR hereunder.

N.   "CONTRACTOR Software" means software and firmware owned by CONTRACTOR and licensed by CONTRACTOR hereunder, in object code form, including all documentation therefore.

O.   "Specifications" means descriptions and data regarding the features, functions and performance of the CONTRACTOR Hardware and/or CONTRACTOR Software, as set forth in user manuals or other applicable documentation.

P.   "System" means, collectively, the CONTRACTOR Software, CONTRACTOR Hardware and any Third-Party Products provided hereunder

Q.   "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by CONTRACTOR hereunder.

5.   **Term of Contract.**

This Contract is effective when all Parties have executed it and all required approvals have been granted. The term of the Contract for delivery, acceptance and payment of Equipment and Software is from the Effective Date through December 31, 2005. All such Services except Contractor's Warranties and Training obligations hereunder shall be completed during this term of this Contract. This Contract may be extended and amended by agreement of both Parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the State and written agreement of the Contractor.

By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information, General Services Division, Procurement Section ("A&I Procurement"), WYO. STAT. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars ($1,500.00) must be approved by the Governor or his designee, WYO. STAT. § 9-2-1016(b)(iv).

6.   **Payment.**

A.   State agrees to pay Contractor for the Services described in the Appendices. The total payment for the Services under this Contract shall not exceed amounts reflected in the individual agreed upon orders of the three (3) Counties the aggregate of which shall not exceed **$825,000.00 [inclusive of $52,505.30 representing the aggregate value of the TXs AVPM (Voter Verifiable Printers) pending certification and subsequent availability]**, except as the Parties otherwise agree in writing in the form of Amendment to the Contract.   No payment shall be made for work performed before the date on which the last required signature is affixed to this contract.

B.   Invoices. Installments of amounts due hereunder will be made in accordance with Appendix A (Products, Services and Pricing) upon acceptance of the deliverables and/or milestones set forth therein. Invoices shall be submitted to State in a mutually agreed upon form and will contain sufficient detail to enable State to confirm that amounts set forth on each invoice accurately reflect the amounts due and payable. Invoices may be submitted per County. Payment, minus retainage, shall be made following testing and acceptance of the deliverable and/or milestone set forth in Appendix A (Products, Services and Pricing) (e.g., delivery of Equipment, completion of training, System testing). Acceptance of Equipment and Software will require testing against its Documentation with no failure to perform in all material respects. Contractor shall verify successful testing on forms provided by State. Before the State shall pay any invoice, it must also receive acceptance of the Equipment and Software by each County, as verified upon forms provided by the State.

C.   State shall withhold fifteen (15) percent of each invoice. Payment of retainage for each County shall occur when the County has received and accepted all applicable Equipment and Software.

D.   Late payments accrue at the lesser of 1.5% per month or the highest rate permitted by law.

7. **Responsibilities of Contractor.** Contractor's responsibilities are herein and for the After Year Software Application License and Maintenance Fees, and Hardware Maintenance Fees in more specifically Exhibit E, which is included and made part of this Contract. In addition, Contractor shall:

    A. Provide training manuals with respect to use of the Software and Equipment.

    B. Be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services furnished by Contractor or its subContractors to each County. All Services furnished to each County shall be conducted in accordance with practices consistent with generally accepted professional, technical and regulatory standards.

    C. Provide standardized election format agreed upon by the Parties at least ninety (90) days in advance of an election.

    D. Perform all other obligations described in this Contract.

8. **Certification of Equipment and Software.**

The Contractor certifies and warrants to the State that all Equipment and Software, as applicable, has been tested end-to-end against the requirements of HAVA, the guidelines of the EAC, NASED and NIST and is ready and certified for use in a federal election. In addition, the Contractor is responsible for all Equipment and Software meeting state law requirements and any other applicable federal law. Contractor shall submit documentation to State of all federal tests and shall submit a verified statement that the Equipment and Software meets state law and all other federal requirements for future federal elections.

Any Updates (as defined in Section 14.D) offered to the State or County shall also be certified by Contractor to meet the above standard. No such Updates shall be installed in any County until authorized by the State. .

9. **Installation of Equipment and Software.**

    A. Installation of the Equipment and Software for each County shall be the responsibility of the Contractor as described in this Contract and Appendices D-1; D-2; D-3. (Individual County Pricing Sheets).

    B. The Equipment and Software to be delivered under this Contract shall be new when delivered and in accordance with all specifications as stated in this Contract. Any defective unit shall be replaced within the time scheduled for deployment to that County.

    C. Following deployment by Contractor and acceptance by County, defective Equipment, materials, or other components of the System may be returned to Contractor at no cost to State or County during the Original Warranty Period. Items returned will either be replaced with identical new Equipment /component or repaired, at the option of Contractor, and returned to County without charge. All replacement or repaired Equipment shall be tested and certified according to the terms of this Contract.

    D. Contractor shall coordinate the ordering and timely delivery of the items supplied by itself or sub-Contractors or agents to ensure the Equipment and Software is complete and operational in accordance with the Schedule in Appendix A (Products, Services and Pricing).

10. **Acceptance Testing.**

    A. Acceptance testing is intended to ensure that the Equipment and Software acquired operates in compliance with the specifications and representations set forth herein, is adequate to perform as warranted by the Contractor and evidences a satisfactory level of performance reliability prior to its acceptance by Counties and State.

    B. Testing of each piece or component of the Equipment and Software shall be performed by Contractor at the manufacturer's facility prior to delivery of the Equipment and Software to ensure that it is in good working order and complies with the terms of this Contract. Upon delivery to the County, each piece or component of the Equipment and Software shall be tested again by Contractor in cooperation with the County Clerks. Contractor shall repair or replace with Equipment or Software, as described in Appendix E Exhibits 1 & 2, any unaccepted or defective component during the time scheduled for deployment to that County. State will not withhold acceptance due to a failure to conform to Specifications in any immaterial respect, provided Contractor promptly delivers a remedial plan for such non-conformity.

11. **Training.**

Contractor will provide training with respect to the use of the System as priced in Appendix A – Exhibit 5 (Training) and specified in Appendix G.

12.   <u>Responsibilities of State.</u>

The State shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Contractor in order to perform its responsibilities under this Contract.

13.   <u>Termination.</u>

A.   <u>State Termination Without Cause</u>. State may terminate this Contract, in whole or in part, without cause, upon at least thirty (30) business days written notice, except that State may not terminate this Contract without cause for the purposes of contracting with another Contractor to provide similar services. Upon State termination without cause all undisputed amounts due Contractor for Services rendered up to the date of termination are due and payable upon submission of invoice. Upon termination each Party will promptly deliver to the other Party, or upon request, certify the status of, all data, materials and programs of the other Party (except as expressly provided herein) in connection with this Contract. Payment to Contractor shall include payment for all Services rendered up to the last day services are provided subject to Section 21 (S).

B.   This Contract may be terminated for cause, in writing, at any time by either Party if the other Party breaches any provision of this Contract and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching Party.

C.   Failure of the Contractor to complete delivery and acceptance testing of the Equipment by the January 1, 2006, federal HAVA deadline, will be deemed a breach of Contract unless due to causes other than the Contractor's failure to perform obligations under this Contract, and unless the delivery of the Verifiable Printer Module (TSx AVPM) is delayed pending certification from NASED."

14.   <u>Grant of Licenses</u>.

A.   All Software will be licensed to the Counties in accordance with the terms set forth in Appendix E- Exhibit 1.

B.   In consideration for Contractor's grant of the license for the Software, State shall pay Contractor the Software License Fees set forth on Appendix A (Products, Services and Pricing).

C.   The licenses shall commence upon the delivery of the Software. The licenses shall survive the termination of all other obligations of the Parties under this Contract and the termination of all Appendices; provided, however, that Contractor may terminate the licenses if State or County fails to pay the consideration due. Upon the termination of the licenses, State and Counties shall immediately return such Software and the related Documentation (including any and all copies thereof) to Contractor, or (if requested by Contractor) destroy such Software and Documentation and certify in writing to Contractor that such destruction has occurred. In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State or Counties shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment.

D.   <u>Updates</u>. During the Original Warranty Period paid for by State or County, Contractor shall provide any certified new releases, upgrades, maintenance patches or add-ons to the Software, together with appropriate Documentation ("Updates"), as mutually agreed to by Contractor and State. Such Upgrades and patches must be authorized by the State before delivery and installation at the County. All Updates shall be deemed to be Software for purposes of this Contract upon delivery. Counties may install the Updates in accordance with Contractor's recommended instructions or may request that Contractor install the Updates. Contractor may charge County at its then-current rates to (i) install the Updates or (ii) provide maintenance and support on the Software that is required as a result of a failure to timely or properly install an Update. Upon termination of the Warranty Period, County shall be entitled to receive the Software Maintenance and Support described in Appendixes A, D-1; D-2;D-3, if it has so elected to exercise the Extended Hardware Warranty through the provisions set forth in Appendix E.

15.   <u>Title and Risk of Loss.</u>

Title and risk of loss for each item of Equipment and Software identified in Appendix A (Products, Services and Pricing) will pass to the applicable County on delivery. However, delivery will not diminish any rights State or any County has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

16.   <u>Proof of Insurance.</u>

A.   <u>Workers' Compensation and Employer's Liability Insurance</u>. The Contractor shall provide to A&I Procurement proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage

shall be under the Wyoming Worker's Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. Contractor's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars ($500,000.00) per employee for each accident and disease. The Contractor shall also supply to A&I Procurement proof of workers' compensation and employer's liability insurance on each and every subContractor before allowing that subContractor on the job site.

B.   <u>Commercial General Liability Insurance</u>. The Contractor shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations, in an amount not less that five hundred thousand dollars ($500,000.00) per occurrence and one million dollars ($1,000,000.00) general aggregate.

C.   <u>Business Automobile Liability</u>. The Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence.

D.   <u>Policies Effective Date</u>. All policies required under this Contract shall continue throughout December 31, 2010, the duration of the Contract and project, unless other wise mutually extended by Parties, and are renewable annually through the surety company without lapse in coverage. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies. All insurance certificates must include a clause stating that the insurance may not be cancelled until the expiration of at least thirty (30) business days advance written notice to the State.

E.   <u>State As Additional Insured</u>. All insurance policies required by this Contract, except workers' compensation, shall name the State as an additional insured for claims resulting from Contractor's negligence, and shall contain a waiver of subrogation against the State, its agents and employees.

F.   <u>SubContractors</u>. The insurance requirements set forth above apply to all subContractors. It is the Contractor's responsibility to ensure that its subContractors meet these insurance requirements. The State has the right to review the certificates of any and all subContractors used by the Contractor.

17.   <u>**Warranties: Disclaimers.**</u>

A.   <u>Maintenance For Equipment During Warranty Period.</u> During the Warranty Period, State and Counties are entitled to the Maintenance Services in accordance with Appendix E.

B.   <u>Purchase of Extended Warranties.</u> Contractor agrees pursuant to this Contract that the Extended Warranty Prices, starting in year two (2), shall be subject to an annual price increase in accordance with the Consumer Price Index ("CPI") as calculated each year for the West Urban Region. Contractor agrees pursuant to this Contract to lock in the Extended Warranty Prices with an up to three (3%) increase cap per year through December 31, 2010, unless the CPI increases by a factor up to six (6) % whereby the Contractor shall be permitted to increase the Extended Warranty Prices to the extent of the CPI changes. If State or County fails to timely pay any installment of such Annual Renewal Warranty Fees, reinstatement of licenses and maintenance services will be subject to payment at Contactor's then current rates. During this period, Contractor will make available the extended hardware warranty Services, and the Software licenses and maintenance Services, described in Appendix E for the prices set forth in Appendix A (Products, Services and Pricing) and recapped in Appendix E (After First Year Software Application License and Maintenance Fees, Hardware Maintenance Fees).

C.   Contractor further warrants that:

         (i)   The Contractor will perform all Services timely, diligently, carefully, and in a good and workman-like manner in accordance with high professional standards in the industry.

         (ii)   The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services.

         (iii)   The Contractor will perform all Services in a manner that complies with all applicable laws and regulations.

         (iv)   The Contractor represents and warrants that the Equipment/System(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract.

         (v)   Contractor warrants that the Equipment and Software and its Services to be furnished pursuant to this Contract will be free from defects, of merchantable quality, good material and workmanship.

D.   CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.   **Performance Bond and Guarantees.**

Performance Bond: Contractor shall provide a performance bond within thirty (30) calendar days after the effective date of this Contract in the amount of Two Million dollars ($2,000,000.00). If such bond is not furnished to State within the allotted time period, State may terminate the Contract immediately without penalty. Said bond shall be submitted upon the forms provided by State and duly executed by Contractor and a responsible corporate Surety, authorized to issue such bonds in the State of Wyoming. The Contractor shall pay all premiums, costs and incidentals. Should any surety at any time prior to release of the bond become insufficient, the Contractor shall be given notice to that effect. No further payment shall be deemed due or will be made under the Contract until a new surety and/or bond is furnished to the State.

Fifty percent (50%) of the Performance Bond will be released to Contractor upon the successful deployment of Equipment as specified in this Contract. The remaining fifty percent (50%) of said bond will be released to Contractor after the expiration of sixty (60) calendar days from the date of the first Statewide Congressional or Presidential Primary or General election in which the Contractor's Equipment is successfully used. In no instance will Contractor be responsible if failure to satisfy these requirements is due to circumstances beyond Contractor's or its sub-Contractor's reasonable control.

19.   **Disclosure of Litigation.**

A.   Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's sub-Contractors, or any of the foregoing entities' then current officers or directors during the term of this Contract and so long thereafter as Equipment maintenance Services are renewed or Software licensing and maintenance Services by the applicable County.

B.   The Contractor shall notify the State, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments which may occur during the term of this Contract or three years thereafter, which involve (1) claims regarding defects with respect to any Equipment or Software of the type provided to the State under this Contract and which either involve a claim in excess of Two Hundred Fifty Thousand Dollars ($250,000), or (2) allegation of fraud by the Contractor or any sub-Contractor hereunder, arising out of their business activities, or (3) allegation that the Contractor or any sub-Contractor hereunder violated any Federal, State or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or sub-Contractor, in any an amount less than Two Hundred Fifty Thousand dollars ($250,000) shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or sub-Contractor.

C.   All notices under subsections A and B herein shall be provided in writing to the State within fifteen (15) business days after the Contractor learns about any such criminal or civil investigations and within fifteen (15) days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such.

D.   <u>Assurances</u>. In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:

(i)   the ability of the Contractor or its sub-Contractor to continue to perform this Contract in accordance with its terms and conditions, or

(ii)   whether the Contractor or its sub-Contractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute violation of Wyoming or Federal law, then the Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its sub-Contractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, or (b) the Contractor or its sub-Contractors will not engage in conduct in performing Services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

E.   The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, shall entitle the State to terminate this Contract.

20.   **Suspension and Debarment, Voluntary Exclusion**.

By signing this Contract, Contractor certifies and discloses, in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, that it is not suspended, debarred or voluntarily excluded from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred or voluntarily excluded. Further, Contractor agrees to notify the Secretary of State by certified mail should Contractor or any of its agents become debarred, suspended or voluntarily excluded during the term of this Contract.

21. **General Provisions**

A. Amendments. Any changes, modification, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be incorporated by written instrument, executed and signed by all Parties to this Contract.

B. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Contract Not Used as Collateral. Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

E. Appendices. The Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

F. Audit Rights. The State and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the State, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the State.

G. Award of Related Contracts. The State may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and the State in all such cases.

H. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract applicable to the delivery of its Services.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract (other than Updates to the Software delivered pursuant to maintenance Services) shall be kept confidential by the Contractor unless written permission is granted by the State for its release.

Records regarding performance under this Contract shall not be disclosed or used for any purpose, except when authorized by the State pursuant to applicable state statutes and regulations and when such disclosure or use is required by law. Unless otherwise required by law, all records and other information pertinent to this Contract shall be confidential and the custodian of such records shall deny access to those records in accordance with Wyo. Stat. § 16-4-203(d). All information in the Contract is subject to the Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*

J. Consents. Contractor represents and warrants that it has the requisite power and authority to bind Contractor and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. State represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder. Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Contractor to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) State to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

K. Entirety of Contract. This Contract, consisting of 56 pages, including Appendix A (Products, Services and Pricing) Appendix B [Memorandum of Understanding Between the Wyoming Secretary of State And _____(County of Wyoming)] and Appendix C (State of Wyoming Spread Sheet) Appendix D [individual and separate County Pricing Exhibits of Carbon (D-1), Goshen (D-2), and Laramie(D-3)], Appendix E (After First Year Software Application License and Maintenance Fees, Hardware Maintenance Fees); Appendix F (Proposed Election Services for Wyoming Counties); Appendix G (Training Plan) represents the entire and integrated Contract between the Parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

L.   No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either Party.

M.   Force Majeure. Neither Party shall be liable for failure to perform a non-payment related obligation under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform notifies the other Party as promptly as possible of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.

N.   Indemnification. The Contractor shall indemnify, defend and hold harmless the State of Wyoming, the Secretary of State's Office and the Counties and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

O.   Independent Contractor. The Contractor shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the State, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Secretary of State or the Counties. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

P.   Interpretation. The following rules of interpretation must be applied in interpreting this Contract:

     (i)   headings and captions are for convenience only and are not to be used in the interpretation of this Contract;

     (ii)   the provisions of the Appendices are incorporated in this Contract, and in the event of a conflict between an Appendix and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern, except as in Appendix E;

     (iii)   consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

     (iv)   all requests under this Contract shall be reasonable.

Q.   Kickbacks. Each Party certifies and warrants that no gratuities, kickbacks or contingency fees were paid or received in connection with the Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If a Party breaches or violates this warranty, the other Party may, at its discretion, terminate this Contract without liability to the other Party, or, in the case of the State, deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

R.   Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Contract. The Contractor shall include the provisions of this section in every sub-contract awarded over Ten Thousand Dollars ($10,000.00) so that such provisions are binding on each sub-Contractor.

S.   Limitation of Payments. The State's obligation to pay the Contractor for Services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are appropriated or allocated to pay the Contractor. If no further funds or if insufficient funds are allocated and available for the State to pay the Contractor for these Services, Contract may be terminated by the State at the end of the period for which the funds are available.

     The State shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the State to terminate this Contract to acquire similar Services from another Party.

T.   <u>Notice and Approval of Proposed Sale or Transfer of the Contractor.</u> The Contractor shall provide the State with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the Notice Provision of this Contract. If the State determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the State may, at its option, terminate or renegotiate the Contract.

U.   <u>Notice to Contractor</u>. State shall consider the employment by Contractor of unauthorized aliens a violation of Section 274A of the Immigration and Naturalization Act. If Contractor has not cured such violation within three (3) business days of written notice from State, such violation shall be cause for unilateral cancellation of this Contract without payment of Termination Fees. Contractor and its sub-Contractors shall comply with all state and federal fair labor practices, laws, rules and regulations wherever this Contract is performed.

V.   <u>Notices</u>. Any legal notice or other communication required or permitted to be made or given by either Party pursuant to this Contract will be in writing, in English, and will be deemed to have been duly given:

    (i)   five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; and

    (ii)   when delivered if delivered personally or sent by express courier service.

All notices will be sent to the other Party at its address as set forth below or at such other address as the Party may specify in a notice given in accordance with this section.

If to State:	Wyoming Secretary of State's Office
	ATTENTION: Tom Cowan
	200 West 24th Street
	Cheyenne, Wyoming 82002-0020
	Phone: (307) 777-5348
	Fax: (307) 777-7640
If to Contractor:	Diebold Election Systems, Inc.
	1253 Allen Station Parkway
	Allen, TX 75002
	ATTENTION: Contracts Department
	Phone: 800/433-8683 (VOTE); 469/675-8990
	Fax: 214/383-1596
With a copy to:	Diebold, Incorporated
	5995 Mayfair Road
	North Canton, OH 44270
	ATTENTION: Vice President and General Counsel

W.   <u>Publicity</u>. Any publicity given to the program or Services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the State as the sponsoring agency and shall not be released without prior written approval from the State, and such approval shall not be unreasonably withheld or delayed. The Parties agree that they will work toward developing a mutually agreeable press release and a statement for public use by the Parties.

X.   <u>Severability</u>. The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

Y.   <u>Sovereign Immunity</u>. The State of Wyoming and the Secretary of State's Office do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

Z.   Sub-Contractors. Contractor will identify all significant sub-Contractors to the State fifteen (15) days prior to the execution of any subcontracts. Contractor's responsibility for the Services is not diminished in any way by any such subcontracting. Contractor shall be responsible for all sub-Contractors adhering to the terms of this Contract Contractor will not subcontract the management of this Contract.

AA.   Survival. Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

BB.   Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes. The State shall provide Contractor a tax exempt certificate for sales of tangible personal property to State by Contractor or purchases of tangible personal property made by Contractor on behalf of State in connection with this Contract, where the title vests in State.

CC.   Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the Parties to this Contract, and shall inure solely to the benefit of the Parties to this Contract.

DD.   Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

EE.   Limitation of Liability. Neither party shall be liable for the other party's negligent or willful misconduct. Except for such liability as may arise as a result of claims for intellectual property infringement, death, personal injury or property damage, Contractor's total liability to State arising out of or relating to this Contract shall not exceed the aggregate amount to be paid to Contractor hereunder. Any action by State against Contractor must be commenced within the applicable statutory period of limitations after the cause of action has accrued.

22. Limited Agency: The State of Wyoming hereby warrants and represents that it is acting as limited agent on behalf of each County of the State of Wyoming under this Agreement for sole purpose of purchasing of Voting Systems Equipment. The State, by its duly authorized signatures, in fact assures that each County which hereafter independently executes an MOUs will accept the Warranties on behalf of their Counties. Furthermore, Contractor relies upon the State's representation in the performance of its obligations under this Contract. Contractor agrees to only deliver equipment upon notice from State of executed MOUs in place for each County.

23.   **This Paragraph Intentionally Left Blank**

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24. **Signatures.** By signing this Contract, the Parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract and that they have the authority to sign it. This Contract is not binding on either Party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, as required by WYO. STAT. § 9-2-1016(b)(iv).

The Effective Date of this Contract is the date of the signature last affixed to this page.

GOVERNOR

_____   _____
Dave Freudenthal   Date
Governor

SECRETARY OF STATE

_____   _____
Joseph B. Meyer   Date
Secretary of State

DIEBOLD ELECTION SYSTEMS, INC.

_____   _____
Name   Date
Title

ADMINISTRATION AND INFORMATION,
GENERAL SERVICES DIVISION, PROCUREMENT SECTION

_____   _____
Name   Date
Title

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

_____   _____
Stephanie Anesi   Date
Assistant Attorney General

APPENDIX A

PRICING, PRODUCTS, SERVICES, and RECURRING

Pricing, Products, Services

REF.	DESCRIPTION	*PER-UNIT PRICE 3% price lock down on equipment through July 1, 2007.**
	Touch Screen Products	
1	**AccuVote-TSx Tabulator** includes:	2,995.00
	Printer Ribbon/Paper	
	Internal Battery	
	Integrated Voting Booth	
	Memory Device	
2	TSx Voter Verifiable Printer Module (TSx AVPM)	350.00
3	TSx AccuVote Printer Module Case (2 per)	120.00
4	TSx AccuVote Printer Module Case (1 per)	$115.00
	AccuVote-TSx Additional Supply Items	
5	TSx Election Administrator Card	5.00
6	TSx Precinct Supervisor Card	5.00
7	TSx Election Security Key Card	5.00
8	TSx Voter Cards	2.95
9	ADA Keypad and Audio Headset	150.00
10	Spare TSx Memory Device	135.00
11	Spare Paper Rolls	1.70
12	AVPM Spare Security Canister	15.00
13	Voter Card Encoder	395.00
	AccuVote-TS Carts	
14	TSx Warehouse Cart 4 unit	368.00
15	TSx Warehouse Cart 5 unit	384.00
16	TSx Warehouse Cart 6 unit	400.00
	Optical Scan Products	
17	**AccuVote-Optical Scan Tabulator** includes:	4,995.00
	Internal Modem/Phone Cord	
	Printer Ribbon/Paper	
	Internal Battery	
	Carrying Case	
	Memory Card Device (128kb)	
	Ballot Box	
18	Optical Scan Accumulation Adaptor, OSAA (OS to TSx, pending final ITA review)	75.00
	Optical Scan Additional Supply Items	
19	Backup AVOS Memory Cards	250.00
20	Ballot Transfer Bag	35.00
21	Ballot Marking Pens (12 per pkg)	6.00
22	Spare Paper Rolls	0.99
23	Spare Ribbon	5.99
24	14" Ballot Secrecy Sleeve	3.99

		Voting System Related Software	
25		GEMS Application License	See Exhibit 1
26		Enhanced GEMS Security Key Card Tool Software	10,000.00
27		TSx Application Software	100.00
28		AVOS Application Software	100.00
29		VC Programmer Software	5,000.00
30		VR Interface for Early Voting	5,000.00
		Voting System Related Hardware	
31		EMP Memory Device Mass Creator w/label printer	4,995.00
32		Central County Central Server system (includes installation)	14,500.00
33		Ethernet Hub	150.00
34		ST100 (encoder for Key Card tool)	150.00
35		Ballot On Demand Printer	10,000.00

APPENDIX A

PRICING, PRODUCTS, SERVICES, and RECURRING

Pricing, Products, Services con.

	Support Services		
36	**Project Management and Implementation Services Fees**		See Exhibit 2
	- Project Management Consulting Services		
	- Acceptance Testing		
37	**Election Services and Support Fees**		See Exhibit 2
	- Onsite Technical Support		
	- Election Day GEMS Support		
	- Election Day Field Support		
	- Depot Repairs / Maintenance		
	- Remote Technical Support		
	- Documentation Customization Fees		
38	**Election Programming and Service Bureau Fees**		See Exhibit 3
	- GEMS Database Creation		
	- Customer Database Review		
	- Audio Recording Database Creation		
39	**Ballot Printing Services**		See Exhibit 4
	- Setup and General Charges		
	- Test Ballots		
	- Polling Place Ballots		
	- Absentee Ballots		
	- Mail Ballots		
40	**Training Services**		See Exhibit 5
	- On-Site Classroom Staff Training (at customer site)		
	- Off-Site Classroom Staff Training (Diebold Education Center)		
	- WebEx (where available)		
	- Election Programming Support		
	- Poll Worker Training		

** Contractor represents and warrants that the system unit prices reflected above are prices
comparable to system unit prices offered to customers purchasing similar systems and quantities.

APPENDIX A

PRICING, PRODUCTS, SERVICES, and RECURRING

Recurring Fees (After Warranty Period) January 1, 2007

		*Ongoing License, Maintenance, and Extended Warranty Fees	PER-UNIT PRICE
41		**Annual Software License and Maintenance Fees (Mandatory)**	
		GEMS Election Management Software	18% GEMS purchase price
		AVTSx Ballot Station Software	5.00
		Key Card Software Tool	1,800.00
		VC Programmer Software	900.00
		AVOS Firmware	5.00
42		**Annual Extended Hardware Warranty Fees (New Equipment Only)**	
		AccuVote TSx unit	95.00
		TSx Voter Verifiable Printer Module (AVVPM)	25.00
		AccuVote Optical Scan unit	150.00
* Starting in year two (2), Annual Extended Warranty Fees shall be subject to an annual price increase in accordance with the Consumer Price Index ("CPI") as calculated each year for the West Urban Region. Contractor agrees pursuant to this Contract to lock in the Extended Warranty Prices with an up to 3% increase cap per year through December 31, 2010, unless the CPI increases by a factor up to 6% whereby the Contractor shall be permitted to increase the Extended Warranty Prices to the extent of the CPI changes. If State or County fails to timely pay any installment of such Annual Renewal Warranty Fees, reinstatement of licenses and maintenance services will be subject to payment therefore at Contactor's then current rates			

Diebold Elections Systems, Inc.   Page 15 of 56   10/21/2005
Wyoming State Contract

GEMS Election Management System Software

Diebold, Global Election Management System (GEMS)

1 – 25 Precincts	$25,000.00
26 – 50 Precincts	$35,000.00
51 – 70 Precincts	$50,000.00
71 – 90 Precincts	$65,000.00
91 – 150 Precincts	$95,000.00
151 – 300 Precincts	$150,000.00
301 – 500 Precincts	$175,000.00
501 + Precincts	$250,000.00

Election Services and Support Pricing

Project Management Consulting Services $175 per hour, plus portal to portal expenses

    Rates for consulting services, under direction of PMI board-certified staff, that include project assessment, quality/risk management/communication plans, resource oversight, scheduling and Election Day coordination

Acceptance Testing Support $50/unit, plus portal to portal expenses

    Acceptance Testing support for any CONTRACTOR product during initial implementation period

Onsite Technical Support $1,200 per day, plus portal to portal expenses

    Technical support for any CONTRACTOR product during pre- and post- election periods, excluding the 3-day Election Day GEMS support (1 day minimum applies)

Election Day GEMS Support $3,600, plus portal to portal expenses

    Onsite three-day support for GEMS and CONTRACTOR equipment as needed for Election Day (3 day minimum applies)

Election Day Field Support $1,750 per technician

    Onsite election day support to poll workers by a trained AVOS or AVTS technician equipped with communication device and own transportation; On duty 2 hrs prior to poll opening until 1 hr after polls close

Depot Repairs/Maintenance $125 per hour

    Includes repairs or maintenance to all non-warranted CONTRACTOR products performed at a CONTRACTOR facility by a qualified technician; refer to Onsite Technical Support for rates of onsite visits to perform maintenance, upgrades, etc.

Remote Technical Support $140 per hour

    Troubleshooting network/server issues answered by our in-house IT/Security Dept. or Testing Center; also includes server configuration services performed at a CONTRACTOR facility.

Documentation Customization Fees $125 per hour

    Assistance in developing customized service and training documentation by our in-house professional technical writing department; includes quick reference guides, training manuals, and customer support manuals in electronic media; Printed reproductions extra.

Appendix A - Exhibit 3

Ballot Programming Services

2005 Service Bureau Fees

PROGRAMMING CHARGES

Minimum Charge for Database Creation

Programming charges totaling less than $750.00	$ 750.00	
Programming charges totaling between $751.00 and $999.00	$ 1,000.00	
Precinct	$ 20.00	each
Precinct Portion (Split)	$ 20.00	each
Race / Office	$ 20.00	each
Candidate	$ 10.00	each
Ballot Style	$ 20.00	each
Memory Card - AccuVote O/S	$ 20.00	each
PC Card - AccuVote T/S	$ 15.00	each
Postscript File Creation	$ 100.00	(1-50 ballot styles)
	$ 200.00	(51-100 ballot styles)
Not applicable if artwork sent to Diebold Printer	$ 300.00	(101+ ballot styles)

Additional Charges not included in Minimum Calculation

GEMS / VTS database diskette	$	350.00	
Recount Charge	$	500.00	
Change Orders	$	250.00	per change

This is applicable if change is needed after jurisdiction has already accepted and signed off
on the "Election Content Authorization" form

First additional language added with English	$	250.00	
Each additional language added thereafter	$	500.00	

Shipping charges will be applied to the customer invoice for shipments of database and memory cards

The programming fees listed above **DO NOT** include charges that will be applied if translation and preparation of a language(s), recording and preparation of an Audio Database is needed. Please refer to **Audio Charges** listed below.

CUSTOMER DATABASE REVIEW CHARGES

The jurisdiction will be supplied with a form to describe requested review functions and charge authorization. Functions can include one or more of the following: $ 175.00   per hour

Software Logic

Jurisdiction election definition accuracy

Ballot testing

Minimum charge - 1 hour

AUDIO CHARGES

Minimum charge for Audio Recording Database	$	300.00	per database
Translation of language(s)	$	0.50	per word
English Audio Recording	$	210.00	per hour
All other languages *Minimum charge: 1 hour*	$	300.00	per hour

Estimates for recording can be estimated based at a rate of recording 125 words per hour.
For example: 1000 word document will take approx. 8 hours to record

Professional Studio Recording Charges $125.00 - $250.00   per hour

All translation and/or audio must be tested by the requesting jurisdiction. Once testing is complete, an authorized signature (within jurisdiction) is required on the audio/translation form. This form along with all audio/translation material must be sent to the service bureau before database can be finalized.

Rush Orders / Weekend Deadlines - Extra Charges May Apply

Appendix A - Exhibit 4

Ballot Printing Services

E L E C T I O N   S Y S T E M S

Line Item	Qty of 1351 or less	Qty of 1352 or greater
Setup Charges		
Initial Election Database Setup	$250	$250
Supplemental Ballot Order	$250	$250
General Charges		
Printing 2 sides on 11" & 14" Ballots	$500 flat fee	$0.39 per ballot
Printing 2 sides on 18" Ballots	$500 flat fee	$0.425 per ballot
Perforation	incl	incl
Top or Bottom Stub	incl	incl
Extra Boxes	$1.10	$1.10
Freight	Actual Cost	Actual Cost
Test Ballots		
Prefilling of ovals	incl	incl
Variable Data Printing	incl	incl
Test Ballots Printing on 11" & 14" Ballots	$0.39 per ballot	$0.39 per ballot
Test Ballots Printing on 18" Ballots	$0.425 per ballot	$0.425 per ballot
Polling Place Ballots		
Variable Data Printing	incl	incl
Staple Or Shrink Wrap	incl	incl
Package Ballots in County Specified Order	incl	incl
Additional Party Ballots over Three (DEM, REP, NP)	$0.02 per ballot	$0.02 per ballot
Labeled Boxes	incl	incl
Absentee Ballots		
Scoring	incl	incl
Folding	incl	incl
Variable Data Printing	incl	incl
Package Ballots in County Specified Order	incl	incl
Additional Party Ballots over Three (DEM, REP, NP)	$0.02 per ballot	$0.39 per ballot
Split Packaging to Multi-Delivery Points	N/A	$0.425 per ballot
Mail Ballots		
Scoring	incl	incl
Folding	incl	incl
Variable Data Printing	incl	incl
Package Ballots in County Specified Order	incl	incl
Additional Party Ballots over Three (DEM, REP, NP)	$0.02 per ballot	$0.39 per ballot
Split Packaging to Multi-Delivery Points	N/A	$0.425 per ballot

Appendix A - Exhibit 5

Training Products and Services

DIEBOLD®
E L E C T I O N   S Y S T E M S

	1st Student Per Day/Session	Each Additional Student	Max. Class Size
ELECTION STAFF TRAINING:			
Classroom Training - Held at Customer Site (5 Student Minimum)	$400	$250	20
Classroom Training - Diebold Education Center (Fees assume Students are from same organization)	$150	$100	20
WebEx® Training Sessions (If Available)	$150	$125	10
POLL WORKER TRAINING:			
Classroom Training - Held at Customer Site ($1200 Minimum)	$25	$25	30

Additional Charges May Apply:

Off Site Classroom Training Set Up Fee	$75 per Hour for Actual Time On-Site
Shipping Charges (Laptops, training materials, etc.)	Actual Reimbursable Shipping Charges
Training Materials (Manuals, CDs, DVDs etc.)	$35 per Student

Notes:
- ❖ Instructor's Travel and Living will be billed for reimbursement at actual rates based on Diebold Travel Policy
- ❖ Students trained at the Diebold Education Center are responsible for their own T/L. Hotel info and maps are available.
- ❖ Students are responsible for their own PC setup and connectivity for WebEx® sessions.
- ❖ Sign on directions will be provided by Instructor prior to class dates.

Requirements for On-site Training
Customer requirements:
- ❖ Maximum number of students per class is limited to 20 to ensure an effective training environment.
- ❖ Students will **not** be permitted to share computers. If training is Contracted for larger classes, please request a custom quote.
- ❖ Customer will provide access to training facility/classroom (for set-up and testing) at least one business day prior to the beginning of class.
- ❖ Customer will provide an LCD projector and whiteboard in the training facility/classroom.

Diebold Training will provide:
- ❖ Training materials and laptops (up to 20) and the required software for the student systems.
- ❖ Appropriate CDs, DVDs, and Video Tapes to enhance the training experience.

APPENDIX B
MEMORANDUM OF UNDERSTANDING
BETWEEN THE WYOMING SECRETARY OF STATE
AND _____ (COUNTY OF WYOMING)

Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Secretary of State, [State], whose address is 200 West 24th Street, Cheyenne, Wyoming 82002, and the _____ [County], whose address is _____.

Purpose. The purpose of this MOU is to set forth the responsibilities of the County regarding the purchase, testing, acceptance, safekeeping and ongoing maintenance of voting systems required and funded under the Help America Vote Act and by the State. The Help America Vote Act of 2002, Public Law 107-252, 42 U.S.C. 15301-15545 (HAVA) was signed by the President on October 29, 2002.

The State has entered into a contract with Diebold Election Systems, Inc ("Contractor") whereby voting systems, equipment and software will be purchased for and delivered to the County. That Contract is incorporated into this Contract and is attached and referenced as Appendix A to this MOU. The authority for purchase of the voting systems is provided by HAVA and 2003 Wyo. Sess. Laws Ch. 183.

The type and quantity of qualified voting and management systems to be purchased by the State for use in the County were requested and recommended for purchase to the State by the County Clerk following extensive review. The quantities reflect the HAVA requirements of having at least one accessible voting system for individuals with disabilities to be placed at each polling place. The State, through the Office of Secretary of State, has reviewed that request for completeness, accuracy and reasonableness and has approved same. The request has also been reviewed by a Committee of Wyoming County Clerks. The type and quantity of the systems requested and which will be purchased by the State for the County is attached as Appendix B.

Term of MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated.

Payment. No payment shall be made to either party by the other party as a result of this MOU.

Responsibilities of State. The State shall have the following responsibilities:

A.   The State will pay for the purchase of HAVA-qualified voting systems, related equipment and services for the County, for reasonable expenses related to training on the proper use of the systems and for warranties of this system and maintenance of the equipment and software, to the extent stated in Appendix A. The systems, equipment and services are warranted by Contractor to have been tested and certified under the standards provided by HAVA and warranted to meet the requirements of HAVA for future federal elections, and acknowledged to have been tested and certified under standards separately adopted and implemented in various states for use in future elections in those states. The Contractor will also verify to the State and County that each piece of equipment and software delivered to the County will function properly according to the terms provided in Appendix A.

B.   The State hereby acknowledges that the County owns and holds title to all equipment and voting systems purchased under this MOU, Appendix A and the Contract with _____ on behalf of the County, upon certification, delivery, and verification by the Contractor according to the terms in Appendix A; verification by County according to this MOU; and payment by the State to the Contractor.

Responsibilities of County. The County shall have the following responsibilities:

A.   To assume responsibility for the proper handling, storage, future operation and future replacement of the voting systems and equipment provided to the County under this MOU and Appendix A to the same extent that the County has responsibility for existing voting systems and equipment purchased by the County.

B.   To assume financial and other responsibility for all maintenance services, warranties, operational services, equipment and software upgrades following expiration of those services purchased on behalf of the County by the State under this MOU and Appendix A.

C. To carry out the acceptance and testing of equipment and systems purchased under this MOU and notify the State of any deficiencies as provided in Appendix A.

D. To verify on forms provided by the State that the equipment and software listed in Appendix B was received in good working order.

E. To perform pre-election testing before each election of the Equipment and Software, as defined in Appendix A, in sufficient time to permit the timely repair of the Equipment and Software before each election. County shall notify the State and Contractor of any deficient equipment and shall set a mutually agreed upon schedule between it and Contractor for replacement or repair, pursuant to the terms in Appendix A.

F. To coordinate with Contractor for the ordering and timely delivery of the items supplied by Contractor or sub-Contractors or agents.

G. To attend training as provided by Contractor.

H. To be responsible for determining whether to purchase and maintain extended warranties and install or have installed by Contractor all State-approved upgrades, patches and/or add-on or new products, as provided in Appendix A.

I. To be responsible for the repair or replacement of any components that are consumed in the normal course of operating the equipment, including printer ribbons, paper rolls, batteries, removable memory packs, PCMCIA cards, cancellation stamps, ink pads or red stripe pens.

J. To be responsible for promptly notifying Contractor and State of 1) the failure of performance or defect or other non compliance with Contractor's obligations under the Contract; 2) any equipment damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of County, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions;

K. To only repair, change, modify or alter any equipment as authorized or approved by Contractor.

L. To abide by the terms of the Contract between the Secretary of State's Office and _____ including, but not limited to: Sections 5 (Payment), 8 (Installation), 10 (training), 11 (responsibilities of state), 13 (grant of licenses), 15 (title and risk of loss), 19 (warranties). See Appendix A.

General Provisions

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Entirety of MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been executed before performance begins as described under the terms of this MOU, and until this MOU is approved as to form by the Attorney General or his representative.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F.   **Sovereign Immunity.** The State of Wyoming, Secretary of State's Office and the County do not waive their sovereign immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G.   **Third Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

8.   <u>**Signatures**</u>. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

OFFICE OF SECRETARY OF STATE

_____   _____

[Name and Title]   Date

COUNTY CLERK

_____   _____

[Name and Title]   Date

COUNTY COMMISSIONERS

_____   _____

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ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

_____   _____

Stephanie Anesi   Date
Assistant Attorney General

TOTALS FOR ALL DIEBOLD COUNTIES				2000 REGISTERED VOTERS*	2000 POLLING PLACES*			2004 REGISTERED VOTERS*	2004 POLLING PLACES*
*Totals for 3 Diebold Counties				47,155	71			50,139	77

	NEW ACCUVOTE OPTICAL SCAN "OS" TABULATOR $5,095 per	UPGRADE ACCUVOTE VIS LIGHT SCAN "OS" TABULATOR $1,630.00 per	ACCUVOTE OS ACCUMUL ADAPTER $75 per	ACCUVOTE OS SPARE MEMORY CARDS $250 per	ACCUVOTE OS SUPPLY ITEMS $800.10	UPGRADE ACCUVOTE OS 2002 VOTING STANDARDS $300 per	ACCUVOTE TSx ADA TchSCREEN TABULATOR $2,995 per	ACCUVOTE TSx ADA TchSCREEN KEYPAD/AUD $150 per	ACCUVOTE TSx ADA APPLICATION SOFTWARE $100.00	ACCUVOTE VOTER VERIFIABLE PRNT w/ CASE $481.70 per	TSx VOTER CARD ENCODER w/ 6 CARDS/TSX $403.85	TSx ADM CARD PRCNT CARD SECRTY CARD 3 @ $5	TSx SPARE MEMORY DEVICE $135 per	GEMS APPLICATION SOFTWARE LICENSE ENHANCED $25,000 per	ENHANCED SECURITY KEY CARD TOOL SOFTWARE $10,000 per	ENCODER KEY CARD TOOL ST100 $150.00 per	EARLY VOTE INTERFACE PROG SFTW CARD DEVIC $10,000 for all	BALLOT ON DEMAND PRINTER $10,000 per	COUNTY SERVER ETHER HUB $14,650 per	SHP/INSTL TESTING TRAINING SUPPORT	TOTAL COST OF EACH SCENARIO
CARBON COUNTY	0	0	23	23	0	23	26	26	26	26	52	62	26	0	1	2	1	1	1	1	
x per unit cost	$5,095.00	$1,630.00	$75.00	$250.00	$800.10	$300.00	$2,995.00	$150.00	$100.00	$481.70	$403.85	$5.00	$135.00	$25,000.00	$10,000.00	$150.00	$10,000.00	$10,000.00	$14,650.00	$40,675.00	
COST FOR ITEM	$0.00	$0.00	$1,725.00	$5,750.00	$0.00	$6,900.00	$77,870.00	$3,900.00	$2,600.00	$12,524.20	$21,000.20	$310.00	$3,510.00	$0.00	$10,000.00	$300.00	$10,000.00	$10,000.00	$14,650.00	$40,675.00	$221,714.40
Extended Warranty Hdwr							$380.00	$0.00	$0.00	$100.00	$0.00										
Maint Prog Per x 5 yrs	$20.00		$0.00	$0.00	$0.00		$0.00		$20.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	
Firmware Per x 5 yrs		$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	
MAINT/FIRMWR COST	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,880.00	$0.00	$520.00	$2,600.00	$0.00	$0.00	$0.00	$0.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	$23,800.00
MIMINUM TOTAL COST	$0.00	$0.00	$1,725.00	$5,750.00	$0.00	$6,900.00	$87,750.00	$3,900.00	$3,120.00	$15,124.20	$21,000.20	$310.00	$3,510.00	$0.00	$17,200.00	$300.00	$13,600.00	$10,000.00	$14,650.00	$40,675.00	$245,514.40 / $40,000.00
GOSHEN COUNTY	14	0	14	14	1	0	23	23	23	23	46	56	23	1	1	2	1	1	1	1	
x per unit cost	$5,095.00	$1,630.00	$75.00	$250.00	$800.10	$300.00	$2,995.00	$150.00	$100.00	$481.70	$403.85	$5.00	$135.00	$25,000.00	$10,000.00	$150.00	$10,000.00	$10,000.00	$14,650.00	$36,175.00	
COST FOR ITEM	$71,330.00	$0.00	$1,050.00	$3,500.00	$800.10	$0.00	$68,885.00	$3,450.00	$2,300.00	$11,079.10	$18,577.10	$280.00	$3,105.00	$25,000.00	$10,000.00	$300.00	$10,000.00	$10,000.00	$14,650.00	$36,175.00	$290,481.30
Extended Warranty Hdwr	$0.00	$0.00					$380.00	$0.00	$0.00	$100.00	$0.00	$0.00									
Maint Prog Per x 5 yrs	$20.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	
Firmware Per x 5 yrs	$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	$0.00	$0.00	$0.00	
MAINT/FIRMWR COST	$280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,740.00	$0.00	$460.00	$2,300.00	$0.00	$0.00	$0.00	$18,000.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	$40,580.00
CLERK'S 1st REQ COST	$71,610.00	$0.00	$1,050.00	$3,500.00	$800.10	$0.00	$77,625.00	$3,450.00	$2,760.00	$13,379.10	$18,577.10	$280.00	$3,105.00	$43,000.00	$17,200.00	$300.00	$13,600.00	$10,000.00	$14,650.00	$36,175.00	$331,061.30 / $60,000.00
LARAMIE COUNTY	0	53	60	0	0	60	60	60	60	60	120	190	60	0	1	2	0	1	1	1	
x per unit cost	$5,095.00	$1,630.00	$75.00	$250.00	$800.10	$300.00	$2,995.00	$150.00	$100.00	$481.70	$403.85	$5.00	$135.00	$25,000.00	$10,000.00	$150.00	$10,000.00	$10,000.00	$14,650.00	$45,920.00	
COST FOR ITEM	$0.00	$86,390.00	$4,500.00	$0.00	$0.00	$18,000.00	$179,700.00	$9,000.00	$6,000.00	$28,902.00	$48,462.00	$950.00	$8,100.00	$0.00	$10,000.00	$300.00	$0.00	$10,000.00	$14,650.00	$45,920.00	$470,874.00
Extended Warranty Hdwr	$0.00	$0.00					$380.00	$0.00	$0.00	$100.00	$0.00	$0.00									
Maint Prog Per x 5 yrs	$20.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	
Firmware Per x 5 yrs		$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	$0.00	$0.00	
MAINT/FIRMWR COST	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,800.00	$0.00	$1,200.00	$6,000.00	$0.00	$0.00	$0.00	$0.00	$7,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,200.00
CLERK/DIEBOLD COST	$0.00	$86,390.00	$4,500.00	$0.00	$0.00	$18,000.00	$202,500.00	$9,000.00	$7,200.00	$34,902.00	$48,462.00	$950.00	$8,100.00	$0.00	$17,200.00	$300.00	$0.00	$10,000.00	$14,650.00	$45,920.00	$508,074.00 / $75,000.00
DIEBOLD 3 COUNTY TOTAL	14	53	97	37	1	83	109	109	109	109	218	308	109	1	3	6	2	3	3	1	
x per unit cost	$5,095.00	$1,630.00	$75.00	$250.00	$800.10	$300.00	$2,995.00	$150.00	$100.00	$481.70	$403.85	$5.00	$135.00	$25,000.00	$10,000.00	$150.00	$10,000.00	$10,000.00	$14,650.00	$122,770.00	
COST FOR ITEM	$71,330.00	$86,390.00	$7,275.00	$9,250.00	$800.10	$24,900.00	$326,455.00	$16,350.00	$10,900.00	$52,505.30	$88,039.30	$1,540.00	$14,715.00	$25,000.00	$30,000.00	$900.00	$20,000.00	$30,000.00	$43,950.00	$122,770.00	$983,069.70
Extended Warranty Hdwr							$380.00	$0.00	$0.00	$100.00	$0.00	$0.00									
Maint Prog Per x 5 yrs	$20.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	$7,200.00	$0.00	$3,600.00	$0.00	$0.00	$0.00	
Firmware Per x 5 yrs		$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	$0.00	$0.00	
MAINT/FIRMWR COST	$280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,420.00	$0.00	$2,180.00	$10,900.00	$0.00	$0.00	$0.00	$18,000.00	$21,600.00	$0.00	$7,200.00	$0.00	$0.00	$0.00	$101,580.00
CLERK/DIEBOLD COST	$71,610.00	$86,390.00	$7,275.00	$9,250.00	$800.10	$24,900.00	$367,875.00	$16,350.00	$13,080.00	$63,405.30	$88,039.30	$1,540.00	$14,715.00	$43,000.00	$51,600.00	$900.00	$27,200.00	$30,000.00	$43,950.00	$122,770.00	$1,084,649.70 / $175,000.00 / $909,649.70

Carbon County, Wyoming
Pricing revision 10-20-05
TS for ADA use

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		AccuVote OS Optical Scan Tabulators		
1	23	Upgrade to 2002 Voting Systems Standards*	$300.00	$6,900.00
		Note: Includes two-way shipping charges and remote services to perform upgrade. No onsite labor included.		
2	23	Additonal backup AVOS memory cards	$250.00	$5,750.00
3	23	Optical Scan Accumulation Adaptor	$75.00	$1,725.00
		Optical Scan Equipment		**$14,375.00**
		Electronic Ballot Tabulators		
4	26	*AccuVote-TSx Tabulator* includes:	$2,995.00	$77,870.00
		Printer Ribbon/Paper		
		Internal Battery		
		Integrated Voting Booth		
		Memory Device		
5	52	Voter Card encoders	$395.00	$20,540.00
6	26	TSx application software	$100.00	$2,600.00
7	5	TSx Election Administrator Card	$5.00	$25.00
8	52	TSx Precinct Supervisor Card	$5.00	$260.00
9	5	TSx Election Security Key Card	$5.00	$25.00
10	156	TSx Voter Cards (6 per unit)	$2.95	$460.20
11	26	ADA Keypad and Audio Headset	$150.00	$3,900.00
12	26	Spare TSx Memory Device	$135.00	$3,510.00
		Touchscreen Equipment		**$109,190.20**
		Vote Counting Application Software/Hardware		
13	1	Enchanced Security application (Key Card Tool)	$10,000.00	$10,000.00
14	1	Central Server System (includes installation)	$14,500.00	$14,500.00
15	1	VR Interface for early voting	$5,000.00	$5,000.00
16	1	VC Programmer software	$5,000.00	$5,000.00
17	1	Ethernet hub	$150.00	$150.00
18	2	ST100 (encoder for Key Card tool)	$150.00	$300.00
19	1	Ballot on demand printer	$10,000.00	$10,000.00
		Total Vote Counting Software/Hardware		**$44,950.00**
		Installation Services		
		Installation & Support includes:		
20		Acceptance Testing (on-site)		$1,150.00
21		Staff Training (on-site)		$2,700.00
22		2006 Election Support (2 elections) which includes:		
23		-On-Site L&A Preparation Support		$6,800.00
24		-Ballot Programming Services		$6,900.00
25		-GEMS central server support		$10,200.00
26		-Pollworker Training		$4,600.00
27		-On-Site Election Day Support Rovers - (2 per election)		$7,000.00
28		**Installation & Support Services**		**$39,350.00**
29		**SubTotal**		**$207,865.20**
30		Allowance		($40,000.00)
31		Shipping/Insurance		$ 1,325.00
32		**System Total, without Items Pending State Certification**		**$169,190.20**
		Items Pending State Certification		
33	26	TSx AVPM (Voter Verifiable Printer)	$350.00	$9,100.00
34	26	Tsx AVPM Carrying Case	$115.00	$2,990.00
35	26	AVPM spare security canisters	$15.00	$390.00
36	26	AVPM spare paper rolls	$1.70	$44.20
		SubTotal Items Pending State Certification		**$12,524.20**
		System Total, including Items Pending Certification		**$181,714.40**

		Warranties	Unit Fee	Post 1 yr-Annual Amt
37	26	Initial 12-month warranty (TS plus AVPM)	included	included
38	26	Annual cost of TS extended warranty	$95.00	$2,470.00
39	26	Annual cost of AVPM extended warranty	$25.00	$650.00
40	1	Annual maintenance of Key Card tool software license	$1,800.00	$1,800.00
41	1	Annual maintenance of VC Programmer software license	$900.00	$900.00
42	26	Annual maintenance of TS software application license	$5.00	$130.00

Note: Extended warranties can be purchased in advance and pro-rated to coincide with a calendar year.

		Optional Election Supplies		
43	0	TSX Warehouse cart (4-unit)	$368.00	$0.00
44	0	TSX Warehouse cart (5-unit)	$384.00	$0.00
45	0	TSX Warehouse cart (6-unit)	$400.00	$0.00
46	0	AVPM security canisters	$15.00	$0.00
47	0	AVPM paper rolls	$1.70	$0.00

Additional sales tax may apply and is not included in above pricing.

Additional Onsite Election Support:
Diebold Election Systems' rates for onsite election services, after the 2006 Primary and General Election is:
$1200/day (plus actual travel expenses estimated at $1000/election)
3-day minimum for Election Day support applies for estimated per election cost $4600

All listed items will have successfully completed the 2002 Federal Voting Systems Standards before use in the State of Wyoming.

Appendix D- Exhibit 2
Goshen County, Wyoming
Pricing revision 10-20-05
OS for precincts; TS for ADA use

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		AccuVote OS Optical Scan Tabulators		
1	14	***AccuVote-OS Tabulator* includes:**	$4,995.00	$69,930.00
		Internal Modem/Phone Cord		
		Printer Ribbon/Paper		
		Internal Battery		
		Carrying Case		
		Memory Card Device (128Kb)		
		Ballot Box		
2	14	AVOS application software	$100.00	$1,400.00
3	14	Backup AVOS memory cards	$250.00	$3,500.00
4	14	Optical Scan Accumulation Adaptor	$75.00	$1,050.00
		AVOS supplies:		
5	11	Ballot transfer bags	$35.00	$385.00
6	11	Marking pens (12 per pkg)	$6.00	$66.00
7	10	Spare paper rolls	$0.99	$9.90
8	10	Spare ribbon	$5.99	$59.90
9	70	14" Ballot Secrecy sleeves	$3.99	$279.30
		Optical Scan Equipment		**$76,680.10**
		Electronic Ballot Tabulators		
10	23	***AccuVote-TSx Tabulator* includes:**	$2,995.00	$68,885.00
		Printer Ribbon/Paper		
		Internal Battery		
		Integrated Voting Booth		
		Memory Device		
11	46	Voter Card encoders	$395.00	$18,170.00
12	23	TSx application software	$100.00	$2,300.00
13	5	TSx Election Administrator Card	$5.00	$25.00
14	46	TSx Precinct Supervisor Card	$5.00	$230.00
15	5	TSx Election Security Key Card	$5.00	$25.00
16	138	TSx Voter Cards (6 per unit)	$2.95	$407.10
17	23	ADA Keypad and Audio Headset	$150.00	$3,450.00
18	23	Spare TSx Memory Device	$135.00	$3,105.00
		Touchscreen Equipment		**$96,597.10**
		Vote Counting Application Software/Hardware		
19	1	GEMS application software license	$25,000.00	$25,000.00
20	1	Enchanced Security application (Key Card Tool)	$10,000.00	$10,000.00
21	1	Central Server System (includes installation)	$14,500.00	$14,500.00
22	1	VR Interface for early voting	$5,000.00	$5,000.00
23	1	VC Programmer software	$5,000.00	$5,000.00
24	1	Ethernet hub	$150.00	$150.00
25	2	ST100 (encoder for Key Card tool)	$150.00	$300.00
26	1	Ballot on demand printer	$10,000.00	$10,000.00
		Total Vote Counting Software/Hardware		**$69,950.00**
		Installation Services		
		Installation & Support includes:		
27		Acceptance Testing of equipment (on-site)		$1,400.00
28		Staff Training (on-site)		$5,400.00
29		2006 Election Support (2 elections) which includes:		
30		-On-Site L&A Preparation Support		$6,800.00
31		-Ballot Programming Services		$4,200.00
32		-GEMS central server support		$10,200.00
33		-Pollworker Training assistance		$2,800.00
34		-On-Site Election Day Support Rovers - (1 per election)		$3,500.00
35		**Installation & Support Services**		**$34,300.00**
36		**SubTotal**		**$277,527.20**
37		Allowance		($60,000.00)
38		Shipping/Insurance	$	1,875.00
39		**System Total , without Items Pending State Certification**		**$219,402.20**
		Items Pending State Certification		
40	23	TSx AVPM (Voter Verifiable Printer)	$350.00	$8,050.00
41	23	Tsx AVPM Carrying Case	$115.00	$2,645.00
42	23	AVPM spare security canisters	$15.00	$345.00
43	23	AVPM spare paper rolls	$1.70	$39.10
		SubTotal Items Pending State Certification		**$11,079.10**
		System Total, including Items Pending Certification		**$230,481.30**

ITEM	QTY	**Warranties**	Unit Fee	Post 1 yr-Annual Amt
44	23	Initial 12-month warranty (TS plus AVPM)	included	included
45	23	Annual cost of TS extended warranty	$95.00	$2,185.00
46	23	Annual cost of AVPM extended warranty	$25.00	$575.00
47	1	Annual maintenance of Key Card tool software license	$1,800.00	$1,800.00
48	1	Annual maintenance of VC Programmer software license	$900.00	$900.00
49	14	Annual maintenance of OS software application license	$5.00	$70.00
50	23	Annual maintenance of TS software application license	$5.00	$115.00
51	1	Annual maintenance of GEMS software license	$4,500.00	$4,500.00

Note: Extended warranties can be purchased in advance and pro-rated to coincide with a calendar year.

ITEM	QTY	**Optional Election Supplies**	UNIT PRICE	EXTENSION
52	0	TSX Warehouse cart (4-unit)	$368.00	$0.00
53	0	TSX Warehouse cart (5-unit)	$384.00	$0.00
54	0	TSX Warehouse cart (6-unit)	$400.00	$0.00
55	0	AVPM security canisters	$15.00	$0.00
56	0	AVPM paper rolls	$1.70	$0.00

Additional sales tax may apply and is not included in above pricing.

Additional Onsite Election Support:
Diebold Election Systems' rates for onsite election services, after the 2006 Primary and General Election is:
$1200/day (plus actual travel expenses estimated at $1000/election)
3-day minimum for Election Day support applies for estimated per election cost $4600

All listed items will have successfully completed the 2002 Federal Voting Systems Standards before use in the State of Wyoming.

Appendix D- Exhibit 3
Laramie County, Wyoming
Pricing revision 10-20-05
ADA TS units plus OS 2002 upgrade

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		AccuVote OS Optical Scan Tabulators		
1	53	Upgrade to visible light technology*	$1,630.00	$86,390.00
2	60	Upgrade to 2002 Voting Systems Standards*	$300.00	$18,000.00
		Note: Includes two-way shipping charges and remote services to perform upgrade. No onsite labor included.		
3	60	Optical Scan Accumulation Adapter	$75.00	$4,500.00
		Electronic Ballot Tabulators		
4	60	*AccuVote-TSx Tabulator* includes:	$2,995.00	$179,700.00
		Printer Ribbon/Paper		
		Internal Battery		
		Integrated Voting Booth		
		Memory Device		
5	120	Voter Card encoders	$395.00	$47,400.00
6	60	TSx application software	$100.00	$6,000.00
7	10	TSx Election Administrator Card	$5.00	$50.00
8	120	TSx Precinct Supervisor Card	$5.00	$600.00
9	60	TSx Election Security Key Card	$5.00	$300.00
10	360	TSx Voter Cards (4 per unit)	$2.95	$1,062.00
11	60	ADA Keypad and Audio Headset	$150.00	$9,000.00
12	60	Spare TSx Memory Device	$135.00	$8,100.00
		Precinct Equipment		**$361,102.00**
		Vote Counting Application Software/Hardware		
13	1	Enchanced Security application (Key Card Tool)	$10,000.00	$10,000.00
14	1	Central Server System (includes installation)	$14,500.00	$14,500.00
15	1	Ethernet hub	$150.00	$150.00
16	2	ST100 (encoder for Key Card tool)	$150.00	$300.00
17	1	Ballot on demand printer	$10,000.00	$10,000.00
		Total Vote Counting Software/Hardware		**$34,950.00**
		Installation Services		
		Installation & Support includes:		
18		Acceptance Testing (on-site)		$3,000.00
19		Staff Training (on-site)		$4,500.00
20		2006 Election Support (2 elections) which includes:		
21		-On-Site L&A Preparation Support		$6,800.00
22		-Pollworker Training Assistance		$9,600.00
23		-Ballot Programming Services		$3,100.00
24		-On-Site Election Day Support Specialist		$10,200.00
25		-On-Site Election Day Support Rovers - (1 per election)		$3,500.00
26		**Installation & Support Services**		**$40,700.00**
27		**SubTotal**		**$436,752.00**
28		Allowance		($75,000.00)
29		Shipping/Insurance		$5,220.00
30		**System Total, without Items Pending State Certification**		**$366,972.00**
		Items Pending State Certification		
31	60	TSx AVPM (Voter Verifiable Printer)	$350.00	$21,000.00
32	60	Tsx AVPM Carrying Case	$115.00	$6,900.00
33	60	AVPM spare security canisters	$15.00	$900.00
34	60	AVPM spare paper rolls	$1.70	$102.00
		SubTotal Items Pending State Certification		**$28,902.00**
		System Total, including Items Pending Certification		**$395,874.00**

ITEM	QTY	DESCRIPTION	Unit Fee	Post 1 yr-Annual Amt
		Warranties		
35	60	Initial 12-month warranty	included	included
36	60	Annual cost of TS extended warranty	$95.00	$5,700.00
37	60	Annual cost of AVPM extended warranty	$25.00	$1,500.00
38	60	Annual maintenance of TS software application	$5.00	$300.00
39	1	Annual maintenance of Key Card tool software application	$1,800.00	$1,800.00

Note: Extended warranties can be purchased in advance and pro-rated to coincide with a calendar year.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
		Optional Election Supplies		
40	0	TSX Warehouse cart (4-unit)	$368.00	$0.00
41	0	TSX Warehouse cart (5-unit)	$384.00	$0.00
42	0	TSX Warehouse cart (6-unit)	$400.00	$0.00
43	0	AVPM security canisters	$15.00	$0.00
44	0	AVPM paper rolls	$1.70	$0.00

Additional sales tax may apply and is not included in above pricing.

Additional Onsite Election Support:

Diebold Election Systems' rates for onsite election services, after the 2006 Primary and General Election is:
$1200/day (plus actual travel expenses estimated at $1000/election)
3-day minimum for Election Day support applies for estimated per election cost $4600

All listed items will have successfully completed the 2002 Federal Voting Systems Standards before use in the State of Wyoming.

APPENDIX E

After First Year
Software Application License and Maintenance Fees
Hardware Maintenance Fees

o   Exhibit 1 –Software License and Maintenance Services Schedule
o   Exhibit 2 – Hardware Warranty Services Schedule

o   The State of Wyoming shall serve as a limited purchasing agent for and on behalf of the Counties with respect to the Warranties provisions herein.

1.   **CONTRACTOR's Responsibilities**

   1.1.   Exhibit 1 (Software Licenses and Maintenance Services Schedule) and the terms and conditions specified therein will survive any expiration or termination of this Contract for the duration of the Warranty Period and all applicable Software Renewal Terms (as defined in Exhibit 1).

   1.2.   Exhibit 2 (Hardware Warranty Services Schedule) and the terms and conditions specified therein will survive any expiration or termination of this Contract for the duration of the Warranty Period and all applicable Hardware Renewal Terms (as defined in Exhibit 2).

   1.3.   Contract Section 6 (Payment) (to extent of any payments still due) and Contract Section 21 I. (Confidential Information) will survive any expiration or termination of this Contract in accordance with their respective terms.

   1.4.   In addition to the foregoing, terms of this Contract that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for conduct or events taking place before such expiration or termination.

2.   **CONTRACTOR's Responsibilities**

   2.1.   The Contractor shall provide the licenses, maintenance and support specified in Exhibit 1 during the Warranty Period and all Software Renewal Terms (as defined in Exhibit 1).

   2.2.   The Contractor shall provide the hardware warranty services specified in Exhibit 2 during the Warranty Period and all Hardware Renewal Terms (as defined in Exhibit 2).

3.   **Warranties**

   3.1.   Warranty Duration. The following warranties will apply to all the Contractor's Software and Contractor's Hardware during the Warranty Period. Thereafter, such warranties will apply to all Contactor's Software during all Software Renewal Terms and to all Warranted Hardware (as defined in Exhibits 1 & 2) during all Renewal Terms.

   3.2.   Contractor Software. Contractor warrants that the Contractor Software will perform free of defects that would prevent the System from operating in conformity in all material respects with its Specifications, so long as such Contractor Software is operated with Contractor Hardware and with Third-Party

Products approved by the Contractor for use with the Contractor Software.

   3.3.   Contractor Hardware. The Contractor warrants that the Contractor Hardware will perform free of defects that would prevent the System from operating in conformity in all material respects with its Specifications, so long as such Contractor Hardware is operated with the Contractor Software and with Third-Party Products approved by the Contractor for use with the Contractor's Hardware.

   3.4.   Third-Party Products. The warranties in Sections 3.2. and 3.3 do not apply to any Third-Party Products, except that:

      3.4.1.   To the extent permitted by the manufacturers of Third-Party Products, the Contractor shall pass through to Stater all warranties such manufacturers make to the Contractor regarding the operation of such Third-Party Products; and

      3.4.2.   The Contractor warrants that all components of the Contractor's Software and the Contractor's Hardware will interface and function properly with the Third-Party Products so long as such Third-Party Products operate in compliance with all applicable manufacturers' warranties.

   3.5.   No Other Warranties. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   3.6.   Interpretation. This Contract, including its Appendices and Exhibits, which incorporated herein by this reference, is the complete and final expression of the parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the parties regarding such subject matter. In the event of any conflict between these provisions and any provisions set forth in any other part of this Contract, these provisions in Appendix E will prevail. No amendment or supplement to this Contract is effective unless in writing and signed by both parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Contract.

* Starting in year two (2), Annual Extended Warranty Fees shall be subject to an annual price increase in accordance with the Consumer Price Index ("CPI") as calculated each year for the West Urban Region. Contractor agrees pursuant to this Contract to lock in the Extended Warranty Prices with an up to 3% increase cap per year through December 31, 2010, unless the CPI increases by a factor up to 6% whereby the Contractor shall be permitted to increase the Extended Warranty Prices to the extent of the CPI changes. If State or County fails to timely pay any installment of such Annual Renewal Warranty Fees, reinstatement of licenses and maintenance services will be subject to payment at Contactor's then current rates Subject to increase upon purchase of additional units at applicable per-unit rate.

Exhibit 1 Term. This Appendix D-Exhibit 1 is effective as of the Effective Date and, if not extended as provided herein, expires on the last day of the Warranty Period. State or County may thereafter extend the effectiveness of this Exhibit 1 for up to 20 successive one-year renewal periods (each, a "Software Renewal Term") by paying, for each Software Renewal Term, the Annual Software License and Maintenance Fee set forth in Exhibit 1 of the Contract at least thirty (30) days before such Software Renewal Term begins. The period during which this Exhibit 2 is in effect is referred to herein as the "Exhibit 1 Term." On expiration of the Exhibit 1 Term (a) the licenses granted in this Exhibit 1 will automatically terminate, (b) County shall cease any further use of the Contractor Software and (c) Contractor may cease performing the maintenance services set forth in this Exhibit 1.

1. **Payment.** The total of all initial payments specified in the Contract (excluding renewal fees) includes payment in full, for the Original Warranty Period, for the licenses, maintenance and support described in this Exhibit 1. Each Annual Software License and Maintenance Fee constitutes payment in full, for the duration of the applicable Software Renewal Term, for the licenses, maintenance and support described in this Exhibit 1.

2. **License to CONTRACTOR Software.** Subject to the terms of this Exhibit 2 and the Contract, Contractor grants County a non-exclusive license, without the right to transfer or sublicense, to use, during the Exhibit 1 Term, for the purpose of preparing for and conducting federal, state or local elections, run-offs, referenda and other similar voting events that take place within State of Wyoming, the numbers of copies specified in Exhibit 1 of the Contractor's Software applications identified therein. This license may be exercised by County officials, employees and volunteers authorized by County to conduct the above-described elections.

3. **Third-Party Products.** Subject to the terms of this Exhibit 1 and the Contract, Contractor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to County for use during the Exhibit 1 Term as part of the System for the purposes described in Section 3 of this Exhibit 1. This sublicense is conditioned on County's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

4. **No Other Licenses.** Other than as expressly set forth in this Exhibit 1, (a) Contractor grants no licenses, expressly or by implication, and (b) Contractor's entering into and performing the Contract (including this Exhibit 1) will not be deemed to license or assign any intellectual property rights of the Contractor to County or any third party. Without limiting the forgoing sentence, County agrees to use each copy of the AccuVote TSx firmware, or AccuVote OS firmware, only on the AccuVote TSx unit, or AccuVote OS unit, with which the copy is supplied, agrees not to use any Contractor Software as a service bureau for elections outside the Counties of Carbon, Goshen or Laramie, Wyoming and agrees not to reverse engineer or otherwise attempt to derive the source code of any Contractor Software.

5. **CONTRACTOR Software Maintenance**

    5.1. During the Appendix E Exhibit 1 Term, Contractor shall maintain the Contractor's Software so that it operates in conformity at all times with the warranties set forth in the Contract. Contractor shall correct any reproducible error affecting the Contractor's Software. Suspected error conditions will be investigated and corrected by Contractor personnel at the Contractor's office to the extent possible. Repair or replacement under this Exhibit 1 will be the exclusive remedy for any defects in the operation of the Contractor's Software.

    5.2. If a problem cannot be resolved using remote diagnostics, upon the authorization of the County, CONTRACTOR will send a specialist to the Customer's premises under the following terms:

    5.3. If the problem lies solely with Contractor's Software, Contractor is responsible for all expenses associated with the resolution of the problem, provided that the County has incorporated all error corrections or changes to the Contractor's Software within ten (10) days after receiving them from Contractor.

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

    5.5. As is reasonably necessary for the Contractor to provide maintenance and support, the County shall provide access to its personnel and premises, be responsible for maintaining all necessary computer hardware (other than Warranted Hardware), communications equipment, telephone lines, cabling and modems, and make available paper, disk packs and other similar supplies.

6. **Enhancements and Upgrades.** During the Exhibit 1 Term, the Contractor shall provide Enhancements and Upgrades (each as defined below) to the County, as provided by contract and authorized by the State under the following terms and conditions.

    6.1. Contractor may provide the County with unsolicited error corrections or changes to the Contractor's Software that Contractor determines from time to time are necessary for proper operation of the System ("Enhancements").

    6.2. Contractor may release Contractor's Software improvements that add to or change the functionality characterizing the Contractor's Software as of the Effective Date ("Upgrades"). Upgrades do not include later released versions of the Contractor Software with a higher version number.

    6.3. Contractor shall provide County with all Enhancements and Upgrades during the Exhibit 1 Term upon availability. County shall incorporate each Enhancement and Upgrade within ten days after receipt from Contractor, unless Contractor consents in writing to a delay in such incorporation. Each Enhancement and Upgrade will be, from and after delivery to County, licensed to County under this Exhibit 1 and treated for all purposes as part of the Contractor Software.

7. **Incorporation of Provisions Surviving Expiration or Termination of Term.** Effective upon expiration or termination of the Term of the Contract, Sections 4, 6, 17; Sections 21 C, D, I, M N. P, V X, DD, EE of the Contract will be incorporated in this Exhibit 1 as if fully set forth herein, and will survive such expiration or termination (along with those specified in Section 6 of the Contract) for the remainder of the Exhibit 1 Term.

Recurring Fees (After Warranty Period) January 1, 2007

REF.	QTY.	DESCRIPTION	* PER-UNIT PRICE	EXTENSION
		*Ongoing License, Maintenance, and Extended Warranty Fees		
		Annual Software License and Maintenance Fees (Mandatory)		
		GEMS Election Management Software	18% GEMS purchase price	
		AVTSx Ballot Station Software	5.00	
		Key Card Software Tool	1,800.00	
		VC Programmer Software	900.00	
		AVOS Firmware	5.00	

HARDWARE WARRANTY SERVICES SCHEDULE

Exhibit 2 Term. This Exhibit 2 is effective as of the Effective Date and, if not extended as provided herein, expires on the last day of the Warranty Period. State or County may thereafter extend the effectiveness of this Exhibit 2 for up to 20 successive one-year renewal periods (each, a "Hardware Renewal Term") by paying, for each Hardware Renewal Term, the Annual Extended Hardware Warranty Fee set forth in the Contract at least 30 days before such Hardware Renewal Term begins. The period during which this Exhibit 2 is in effect is referred to herein as the "Exhibit 2 Term."

1. **Payment.** The total of all initial payments specified in the Contract (excluding renewal fees) includes payment in full, for the Original Warranty Period, for the hardware warranty services described in this Exhibit 2. Each Annual Extended Hardware Warranty Fee constitutes payment in full for the hardware warranty services described in this Exhibit 2 for the duration of the applicable Hardware Renewal Term.

2. **Warranted Hardware**

    2.1.   During the Exhibit 2 Term, the Contractor shall maintain the items of the Contractor's Hardware identified in Appendix D and any other items of the Contractor's Hardware for which State or County purchases extended warranty services under this Exhibit 2 (collectively, "Warranted Hardware"), so that they operate in conformity at all times with the warranties set forth in the Contract. If any item of the Warranted Hardware fails during the Exhibit 2 Term to operate in conformity with the warranties set forth in the Contract, the Contractor shall fully repair or, at the Contractor's option, replace the Warranted Hardware. The following conditions apply:

    2.2.   County shall bear the shipping costs to return the malfunctioning item of Warranted Hardware to the Contractor and the Contractor shall bear the costs for ground-shipping the repaired or replaced item of Warranted Hardware to County.

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

    2.4.   In special or unusual circumstances, authorized County may request to borrow a hardware unit that can serve as a temporary replacement for the malfunctioning item of Warranted Hardware ("Loaner"). The Contractor may, at its discretion, provide a Loaner, as authorized by the State for the County to use for election activity until the covered item is repaired or replaced. The Contractor and County shall agree in advance that the loaner for Warranted Hardware shall at all times be free during the warranty period.

    2.5.   For the avoidance of doubt, the following services are among those not covered by the payments identified in Section 2 above, and are available at the Contractor's then current time and material rates.

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

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

        2.5.3.   The repair, refitting or replacement of any of the Contractor's Hardware to comply with the changes in any applicable laws or regulations becoming effective after acceptance of such Hardware.

3. **Gaps in Warranty Coverage.** State or County may purchase extended hardware warranty services under this Appendix E- Exhibit 2 for items of the Contractor's Hardware for which coverage has lapsed. In such case, in addition to payment of the applicable Annual Extended Hardware Warranty Fee, State or County will pay at the Contractor's then current time and material rates for inspections and repairs required to bring the items of the Contractor's Hardware up to warranty-level standards.

4. **Incorporation of Provisions Surviving Expiration or Termination of Term.** Effective upon expiration or termination of the Term of the Contract, Sections 4, 6, 17, Sections 21 C,D,I,M,N,P,V,X,DD,EE of the Contract will be incorporated in this Exhibit 2 as if fully set forth herein, and will survive such expiration or termination (along with those specified in Section 6 of the Contract) for the remainder of the Exhibit 2 Term.

Recurring Fees (After Warranty Period) January 1, 2007

REF.	QTY.	DESCRIPTION	* PER-UNIT PRICE	EXTENSION
		*Extended Warranty Fees		
		Annual Extended Hardware Warranty Fees (After Initial Warranty Period)		
		AccuVote TSx unit	95.00	
		TSx Voter Verifiable Printer Module (AVVPM)	25.00	
		AccuVote Optical Scan unit	150.00	

Proposed Election Services for Wyoming Counties

CONTRACTOR has quoted the following support services:

On site acceptance testing
On site staff training
On site Train the Trainer Poll worker training
On site Logic and Accuracy Preparation (Primary and General 2006)
Ballot layout assistance
On site election day support (one technician in each county – Primary and General 2006)

Acceptance Testing— The touch screen units, optical scan units and voter verifiable printers will be tested by qualified Diebold staff. Counties are encouraged to participate in the process.

Regional Technician –Lead focal point for the three counties.
- Primary contact for counties
- Insures that installation is on track
- Will assist in the development of logic and accuracy plan
- Serves as the GEMS subject matter expert
- Assists with ballot layout

County Technicians – On site for Primary and General Election
- Assists in the Logic and Accuracy process (on site)
- Assists in tabulation of results election night (on site)
- Assists with canvass of results
- Assists with creation of any special reports

Rovers Support

- Visit polling sites and assist site staff at precinct level
- Provides troubleshooting assistance as necessary
- In addition to the Diebold county technician, each county is slated for the following number of rovers during the Primary and General Election 2006

>   Carbon County – 2 rovers per election
>   Goshen County – 1 rover per election
>   Laramie County – 3 rovers per election

- Counties should anticipate providing additional rovers as necessary

Appendix G

TRAINING PLAN

Overview

Learning often involves new skills, developing new behaviors. If learning is to be more than collecting new information, then we must involve ourselves completely in our learning experiences. The training department for Diebold Election Systems maintains focus on these two precepts and incorporates cognitive learning strategies to meet these challenges.

Our goals are simple:

- Provide the student all the tools necessary to be successful
- Constant search for innovative training efficiencies
- Assume full ownership of training success
- Turn key training implementation

To successfully implement a new voting system for Carbon, Goshen and Laramie Counties requires hard work, coordination, flawless project execution and a tremendous amount of knowledge transfer. The following information is to acquaint you with our plans for fulfilling our stated goals, an explanation of our training methodologies, and our proposal for accomplishing the knowledge transfer.

Approach

Diebold Election Systems Training Department bases much of its training regimen on a concept known as Instructional System Design or ISD. This group of theories has been used successfully in institutions of higher learning for many years. The concepts are not strictly regimented allowing for liberal interpretation to fit the circumstance.

Training involves the mental acquisition of new technology, education involves training people to perform new tasks, and development involves training people to acquire and accept new viewpoints.

Our training department attempts to incorporate all three. With the introduction of a new voting

system, many paradigm shifts are required and are necessary for the successful transition. Careful analyses are required to fully understand the magnitude of these shifts. In order to alleviate gaps in our preparation to minimize the anxieties inherent with the transition, a training steward will be assigned to work directly with each of the three counties to better understand the local issues.

Once the geographic and demographic concerns are studied, the process moves towards needs analyses and developmental concerns. At this point our attention shifts toward course and curriculum development. We follow a concept trumpeted by Stephen Covey, "Begin with the End in Mind". The following is a chart depicting the basic course implementation flow.

Basic Overview of the Contractor's Approaches to Training

The following points outline our systematic training processes. A systems approach ensures a comprehensive training process that remains focused on the needs of the students. The process typically includes the phases:

1. *Analyze* the customer needs and identify training goals which, when reached, will equip learner's with knowledge and skills to meet the organization's needs. Usually this phase also includes identifying when training should occur and who should attend as learners.

2. *Design* a training system that learners and trainers can implement to meet the learning goals; typically includes identifying learning objectives (which culminate in reaching the learning goals), needed facilities, necessary research, course content, lessons and sequence of lessons

3. *Develop* a training "package" of resources and materials, including, e.g., developing videos, Quick Reference Guides, manuals, etc.

4. *Implement* the training package, including delivering the training, customer group feedback, clarifying training materials, administering tests and conducting the final evaluations. This phase can include administrative activities, such as copying, scheduling classrooms and venues, taking attendance data.

5. *Evaluate* training, including before, during and after implementation of training.

In a systematic approach to training, each phase of the process produces results needed by the next phase. For example, the training analysis phase produces learning goals that are used by the next phase, training design. Training design (often called instructional design) references the goals to design methods and materials from which learners can reach the goals and objectives. Typically, each phase provides ongoing evaluation feedback to other phases in order to improve the overall systems process.

Diebold Election Systems
Course Implementation
Flow

- Training Task Analysis
- Initial Course Design
- Evaluation And Quality Control
- Course Implementation
- Final Course Development
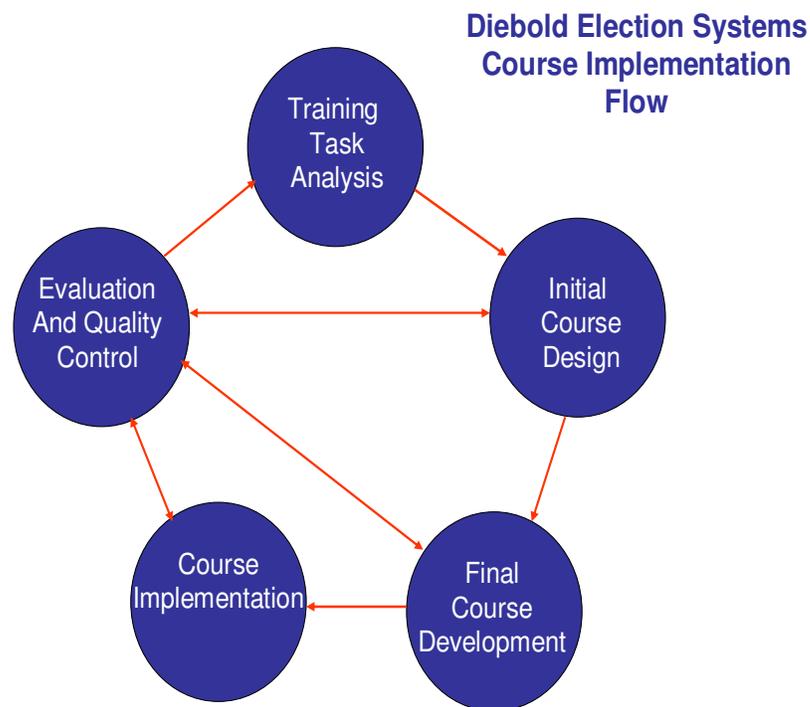
The training will consist of both hands on and theoretical operation of the systems. Written tests and hands on performance tests are requirements for student certification at all training levels. Dependant upon the discipline, the student may be required to perform all physical duties, create appropriate media (databases, CDs, reports, etc.), troubleshoot, set up, take down, store, repair, and otherwise demonstrate mastery to obtain certification.

All students will receive appropriate course documentation specifically designed to convey the information necessary for knowledge transfer. Training curricula will be developed to ensure

training will meet each counties' expectations. The DESI team will employ a continuous improvement process to refine course curriculum to meet the training objectives, as necessary. After consulting with each county, DESI will modify curriculum content as necessary.

Training Quality Assurance

The Contractor's team will maintain class attendance rosters to confirm participation in the courses. The Contractor will provide course completion certificates and an end-of-course exercise to test class attendees on content comprehension. The Contractor will consult with Carbon, Goshen and Laramie Counties personnel to determine if and when this portion of our training approach is appropriate. If appropriate, and with the counties' approval, training classes will be combined for optional accommodation of schedules, and to facilitate networking.

Courses will be conducted by a Contractor Training Specialist or qualified subcontractor who will prepare and present the appropriate classes necessary to instruct the Carbon, Goshen and Laramie Counties staff in the operation of each critical phase of equipment setup, operation, and takedown. Training documentation will be concise and informative. It will accurately and specifically address the functionality of the levels of software being used. Trainers will be experienced on proper presentation of course content and will have received detailed training on the content to be delivered. The instructors will employ a "parking lot" approach to ensure all questions raised in the courses are answered.

Any student participating in a class in its entirety and reporting that they did not adequately learn the material may be invited to repeat the class. The Contractor will conduct an interview with the student and the Election Director to confirm that the student should be offered a repeat of the class.

The following classes will be offered to the three counties as noted. The curriculum will be modified for Carbon and Laramie since they are experienced GEMS and AccuVote OS users.

Admin/Warehouse/Support Training

Title: **Admin/Warehouse/Support Training**

Audience Level: This course is for any election official who's county will be using the Accu-Vote TSx and/or OS

Prerequisites: **None**

Time Duration: 1 Day - 9am to 5pm - Lunch running from 12pm to 1p

Objective: At the end of this course through the use of hands on training and text materials the student will have a high level understanding of the voting process and equipment used during the election. Additionally, there will be a portion of the class devoted to Warehousing and Equipment handling Best Practices.

Overview:

- General – Admin and Warehouse Staff
- Introduction to Diebold Election Systems Equipment
- The GEMS Server
    - GEMS

- The AccuVote TSX
    - Memory Cards
    - Modem
    - Smart Cards
    - Encoders
    - AVPM
    - Battery
    - VIBS

- The AccuVote OS
    - Memory Cards
    - Battery
    - Ballots
    - Ender Card

- How the System works together
- Transferring the Election Data to the Memory Cards
- Logic and Accuracy
- Voting
- Sending Results
- Reporting
- Trouble Shooting
- Printer Failure

- System Lockups
- Memory Card Failure
- Encoder Failure
- Power Failure
- Questions

- General – Warehouse Staff
  - Storage of Equipment
    - Floor plan layout
    - Handling
    - Stacking
    - Charging
    - Battery Replacement
    - Repairs
    - Testing

  - Transport
    - Carts
    - Handling
    - Shipping Pre Election
    - Receiving Post Election

  - Inventory Control
    - Bar-coding
    - Database

  - Physical Security
    - Locks
    - Alarms
    - Location
    - Surveillance

Materials: TSX and OS Units, and associated peripherals

Activities and Procedures: Overview of TSX and Os

Additional Details:

?   Class size: **15** students

?   Student/Equipment ratio: N/A

?   Lab time: 40%

                     ? Lecture time: 60%
                     Presented by Contractor's Trainers

TSx with AVPM Operations

Title: **TSx with AVPM Operations**

Audience Level: Election Officials and Poll Workers

Prerequisites: **None**

Time Duration: 4 Hours

Objective: Given the proper tools, equipment and documentation, the student will be able to set up and operate the Accu-Vote TSx with AVPM

Overview:

- Touch Screen
- Set up the TSX
- Setup AVPM
- Configure VIBS
- Daisy Chaining
- Memory Cards
- Print Zero Report
- Encode Voter Access Cards
- Cast a ballot
- Cancel a ballot
- Encode a VIBS ballot
- End Election
- Accumulate
- Transfer Results
- Troubleshooting
- Take down the units

Materials: Touch screen, AVPM, Encoders, Equipment peripherals

Activities and Procedures:

?   Class size: **20** students

     Student/Equipment ratio: 2: 1

    Lab time: 80%

                 Lecture time: 20%

        Presented by the Contractor's Trainers

OS Operations

Title: **Optical Scan Operations**

Audience Level: **Election Officials and Poll Workers**

Prerequisites: **None**

Time Duration: 4 Hours

Objective: Given the proper tools, equipment and documentation, the student will be able to set up and operate the Optical Scan voting equipment

Overview:

- Optical Scan
- Ballot Box
- Deflector
- Chute
- Ballot Reader
- Memory Cards
- Print Zero Report
- End Election – Ender Card
- Transfer Results
- Troubleshooting
- Take down the units

Materials: Optical Scan Unit, Equipment peripherals

Activities and Procedures:

?   Class size: **20** students

           Student/Equipment ratio: 2: 1

          Lab time: 80%

                   Lecture time: 20%

              Presented by the Contractor's Trainers

Poll Worker Training   TSx & OS

Title: **Poll Worker Training TSx - OS**

Audience Level: This course is for anyone who will be acting as a Poll Worker on Election
                      Day
Prerequisites: **None**

Time Duration: 2 to 3 Hours
Objective: Given the proper tools, equipment and documentation, the student will be able to
                 set up, operate and troubleshoot the Accu-Vote TSx and the Optical Scan Voting
                 Units.

Overview:

- Touch Screen
- Set up the TSX
- Configure VIBS
- AVPM
- (VC Programmer – ST100)
- Open the Polls
- Daisy Chaining
- Print Zero Report
- Encode Voter Access Cards
- Cast a ballot
- Cancel a ballot
- Encode a VIBS ballot
- End Election
- Accumulate
- Transfer Results
- Troubleshooting
- Take down the units
- Optical Scan
- Ballot Box
- Deflector
- Set up the OS unit
- Memory Card
- Open the Polls
- Cast a ballot
- End Election – Ender Card
- Transfer the results
- Troubleshooting
- Take down the unit

Materials: Touch screen, AVPM, Optical Scan, Encoders, Equipment peripherals

Activities and Procedures:

Class size: **30** students

Student/Equipment ratio: 2: 1

Lab time: 80%   Lecture time:

20%   Presented by the

Contractor's Trainers

Poll Worker Training TSx with AVPM

Title: **Poll Worker Training -TSx**

Audience Level: This course is for anyone who will be acting as a Poll Worker on Election Day

Prerequisites: **None**

Time Duration: 1½ to 2½ Hours

Objective: Given the proper tools, equipment and documentation, the student will be able to set up, operate and troubleshoot the Accu-Vote TSx

Overview:

- Touch Screen
- Set up the TSX
- Setup AVPM
- Configure VIBS
- Open the Polls
- Daisy Chaining
- Print Zero Report
- Encode Voter Access Cards
- Cast a ballot
- Cancel a ballot
- Encode a VIBS ballot
- End Election
- Accumulate
- Transfer Results
- Troubleshooting
- Take down the units

Materials: Touch screen, AVPM, Encoders, Equipment peripherals

Activities and Procedures:

? Class size: **30** students

Student/Equipment ratio: 2: 1

Lab time: 80%

Lecture time: 20%

Presented by the Contractor's Trainers

Poll Worker Train the Trainer

Title: **PW TTT**

Audience Level: This course is for anyone responsible for the Training of
                     Poll Workers

Prerequisites: None

Time Duration: 3 Days - 9am to 5pm - Lunch running from 12pm to 1p

Objective: Given the proper tools, equipment and documentation, the student will be able
                 lead TSx/OS Poll Worker Training Classes at the County level

Overview:

- TSx
- Set up the TSX
- Configure VIBS
- Open the Polls
- Daisy Chaining
- Print Zero Report
- Encode Voter Access Cards
- Cast a ballot
- Cancel a ballot
- Encode a VIBS ballot
- End Election
- Accumulate
- Transfer Results
- Troubleshooting
- Take down the unit

- Optical Scan

- Set up the OS unit

- Open the Polls

- Cast a ballot

- End Election

- Transfer the results

- Troubleshooting

- Take down the unit

- Methods of Instruction

- Adult Training Techniques

- Presentation Techniques

- ADA Awareness Training

- Training Performance Testing

Materials: TSx, Optical Scan and all necessary peripherals

Activities and Procedures: Set up OS and TSx, open polls, election end election, transfer results, take unit down and troubleshoot. Each student will deliver a graded Training Performance Evaluation.

Additional Details:

?   Class size: **15 students**

?   Student/Equipment ratio: 2: 1

Lab time: 75%
Lecture time: 25%

Presented by the Contractor's Trainers

Rover Training

Title: **Rover Training**

Audience Level: This course is for anyone who will be acting as a Rover on Election Day

Prerequisites: **None**

Time Duration: 4 to 6 Hours

Objective: Given the proper tools, equipment and documentation, the student will be able to perform the duties of a Rover for the jurisdiction on Election Day.

Overview:

- General Jurisdictional Information
- Election Overview
- Setting Up the Voting Terminals
- Memory Cards
- Opening the Poll
- Encoders
- Canceling a Voters Ballot
- Swap out of Equipment
- Changing Paper on AVPM
- Ending the Election
- Printing Results
- Accumulation
- Transmission of Results
- Minor Troubleshooting

Materials: Touch screen, AVPM, Optical Scan, Encoders, Equipment peripherals

Activities and Procedures:

?   Class size: **30** students

               Student/Equipment ratio: 2: 1

               Lab time: 80%

               Lecture time: 20%

                    Presented by the Contractor's Trainers

GEMS Basics

Title: **GEMS Basics**

Audience Level: This course is for anyone who will be responsible for administering an election, preparing equipment for an election, the creation of memory cards, uploading, and election results reporting.

Prerequisites: **Basic Computer Skills**

Time Duration: 4 days - 9am to 5pm - Lunch running from 12pm to 1p

Objective: Given the proper tools, equipment and documentation, the student will be able to prepare equipment for election, create memory cards, upload results from the precincts to the election board, and run result reporting on election night.

Overview:

- Election System Overview
- Windows Basics Review
- Terminology
- Overview of GEMS
- Loading a database
- Opening an election database
- Create back-up/CD
- Setting up election parameters
- Create TS/TSX memory cards
- Create OS memory cards
- Programming encoders
- (VC Programmer –ST100)
- Upload election night results
- Conduct reporting of results
- Using JResult Client

Materials: Touch screen, Optical Scan, Encoders, GEMS Server, Equipment peripherals

Activities and Procedures:

?   Class size: __15__ students

Student/Equipment ratio: 1: 1

Lab time: 60%

Lecture time: 40%

Presented by the Contractor's Trainers

GEMS Advanced Users

Title: **Advanced GEMS**

Audience Level: This course is for anyone creating and supporting
                          an election database

Prerequisites: GEMS Basics

Time Duration: 3 days - 9am to 5pm - Lunch running from 12pm to 1p

Objective: Given the proper tools and documentation, the student will be able to create a new database that can be used for an election. Understand ballot and prepare ballot artwork files for printing, and know how to download memory cards – both OS and TSx. (Central Count Fundamentals as required)

Overview:

- Election System Overview
- System Overview
- Equipment Overview
- The Election Lifecycle
- Election Setup Options
- The importance of the Election name, date and EID
- Using Voter Groups - For General or Primary elections
- Establishing Counter Groups
- Ballot options
- Race Options

- Election Geography
  - What is Mississippi election geography?
  - Terminology review
  - Creating Districts, Precinct and Splits
  - Creating the relationships between districts, precincts and splits
  - Vote Centers – Precinct and multiple precinct voter centers
  - Using Pre-Election Reports to verify your work

- Backing Up Your Database
  - The importance of backups
  - Using the GEMS Backup function
  - Transferring a backup to a CD

- Races
  - Adding races
  - Inside the Race Editor
  - Race ID numbers
  - Using "Copy and Paste" functionality
  - Recording or importing audio for the VIBS ballot
  - The use of Race Options
  - Entering Candidates
  - Candidate Audio

- Headers
  - What are Headers?
  - Creating Headers
  - When "Copy and Paste" can help you with headers
  - Don't forget the audio.
  - Header options
    - Header-to-race linking

- Generating Ballots
  - What the "Generate Ballots" function does
  - Generating ballots and ballot rotations

- Proofing Your Work – Your OS/Absentee Ballots
  - Using ballot editor to view the OS ballot
  - Functions available for OS ballots in the "Ballot Editor" window
  - The importance of Pre-Election Reports
  - Set For Election function

- Proofing –TSX/TS Election Day Ballots
  - Downloading or creating TS memory cards
  - Making sure each vote center has the proper ballot(s)
  - Testing the audio ballot

- Recording and Importing Audio
  - Recording ballot audio directly into the election database
  - Importing audio into the election database

- Preparing Absentee Ballot Files For Your Printer
  - Knowing the printer's needs
  - Accessing the Print Ballots function
  - Selecting and directing the ballot file output
  - Getting the files to your printer

- Voter Registration Totals
  - Entering voter registration figures

- Election Preparation
  - The Optical Scan Diagnostic Test
  - Clearing old election data from your memory cards
  - Downloading TS memory cards
  - Downloading OS memory cards
  - Programming the encoders

- Logic and Accuracy Testing
  - Testing the OS units
  - Testing the TS units
  - Using the OS and TS test results to test the GEMS database
  - Clearing the election database
  - Setting the voting units into election mode

- Election Day

- Election Day OS troubleshooting
- Election Day TS troubleshooting

- Election Night Reporting Preparation
  - Using Reporting Sets and Monitor Scripts
  - The Election Summary Report
  - The SOVC Report
  - The Cards Cast Report
  - Using the Export function
  - JResult Client

- Election Night
  - System preparation
  - Receiving results
  - Results reporting
  - Final reporting
  - Creating backups

- Post Election
  - Printing new reports
  - Audit and archive

- Recount
  - Preparing for a recount
  - Creating a Recount Database
  - Conducting the recount
  - Producing recount reports

Materials: Touch Screen, Optical Scan, GEMS Server,
Encoders, Equipment peripherals

Activities and Procedures: Creating an election database, proofing ballots, downloading memory   cards, running an election, ending election, uploading results, and report generation.

Additional Details:

?   Class size: **15** students

?   Student/Equipment ratio: 1: 1

Lab time: 60%

?   Lecture time: 40%

Presented by the Contractor's Trainers

GEMS Refresher

Title: **GEMS Refresher**

Audience Level: This course is intended for anyone who has already attended the advanced GEMS course and is need of additional training.

Prerequisites: GEMS Advanced

Time Duration: 3 days - 9am to 5pm –

Objective: Given the proper tools, equipment and documentation, the student will be able to create an election database, prepare all of the equipment, upload results from the precincts to the election board, and run result reporting on election night.

Overview:

- Election System Menu
    - o Back Up
    - o Import
    - o Export

- Election Setup Options
    - o Election Date/Time
    - o Users/ Assignments and passwords
    - o Languages- TSX test files
    - o Voter Groups- Primary vs. General
    - o Counter Groups- Cumulative vs. Non-Cumulative
    - o Ballot Options
    - o Race Options
    - o AccuVote OS/ TS options

- Entering Election Data
    - o Districts
    - o Precincts
    - o Races- Recording Audio
    - o Headers- Macros

- Artwork Menu
    - o Generating Ballots
    - o Generating Rotations
    - o Ballot Editor
    - o Printing Ballot Artwork
    - o Proofing Ballots

- Downloading Memory Cards
- Preparing Equipment
- GEMS Menu

    - o Pre-Election Reports

- o Post Election Reports
- o Voter Registration
- o Central Count Server
- o Challenge Board
- o Audit Log

- • Uploading Results
- • JResult Client
  - o Reporting Sets
  - o Monitor Scripts

Materials: Touch screen, Optical Scan, Encoders, GEMS Server, Equipment peripherals

Activities and Procedures:

Class size: **15** students

Student/Equipment ratio: 1:1

Lab time: 60%

Lecture time: 40%

Presented by the Contractor's Trainers