

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

FIRST AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of January 18, 2008 (the "Effective Date"), in San Francisco, California, by and between Sequoia Voting Systems, Inc. ("Contractor" or "Sequoia"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into an agreement dated December 11, 2007 between Contractor and City (the "Agreement"); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 10.A.** Section 10.A. entitled "Fixed Price," is hereby deleted in its entirety and is hereby amended to read as follows:

10. Payments

A. Fixed Price. In consideration for the services rendered under this Agreement and for the rights in the Hardware and System Software granted hereunder, the City shall pay to Contractor the amount set forth in Appendix C (Deliverables) in accordance with the Payment Schedule attached hereto and fully incorporated herein as Appendix F (Payment Schedule). In no event shall the amount of this Agreement exceed Thirteen Million Seven Hundred and Eighty Thousand Two Hundred and Thirty Three and 25/100 Dollars (\$13,780,233.25). Compensation shall be due and payable within thirty days of the date of Contractor's invoice. All payments from City to Contractor shall be made via wire transfer in accordance with written wire instructions provided by the Contractor.

(b) **Appendices to the Agreement.** The Appendices to the Agreement are modified as follows:

(i) **Appendix C.** Appendix C, entitled "Deliverables," attached hereto and fully incorporated herein, is hereby amended in its entirety as Appendix C, entitled "Deliverables (First Amendment)," attached hereto and fully incorporated herein to reflect the City's payment to Contractor of \$1,130,000.00 in lieu of a transfer of the City's AutoMarks to Contractor.

(ii) **Appendix F.** Appendix F, entitled "Payment Schedule," attached hereto and fully incorporated herein, is hereby amended in its entirety as Appendix F, entitled "Payment Schedule (First Amendment)," attached hereto and fully incorporated herein to reflect the City's payment

to Contractor of \$1,130,000.00 in lieu of a transfer of the City's AutoMarks to Contractor.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended By:

Signature

John Arutz
Director of Elections

Sequoia Voting Systems, Inc.
City Vendor Number 59700

By

Signature

Peter McManemy, VP/CFO

	Tax Rate					
	8.50%					
HAVA ADA Compliance						
Edge 2 (Includes VVPAT & Wheel and Handle)	2,700.00	610	1,647,000.00	139,985.00	1,786,985.00	
Audio Units	250.00	600	150,000.00	12,750.00	162,750.00	
VVPAT: Additional Units	900.00	100	90,000.00	7,650.00	97,650.00	
Transportation Carts	500.00	125	62,500.00	5,312.50	67,812.50	
Card Activator (ACW)	1,200.00	610	732,000.00	62,220.00	794,220.00	
Voter Cards	3.00	10,000	30,000.00	2,550.00	32,550.00	
Vote Simulation Cartridge	150.00	200	30,000.00	2,550.00	32,550.00	
Results Memory Cartridge	150.00	100	15,000.00	1,275.00	16,275.00	
Cartridge Tray	60.00	20	1,200.00	102.00	1,302.00	
3' Cords	2.00	650	1,300.00	110.50	1,410.50	
10' Cord	3.00	650	1,950.00	165.75	2,115.75	
Printing Tabulators						
Insight Plus	4,800.00	610	2,928,000.00	248,880.00	3,176,880.00	
Additional Memory Paks	250.00	150	37,500.00	3,187.50	40,687.50	
MPR	4,500.00	8	36,000.00	3,060.00	39,060.00	
High Speed Optical Scan Tabulators						
Sequoia 400-C	85,000.00	2	170,000.00	14,450.00	184,450.00	
Computer Hardware						
WinEDS Server	15,000.00	1	15,000.00	1,275.00	16,275.00	
Backup Server	10,000.00	1	10,000.00	850.00	10,850.00	
BPS II Server	10,000.00	1	10,000.00	850.00	10,850.00	
Laptops	2,500.00	20	50,000.00	4,250.00	54,250.00	
Software Applications						
WinEDS Application*	750,000.00	1	750,000.00	0.00	750,000.00	
RCV Application*	650,000.00	1	650,000.00	0.00	650,000.00	
Other						
Installation and Training	999,000.00	1	999,000.00	0.00	999,000.00	
Outreach Materials	60,000.00	1	60,000.00	0.00	60,000.00	
Freight all inclusive	107,000.00	1	107,000.00	0.00	107,000.00	
Sub-Total						
			8,583,450.00	511,483.25	9,094,933.25	
Payment in Lieu of Transfer of AutoMARKs						
					1,130,000.00	
Total Equipment & Software						
					9,094,933.25	
Warehouse						
Structural and Electrical Engineering / Permitting					50,000.00	
Architectural Layout and Design					50,000.00	
Facility Improvements					442,000.00	
Total Warehouse Cost						
					542,000.00	
Total First Year						
					9,636,933.25	

Election Services		Price per Election
Service Oversight		
Services Management - Complete oversight of project per election		50,000.00
Pre-LAT - Plan, Test and Coordinate testing operations		65,000.00
Total Services oversight		115,000.00
Elections Preparation and Operation		
Ballot Layout and Production Management		30,000.00
DRE WinEDS Layout		30,000.00
Total Annual Election Preparation and Operations		60,000.00
Logistical Support		
Staffing - 10 Temps for 15 days per Election		65,000.00
Delivery to and collection from Polling Stations		94,000.00
Transportation		12,000.00
Total Annual Logistical Support		171,000.00
Election Day Support		
Election Day Field Response Team personnel	33 Temp Field	21,000.00
On-Site Technical Support Response Team	2 Technical Support	38,500.00
Central Processing Network Support	6 Personnel	63,000.00
Election Troubleshooting - On-Site Response Team	7 Personnel	24,500.00
Total Election Day Support		147,000.00
Consumables		4,400.00
Total cost of Services per Election		487,400.00

**Appendix C - 2
Annual Maintenance & Licenses Fees**

Annual Maintenance & Fees	Quantity	Unit	2015	2016	2017
Edge 2 - Parts and Repairs	610	Included	61,000.00	61,000.00	61,000.00
VVPAT - Parts and Repairs	710	Included	21,300.00	21,300.00	21,300.00
HAAT- Parts and Repairs	610	Included	30,500.00	30,500.00	30,500.00
400-C- Parts and Repairs	5	Included	30,000.00	30,000.00	30,000.00
Insight - Parts and Repairs	610	Included	61,000.00	61,000.00	61,000.00
Licenses Fee WinEDS Application		Included	112,500.00	112,500.00	112,500.00
Licenses Fee RGV Application		Included	70,000.00	70,000.00	70,000.00
Total			386,300.00	386,300.00	386,300.00

APPENDIX F

Payment Schedule (First Amendment)

Summary Payment Schedule	2007	2008	2009	2010	2011	Total
Hardware & Software	4,000,000.00	2,905,933.25				6,905,933.25
Installation & Training		999,000.00				999,000.00
Outreach		60,000.00				60,000.00
Warehouse Improvements	542,000.00					542,000.00
Payment in Lieu of Transfer of AutoMARKs		1,130,000.00				
Sub-Total						9,636,933.25
Election Services		994,800.00	497,400.00	994,800.00	497,400.00	2,984,400.00
Maintenance and License Fees		Included	386,300.00	386,300.00	386,300.00	1,158,900.00
Total	4,542,000.00	6,069,733.25	883,700.00	1,381,100.00	883,700.00	13,760,233.25

***Election Service for years 2008, 2009, 2010, and 2011 are based on per election service charges detailed in Appendix C-1 Election Services. If the City conducts additional elections during these years in addition to the number of elections included in that year's aggregate total, additional charges shall apply. The following elections are included the pricing shown above.

2008 - Presidential Primary Election

2008 - California Primary Election

2009 - General Election

2009 - General Election

2010 - Primary Election, General Election

2011 - General Election

Election Services are payable based on completion of tasks defined in table below.

APPENDIX F

Contract Payables
Equipment, Software, Warehousing, Installation & Training, Outreach

	Amount	Description
First Payment	\$4,000,000.00	Due net 30 days from signing of Contract
Second Payment	\$542,000.00	Due net 30 days from completion of Warehouse Improvements
Third Payment	\$650,000.00	Due net 30 days from completion of a full and Public Rank Choice Voting Demonstration on February 12, 2008
Fourth Payment	\$3,000,000.00	Due net 30 days from Acceptance of Equipment
Final Payment	\$314,933.25	Due net 30 days after the certification of the February 2008, Presidential Primary Election
Additional Payment		Due February 29, 2008
	\$1,130,000.00	
Total	\$9,636,933.25	

Election Services Payables

	Amount	Description
First Payment	\$175,000.00	Due net 30 days from completion of Optech Ballot Layout (submission to printer)
Second Payment	\$175,000.00	Due net 30 days from completion of Pre-Logic and Accuracy testing of voting equipment
Final Payment	\$147,400.00	Due net 30 days after the certification of the election
Total	\$497,400.00	