



U.S. ELECTION ASSISTANCE COMMISSION  
 1225 NEW YORK AVENUE, N.W., SUITE 1100  
 WASHINGTON, D.C. 20005

OFFICE OF THE CHAIR

BEFORE THE ELECTION ASSISTANCE COMMISSION

In the Matter of )  
 )  
 Award of Contract for Technical Assistance to the )  
 EAC for the Collection, Management, Review, and )  
 Response to Public Comments Received on the )  
 Voluntary Voting Systems Guidelines )

CERTIFICATION

I, Gracia M. Hillman., Chair of the Election Assistance Commission, do hereby certify that on July 22, 2004, the Commission decided by a vote of 3 to take the following action(s):

1.

Award of Contract for Technical Assistance to the EAC for the Collection, Management, Review and Response to Public Comments Received on the Voluntary Voting Systems Guidelines.

Commissioners DeGregorio, Hillman and Martinez voted affirmatively for the decision.

Attest:

22 July 2005  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Gracia M. Hillman  
 Chair



U.S. ELECTION ASSISTANCE COMMISSION  
1225 New York Ave. NW - Suite 1100  
Washington, DC 20005

**TALLY VOTE MATTER**

DATE & TIME OF TRANSMITTAL: July 19, 2005, 12:30PM

BALLOT DEADLINE: July 21, 2005, 12:30PM

COMMISSIONERS: DEGREGORIO, HILLMAN, MARTINEZ

SUBJECT: AWARD OF CONTRACT FOR TECHNICAL ASSISTANCE TO THE  
EAC FOR THE COLLECTION, MANAGEMENT, REVIEW, AND  
RESPONSE TO PUBLIC COMMENTS RECEIVED ON THE  
VOLUNTARY VOTING SYSTEM GUIDELINES

- I approve the recommendation.  
 I disapprove the recommendation.  
 I object to the recommendation.  
 I am recused from voting.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 7/19/05 SIGNATURE: Paul DeGregorio

A definite vote is required. All ballots must be signed and dated. Please return ONLY THE BALLOT to the EAC Chair. Please return the ballot no later than date and time shown above.

FROM TOM WILKEY, EXECUTIVE DIRECTOR



U.S. ELECTION ASSISTANCE COMMISSION  
1225 New York Ave. NW - Suite 1100  
Washington, DC 20005

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- I approve the recommendation.  
 I disapprove the recommendation.  
 I object to the recommendation.  
 I am recused from voting.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 7/22/05 SIGNATURE: Ray Martinez

A definite vote is required. All ballots must be signed and dated. Please return ONLY THE BALLOT to the EAC Chair. Please return the ballot no later than date and time shown above.

FROM TOM WILKEY, EXECUTIVE DIRECTOR



U.S. ELECTION ASSISTANCE COMMISSION  
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 I disapprove the recommendation.  
 I object to the recommendation.  
 I am recused from voting.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 12 July 21/05 SIGNATURE: [Signature]

A definite vote is required. All ballots must be signed and dated. Please return ONLY THE BALLOT to the EAC Chair. Please return the ballot no later than date and time shown above.

FROM TOM WILKEY, EXECUTIVE DIRECTOR



**U.S. ELECTION ASSISTANCE COMMISSION**  
1225 New York Ave. NW - Suite 1100  
Washington, DC 20005

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- ( ) I approve the recommendation.
- ( ) I disapprove the recommendation.
- ( ) I object to the recommendation.
- ( ) I am recused from voting.

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

A definite vote is required. All ballots must be signed and dated. Please return ONLY THE BALLOT to the EAC Chair. Please return the ballot no later than date and time shown above.

FROM TOM WILKEY, EXECUTIVE DIRECTOR



U.S. ELECTION ASSISTANCE COMMISSION  
1225 NEW YORK AVENUE, N.W., SUITE 1100  
WASHINGTON, D.C. 20005

OFFICE OF THE CHAIR

July 22, 2005

Mr. Earle Holley  
Vice President for Business & Finance  
Kennesaw State University  
1000 Chastain Road, MS #0102  
Kennesaw, Georgia 30144

Dear Mr. Holley:

Enclosed is a signed contract in the amount of \$175,000.00 for the provision of technical services to assist the Election Assistance Commission (EAC) with the collection and review of public comments on the draft Voluntary Voting System Guidelines. The work effort also includes updating the referenced external standards (e.g., IEEE, ANSI) in the Guidelines and to expand the Glossary.

The adoption of new voting system guidelines is one of the major EAC responsibilities mandated by the Help American Vote Act. We expect to receive a substantial volume of comments during the course of the 90 day comment period. EAC is a very small organization and does not have sufficient internal staff to manage this workload. The purpose of this contract is to help us keep up with the review and classification of comments for further consideration and to assist EAC staff in updating portions of the Guidelines, such as the referenced standards, to include the most recent editions.

To acknowledge your receipt and acceptance of this contract, please countersign and date below and return one copy to the attention of Carol Paquette, who will be coordinating this work effort for the Commission.

We look forward to working with Kennesaw State University on this very important EAC product.

Earle Holley  
Kennesaw State University

Sincerely,

  
Gracia Hillman, Chair

**ORDER FOR SUPPLIES AND SERVICES**

NOTE: MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

PAGE 1 OF 1 PAGES

1. DATE OF ORDER

2. ORDER NUMBER

3. CONTRACT NUMBER

4. ACT NUMBER

7/22/05

EAC-0544

E4019088

**IMPORTANT:**

- \* This form is not to be used as an invoice. See reverse for invoice requirements and payment information.
- \* The invoice remit to address must be the same as Block 12. Notify the contracting/ordering officer if the information in Block 12 is incorrect.
- \* Failure to show the ACT number (Block 4) on invoice will delay payment and render the invoice improper.
- \* Failure to mail invoice to address in Block 24 will delay payment.
- \* Failure of service contractors to provide information in Block 9A will result in 20% of payment being withheld (26 U.S.C. 3406(a)).

7. TO: CONTRACTOR (Name, address and zip code)

Kennesaw State University  
1000 Chastain Road, MS #0102  
Kennesaw, GA 30144

POC: Mr. Earle Holley. Vice President for Business & Finance  
Phone: (770) 423-6021 Fax: (770) 423-6794

B. TYPE OF ORDER

REFERENCE YOUR

A. PURCHASE

Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including

B. DELIVERY

This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract

C. MODIFICATION NO.

AUTHORITY FOR ISSUING

9A. EMPLOYER'S IDENTIFICATION NUMBER

9B. CHECK, IF APPROPRIATE, WITHHOLD 20%

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

10A. CLASSIFICATION

B. OTHER THAN SMALL BUSINESS

C. SMALL DISADVANTAGED

D. SMALL WOMEN-OWNED

10B. TYPE OF BUSINESS ORGANIZATION

A. CORPORATION

B. PARTNER-SHIP

C. SOLE

11. ISSUING OFFICE (Address, zip code and telephone no.)

U.S. Election Assistance Commission  
1225 New York Avenue, NW, Suite 1100  
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)  
Remittance via EFT

13. SHIP TO (Consignee address, zip code and telephone no.)  
Same as block 11

14. PLACE OF INSPECTION AND ACCEPTANCE

U.S. EAC, 1225 NY Ave., NW, Suite 1100, Wash., DC 20005

15. REQUISITION OFFICE (Name, symbol and telephone no.)

U.S. Election Assistance Commission

16. F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 7/27/2005

19. PAYMENT/DISCOUNT TERMS

Net 30

**20. SCHEDULE**

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Under the authority of Public Law 107-252, dated October 29, 2002, establishing the U.S. Election Assistance Commission. To provide technical services to host proposed guidelines and receive comments, and to assist EAC in the review and analysis of comments.				
	TOTAL COST OF CONTRACT: \$175,000.00				

21. RECEIVING OFFICE (Name, symbol and telephone no.)

U.S. Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s)

175,000.00

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL

175,000.00

24. MAIL INVOICE TO: (Include zip code)

General Services Administration (FUND)  
U.S. Election Assistance Commission  
1225 New York Avenue, NW, Suite 1100  
Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana M. Scott

25B. TELEPHONE NO.

(202) 566-3100

26A. NAME OF CONTRACTING/ORDERING OFFICER (Type)

Gracia Hillman, Chair

26B. TELEPHONE NO.

(202) 566-3100

26C. SIGNATURE

*Gracia Hillman*

GENERAL SERVICES ADMINISTRATION

2. CONTRACTOR'S ORIGINAL

GSA FORM 300 (REV. 2-93)

# PURCHASE ORDER TERMS AND CONDITIONS

## 552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

## 552.210-79 PACKING LIST (DEC 1989)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate (1) Name and address of consignor; (2) Name and address of consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card".

## 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if: (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

## 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

### PROMPT PAYMENT

Prompt Payment clause 52.232-25 is incorporated in this contract by reference. The clause contains information on payment due date, invoice requirements, constructive acceptance and interest penalties. Certain portions of the clause regarding payment due date, invoice requirements, and constructive acceptance have been extracted for your convenience. All days referred to in the extracts below are calendar days.

(a)(2) . . . The due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor . . .

(a)(4) . . . An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in . . . (i) through . . . (viii) . . . If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office . . . Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor . . .

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

NOTE: Invoices must include the ACT number (block 4) and shall be submitted in an original only, unless otherwise specified, to the billing office designated in block 24 to receive invoices. The "remittance to" address must correspond to the remittance address in block 12.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in block 20) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality or contractor compliance with a contract provision . . .

## 52.222-40 SERVICE CONTRACT ACT OF 1965, AS AMENDED - - CONTRACTS OF \$2,500 OR LESS (MAY 1989)

Except to the extent that an exception, variation, or tolerance would apply if this contract were in excess of \$2,500, the Contractor and any subcontractor shall pay all employees working on the contract not less than the minimum wage specified under Section 6 a) (1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-206). Regulations and interpretations of the Service Contract Act of 1965 are contained in 29 CFR Part 4.

## 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)  
(52.222-41 and 52.222-42 apply to service contracts when the amount exceeds \$2,500).

The GSA Form 2166, Service Contract Act of 1965 and Statement of Equivalent Rates for Federal Hires is attached hereto and made a part hereof.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available:

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Applicable to purchase orders for supplies or services:

52.203-1 Officials Not to Benefit (APR 84)

52.203-3 Gratuities (APR 84)

52.203-6 Covenant Against Contingent Fees (APR 84)

52.203-8 Restriction on Subcontractor Sales to the Government

(JUL 85)

52.203-7 Anti-Kickback Procedures (OCT 88)

52.212-9 Variation in Quantity (APR 84)

(In the preceding clause, the permissible variations are stated in the schedule.)

52.222-3 Convict Labor (APR 84)

52.222-26 Equal Opportunity (APR 84)(Applies when amount exceeds \$10,000.)

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)(Applies when amount exceeds \$10,000.)

52.222-36 Affirmative Action for Handicapped Workers (APR 84)(Applies when amount exceeds \$2,500.)

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)(Applies whenever clause 52.222-35 is included.)

52.223-6 Drug Free Workplace (JUL 90)(Applies if contract is awarded to an individual.)

52.225-3 Buy American Act - Supplies (JAN 89)

52.225-11 Restrictions on Certain Foreign Purchases (MAY 92)

52.232-25 Prompt Payment (SEP 92)

52.233-1 Disputes (DEC 91)

52.233-3 Protest After Award (AUG 89)

52.246-1 Contractor Inspection Requirements (APR 84)

52.249-8 Default (Fixed-Price Supply and Service)(APR 84)

Applicable to purchase orders for supplies:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount is between \$2,500 and \$10,000.)

52.222-20 Walsh-Healey Public Contracts Act (APR 84)(Applies when amount exceeds \$10,000.)

52.243-1 Changes - Fixed Price (AUG 87)

52.249-1 Termination for Convenience of the Government (Fixed Price)(Short Form)(APR 84)

Applicable to purchase orders for services:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount exceeds \$2,500.)

52.243-1 Changes - Fixed Price (APR 84) - Alt. II

52.249-4 Termination for Convenience of the Government (Services)(Short Form)(APR 84)



# ORDER FOR SUPPLIES AND SERVICES - RECEIVING REPORT

PAGE 1 OF 1 PAGES

1. DATE OF ORDER 7/22/05	2. ORDER NUMBER	3. CONTRACT NUMBER EAC-0544	4. ACT NUMBER E4019088
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**IMPORTANT:**

- \* This form must be received in the payment office within 5 workdays of acceptance.
- \* Acceptance must take place within 7 calendar days of delivery or completion of work unless a different inspection/acceptance period is stated in the contract.
- \* Invoices received must be time stamped to indicate the date of receipt. See reverse of this form for detailed instructions.

7. TO: CONTRACTOR (Name, address and zip code)  
**Kennesaw State University**  
 1000 Chastain Road, MS #0102  
 Kennesaw, GA 30144

POC: Mr. Earle Holley, Vice President for Business & Finance  
 Phone: (770) 423-6021 Fax: (770) 423-6794

8. TYPE OF ORDER	REFERENCE YOUR
<input type="checkbox"/> A. PURCHASE	
Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including	
<input type="checkbox"/> B. DELIVERY	
This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract	
C. MODIFICATION NO.	AUTHORITY FOR ISSUING

<b>MAXIMUM PAYMENT AMOUNT</b>		9B. CHECK, IF APPROP <input type="checkbox"/> WITHHOLD 20% REMARKS
<b>LESS DEDUCTION(S) FOR NONPERFORMANCE, ETC.</b> <i>(Explain in remarks)</i>		
<b>MAXIMUM AMOUNT APPROVED FOR PAYMENT</b>		

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

**20. SCHEDULE**

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Under the authority of Public Law 107-252, dated October 29, 2002, establishing the U.S. Election Assistance Commission. To provide technical services to host proposed guidelines and receive comments, and to assist EAC in the review and analysis of comments.				
	TOTAL COST OF CONTRACT: \$175,000.00				

**CERTIFICATION OF RECEIPT/ACCEPTANCE**

I certify that the above supplies and/or services have been:	TYPE OF DELIVERY (Mark "X" in appropriate box)		
	<input type="checkbox"/> A. FULL	<input type="checkbox"/> B. PARTIAL	<input type="checkbox"/> C. FINAL PARTIAL
Received on (Date)	NAME AND TITLE (Type, print or stamp)		OFFICE SYMBOL
			TELEPHONE NO.
and accepted on (Date)	SIGNATURE		DATE SIGNED

Certifying receipt and processing payments for procurements requiring a written purchase order  
(GSA Form 300 or 300-1).

(1) When supplies or services are received, the contracting/ordering office or designated program office will certify receipt and acceptance and indicate the amount approved for payment on copy 6, Receiving Report, of GSA Form 300 or 300-1. When multiple deliveries/payments are required, additional copies of the receiving report (copy 6) may be reproduced or the GSA Form 3025 or 3025A Receiving Report, used to certify receipt and acceptance. Photocopied signatures will not be accepted on the receiving report.

NOTE: It is important that the date of receipt and the date of acceptance entered in the certification on the receiving report be accurate. Those dates are used to calculate the due date for payments and interest on overdue payments. The contracting/ordering officer or a designated representative should certify receipt and authorize payment by signing the certification on the receiving report.

(2) Invoices received by issuing offices or other designated program offices must be time stamped to indicate the date of receipt, checked to verify the arithmetic accuracy of the invoiced amount, and forwarded, within 5 workdays of receipt, to the appropriate Finance Division for payment. Copy 1 of the GSA Form 300/300-1 and a receiving report (Copy 6 of GSA Form 300/300-1 or GSA 3025/3025A, Receiving Report) should be forwarded with the invoice to finance.

(3) When invoices are submitted directly to the Finance Division, contracting/ordering or other designated program offices will certify receipt and acceptance and authorize payment for supplies or services by completing copy 6 of GSA Form 300/300-1 or the GSA Form 3025/3025A, Receiving Report, in accordance with paragraph (c) (1) above and sending it to the appropriate finance division within 5 workdays after supplies or services are received and accepted.

COPY

CONTRACT FOR TECHNICAL ASSISTANCE TO THE EAC FOR THE  
COLLECTION, MANAGEMENT, REVIEW, AND RESPONSE TO THE PUBLIC  
COMMENTS RECEIVED ON THE VOLUNTARY VOTING SYSTEM GUIDELINES

1.0 Background. On May 9, 2005, the EAC received the initial set of recommendations for the HAVA-mandated Voluntary Voting System Guidelines from the Technical Guidelines Development Committee (TGDC). After performing its due diligence review of this document, the EAC made several changes and published the revised document for a 90 day public comment period. This period began on June 29, with publication of a notice in the Federal Register.

The EAC has established several alternative methods for submitting comments:

- On-line electronic comment form at [www.eac.gov](http://www.eac.gov)
- E-mail to [votingsystemguidelines@eac.gov](mailto:votingsystemguidelines@eac.gov)
- Postal mail to Voting System Guidelines Comments at EAC
- FAX to Voting System Guidelines Comments at 202.566.3127

The on-line comment form is associated with an application developed to assist with the management, tracking, and review of comments. This application will permit the manual entry of comments received from other sources so that all comments will be stored and managed from a single source. All comments will be posted for public review on the EAC website.

All comments will need to be reviewed and categorized into editorial, substantive, and other general categories useful for management purposes. Substantive comments will be assessed to determine if they indicate a need to modify the Guidelines. This may require some research and analysis, including consultation with NIST and/or the TGDC. At the conclusion of the comment period, EAC will be required to summarize the numbers and types of comments received and their disposition.

2.0 Objective. The objective of this contract is for EAC to obtain assistance with the posting and initial analysis and categorization of the comments and to obtain technical assistance in updating the referenced standards and glossary sections.

3.0 Scope. EAC shall provide the contents of the website temporarily hosting the Voluntary Voting System Guidelines, to include the on-line commenting application and database of comments. EAC shall forward all comments received from other sources for timely posting to the comment database by the Contractor. The Contractor shall be responsible for all the research, analysis and support activities necessary to successfully complete the tasks described below.

4.0 Tasks.

1. Host document for public review and post comments received. The Contractor shall host the Voluntary Voting System Guidelines document and commenting

application on their website and make them available for public access from the start of the contract until the close of the comment period (September 26, 2005). This access shall be provided by a hot link from the EAC homepage.

The Contractor shall perform initial screening of comments for profanity or other offensive content. Originators of such comments will be informed that such material cannot be posted for public consumption. These comments will be retained in the database, but not approved for public posting. All other comments will be posted to the website for public review.

The EAC will forward to the Contractor all comments received by other means than the on-line comment form for entry into the comment database for public posting and analysis. The Contractor shall provide appropriate quality control to ensure that all comments are captured correctly. Comments will be entered verbatim as received, with no corrections or excerpting.

Hosting of comments will extend for an estimated 30 days beyond the close of the comment period to allow sufficient time to review and determine their disposition. All comments shall be copied to CDs for transfer and retention by the EAC at the conclusion of the contract.

2. Recommend a comment classification schema and organize comments accordingly. The Contractor shall recommend a classification schema for categorizing comments relative to the degree of analysis required. For example, comments dealing with editorial points, typographical errors, and grammar can be handled very straightforwardly. Comments that are more technical in nature may require considerable analysis and perhaps research in order to make a determination on their disposition. Upon approval of the schema by EAC, the Contractor shall organize comments in this manner and periodically provide reports to the EAC on the number and kinds of comments received, and recommendations for the disposition of substantive comments. Comments shall be mapped to relevant portions of the Guidelines document. Periodic teleconferences will be conducted to review status of work, discuss comments and recommendations, and identify issues that will require consultation with NIST or other sources for resolution.
3. Update standards referenced in Guidelines. There are several places in the Guidelines that refer to standards promulgated by other organizations, e.g., ANSI, IEEE, IEC, MILSTD. The Contractor shall research all standards references to identify the latest version and ensure that this is the version referenced in the Guidelines. All references must include the date and version number, if appropriate. In addition, the Contractor shall research commercial practice and other sources of standards to identify replacements for the MILSTD references no longer maintained by the Department of Defense. The Contractor will edit references to standards in the body of the Guidelines to the title of the standard only and key the entry to the References section. This will facilitate the future

issuance of technical addenda to the References as versions of standards evolve without having to create change notices for the body of the document.

4. Develop a comprehensive Glossary of election terms related to voting systems and certification. The Glossary in the 2005 Guidelines has been expanded from the 2002 Voting Systems Standards. However, it needs further work. All key terms in the body of the document should be included in the Glossary. In addition, some terms are defined somewhat differently by various jurisdictions (e.g., absentee voting). Conversely, some concepts are referred to by different terms in different jurisdictions (e.g., ballot type, ballot style). The Contractor shall make recommendations to EAC for additional terms and additional definitions to be included in the Glossary.
5. Maintain master copy of Guidelines and make revisions as directed by EAC. EAC intends to revise the Guidelines throughout the comment period to expedite the process of issuing the final Guidelines at the end of that period. The Contractor shall maintain the master copy of the Guidelines and make revisions as directed by EAC. The Contractor shall maintain strict configuration management and version control of all changes.
6. Attend EAC meetings with statutory boards. HAVA mandates that all guidance issued by the EAC must be reviewed and commented on by the Board of Advisors and the Standards Board. The Board of Advisors is scheduled to meet in Portland, Oregon, August 3-5. The Standards Board is scheduled to meet in Denver, Colorado, August 24-25. The Contractor shall attend these meetings to maintain awareness of concerns and issues raised by these EAC advisory groups.
7. Attend public hearings on Guidelines. One public hearing was conducted in New York City on June 30. Two additional hearings are planned. One is at Caltech in Pasadena, California, on July 28. The other is scheduled for Denver, Colorado, on August 23. The Contractor shall attend these hearings to maintain awareness of the concerns and issues that members of the election community and the public express regarding the Guidelines.

5.0 Contract Type. The contract type will be Time and Materials in the amount of \$175,000.

6.0 Place of Performance. The principal place of performance will be the Contractor's place of business. Project meetings may occasionally be conducted at EAC offices in Washington, D.C. Some travel will be required to attend EAC public hearings and other meetings related to Guidelines review, which are scheduled for various locations.

7.0 Period of Performance. The period of performance is from date of award until December 30, 2005.

## 8.0 Schedule of Deliverables.

1. Project plan – 5 days after contract award
2. Progress reports – monthly
3. Comment summaries – weekly
4. Comment classification schema – 15 days after contract award
5. Updated standards references – 45 days after contract award
6. Revised Glossary – 60 days after contract award
7. Briefings – as required

9.0 Inspection and Acceptance Criteria. Final inspection and acceptance of all work performed, reports, and other deliverables will be performed at the offices of the EAC. The Contracting Officer's Representative for this effort will be Brian Hancock.

10.0 Invoicing. Invoices may be submitted monthly using Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. Invoices shall be mailed to the attention of Ms. Diana Scott, Administrative Officer, U.S. Election Assistance Commission, 1225 New York Avenue, N.W., Suite 1100, Washington, D.C. 20005.

11.0 Accounting and Appropriation. Funds in the amount of \$175,000.00 are available for this task order.

## 12.0 General Provisions:

1. *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The EAC reserves the right to inspect and review any products or services that have been tendered for acceptance. The EAC may require correction or re-performance of nonconforming items at no increase in contrast price. The EAC must exercise its post-acceptance rights within ten (10) days after the defect was discovered or should have been discovered.
2. *Contract Terms.* Should there be a conflict between the contract clauses included in this document and the "Purchase Order Terms and Conditions" on the back of GSA Form 300, which is used to record contract financial data, the contract clauses in this document shall take precedence.
3. *Changes.* Changes in the terms and conditions of this Contract may be made only by written agreement signed by authorized representatives of both parties.
4. *Disputes.* This Contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any dispute arising under the Contract.

5. *Excusable Delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the EAC, in writing, as soon as possible after the beginning of an excusable delay. The Contractor shall explain the basis for the excusable delay, and correct the problem as soon as possible. The Contractor shall notify the EAC, in writing, at the end of the delay.
6. *Other Complications.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
7. *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistle blower protections; 49 U.S.C. 40118, Fly American, and 41 U.S.C 423 relating to procurement integrity.
8. *Limitation of Government Liability.* The Contractor is not authorized to make expenditures or incur obligations exceeding the total amount allocated to the contract. The Contractor is required to notify the Contracting Officer's Representative when 75% of funding has been obligated.
9. *Termination for convenience.* The EAC, by written notice, may terminate this contract without fault, in whole or in part, when it is in the best interest of the government. In the event of contract termination for convenience, the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulations in effect on the date of this contract.

**NEAR INPUT TRANSMITTAL**  
*(Prepare in triplicate. Forward original and one copy to the appropriate Finance Division)*

**CHECK APPROPRIATE OFFICE SYMBOL**

<input type="checkbox"/> 6BCPG	<input type="checkbox"/> 6BCPF	<input type="checkbox"/> 6BCPM	<input type="checkbox"/> 6BCPI	<input type="checkbox"/> 6BCRG	<input type="checkbox"/> 6BCRF
<input type="checkbox"/> 6BCRC	<input type="checkbox"/> 6BCA	<input type="checkbox"/> 6BCAF	<input type="checkbox"/> 6BCAG	<input type="checkbox"/> 6BCE	<input type="checkbox"/> 6BCC
<input checked="" type="checkbox"/> 6BCEP	<input type="checkbox"/> 6BCY	<input type="checkbox"/> 7BCPL	<input type="checkbox"/> 7BCPP	<input type="checkbox"/> 7BCPC	<input type="checkbox"/> 7BCPK
<input type="checkbox"/> 7BCAX	<input type="checkbox"/> 7BCAP	<input type="checkbox"/> 7BCAK	<input type="checkbox"/> 7BCRK	<input type="checkbox"/> 7BCPR	
<input type="checkbox"/> OTHER (Specify)					

THE FOLLOWING DOCUMENTS ARE TRANSMITTED HEREWITH:

DATE 8/3/05	SERIAL NUMBER	NUMBER OF DOCUMENTS EXCLUDING SUPPORTING DOCUMENTS
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ACT	VENDOR/SOURCE	AMOUNT	EXPLANATION
	KENNESAW STATE UNIVERSITY		EFT ENROLLMENT FORM
	TEM CONSULTING, LP		EFT ENROLLMENT FORM
E4014195	TEM CONSULTING, LP	\$16,056.09	RPR
E4019088	KENNESAW STATE UNIVERSITY	\$175,000.00	GSA FORM 300

AUTHORIZED SIGNATURE

DIANA M. SCOTT  
 SERVICE

*[Signature]*

TITLE

ADMINISTRATIVE OFFICER

ELECTION ASSISTANCE COMMISSION

OFFICE SYMBOL

EAC

TELEPHONE NUMBER

( 202 ) 566-3119

SIGNATURE OF RECEIVING OFFICIAL - FINANCE

NUMBER DOCUMENTS RECEIVED

DATE RECEIVED

GENERAL SERVICES ADMINISTRATION



# ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

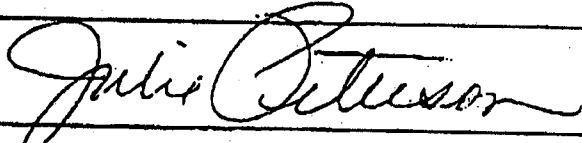
Use this form to enroll in Direct Deposit of your federal payment from the General Services Administration

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c) The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name		Kennesaw State University			
Address	1000 Chastain Road				
City	Kennesaw	State	GA	Zip	30144-5591
Taxpayer ID Number (TIN)					

Financial Institution Name		Bank of America			
Financial Institution Phone Number		1-800-333-9473			
Financial Institution Routing Transit Number (RTN)		[REDACTED]			
Depositor Account Title		Kennesaw State College Operating Account			
Depositor Account Number		[REDACTED]			
Account Type	<input checked="" type="checkbox"/> Checking	<input type="checkbox"/> Savings			

Company/Payee Contact Person		Julie Peterson			
Phone	(770) 499-3378				

<b>MUST HAVE SIGNATURE</b>	
Company/Payee Authorized Signature	



Office of Sponsored Programs

August 25, 2005

Ms. Carol Paquette  
U.S. Election Assistance Commission  
1225 New York Avenue, N.W. Suite 1100  
Washington, D.C. 20005

Re: EAC-0544, Kennesaw State University

Dear Ms. Paquette,

Please find enclosed one copy acknowledging receipt and acceptance of EAC-0544, Contract for Technical Assistance for the EAC for the Collection, Management, Review, and Response to the Public Comments Received on the Voluntary Voting System Guidelines. As this is a cost reimbursement type (Time and Materials) contract, we have enclosed our budget for this work. We will expect to be reimbursed for the expenses outlined on the attached budget.

Please let me know if you have any questions with any of the foregoing.

Kind regards,

A handwritten signature in cursive script that reads "Carolyn Elliott-Farino".

Carolyn Elliott-Farino  
Associate Director

Review Project.

Here are the planning assumptions I have made:

1. The project would need to commence ASAP and extend into late October, early November, depending upon the publication date in the Federal Register.
2. The Glossary of the Guidelines needs immediate work, including editing and annotation. This work product has a high priority.
3. A system of cataloging comments needs to be developed. This system will collect comments, excise identifying emails or other information that could be used to determine the author of the comments, and forward the comments in electronic (or hardcopy, depending upon form of submission) to us. We will then review the comment and implement the following actions:
  - a. Non-useable comments (those that are simply opinions, or not sufficiently well-formed to determine the author's intent) will be identified and held in abeyance;
  - b. Grammatical and editing comments will be identified and an immediate recommendation made to the EAC liaison regarding their disposition will be made.
  - c. Comments that are substantive will be cataloged and annotated. These comments will be organized into logical groupings that facilitate mapping the comments to the appropriate Guideline section.
  - d. The cataloged comments will be stored on a secure server so that all appropriate EAC-designated individuals can review the comments as needed. Summary reports will be provided to the EAC, as needed.
4. A final, comprehensive Glossary, benchmarked to as many jurisdictions as is practical, will be developed for the next iteration of the Guidelines. This Glossary of terms will attempt to provide jurisdiction-specific versions of commonly used terms in elections management.
5. Project personnel will need to travel to several meetings to collect data and observe. Travel to meet with the EAC is also anticipated.
6. We would like to have Brit Williams engaged and compensated for his role on this project. Because Brit is a retiree from the Univ. System of Georgia, we are unable to hire him on this project. We would like the EAC to explore a separate contract with Brit to support this (and perhaps other) work.
7. In the attached budget, I am proposing a total fixed costs of \$59,100 with variable costs of \$50,450, for a total-not-to-exceed \$109,550. We would invoice at an agreed upon interval. If there was a small volume of comments, the cost to the EAC would be approx. \$65K. If we needed to add additional consultants, we could invoice the EAC up to \$45K. If the volume of comments exceeds the anticipated upper bound,

we  
would ask that the EAC consider an addendum to this contract to  
facilitate the completion of the contract.

I hope this reflects a realistic schedule, work product and budget.  
Please let me know your thoughts.

- Merle.

Merle S. King  
<http://science.kennesaw.edu/csis>  
Chair, CSIS Department  
Kennesaw State University  
1000 Chastain Road, MB #1101  
Kennesaw, GA 30144-5591  
voice: 770-423-6354; fax: 770-423-6731