

David Karmol
Vice President, Public Policy and Government Affairs
American National Standards Institute (ANSI)

David Karmol currently serves as Vice President for Public Policy and Government Affairs at the American National Standards Institute (ANSI). In this position he is responsible for advocacy and outreach programs designed to better educate federal, state and local government officials on the value of the voluntary consensus standardization system and its importance to advancing the competitiveness of U.S. businesses and enhancing the health and safety of the world's citizens.

Karmol joined ANSI in July 2001 with a thorough knowledge of the issues important to the standards and conformity assessment community and a track record of success working on policies, strategies and programs in close liaison with federal, state and local governments. Prior to joining ANSI, he spent ten years as general counsel and director of public affairs at the National Spa and Pool Institute (NSPI), an ANSI member and accredited standards developer. Karmol also served as press secretary and special assistant to the director of the United States Mint; general counsel for the Can Manufacturers Institute; associate counsel to the U.S. House of Representatives Judiciary Committee; member of the Ohio House of Representatives, and assistant prosecuting attorney in Franklin County, Ohio.

Mr. Karmol received his B.A. from Miami University of Ohio, and his J.D. from the Ohio State University College of Law and is admitted to practice law in Virginia, the District of Columbia and Ohio.

ANSI's mission is to enhance U.S. global competitiveness and the American quality of life by promoting, facilitating, and safeguarding the integrity of the voluntary standardization system. ANSI is the official U.S. representative to the International Accreditation Forum (IAF), the International Organization for Standardization (ISO) and, via the U.S. National Committee, the International Electrotechnical Commission (IEC). ANSI currently has offices in New York City and Washington, DC.



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

OFFICE OF THE CHAIR

May 4, 2005

Mr. David L. Karmol
American National Standards Institute
Vice President, Public Policy and Government Affairs
1819 L Street, NW, 6th Floor
Washington, DC 20036

Dear Mr. Karmol:

On behalf of the U.S. Election Assistance Commission (EAC) and the National Institute for Standards and Technology (NIST), we would like to welcome you as a member of the Technical Guidelines Development Committee (TGDC), representing the American National Standards Institute. Your appointment is effective May 3, 2005.

The EAC looks forward to working with you as we labor to meet the requirements of the Help America Vote Act of 2002 (HAVA). As you know, HAVA tasks the TGDC with the job of assisting the Commission in the development of voluntary voting system guidelines. This is an important effort and we welcome your participation in the process.

I have enclosed a copy of the TGDC's membership list and charter for your perusal. Please refer to our website (www.eac.gov) for additional information. If you have any questions concerning your appointment, please feel free to contact Gracia Hillman, Chair, or Vice Chairman Paul DeGregorio, EAC's Designated Federal Officer to the TGDC, at (202)566-3100.

Sincerely,

Gracia M. Hillman
Chair
U.S. Election Assistance Commission

Dr. Hratch Semerjian
Acting Director
National Institute of Standards and Technology

Enclosures

FOIA File



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

December 12, 2006

Ms. Wendy R. Weiser
Deputy Director, Democracy Program
Brennan Center for Justice
161 Avenue of the Americas, 12th Floor
New York, NY 10013

Dear Ms. Weiser:

This letter is in response to your Freedom of Information Act (FOIA) request received by the U. S. Election Assistance Commission (EAC) on November 13, 2006. The request sought certain agency records concerning two agency draft reports, *The Voter Fraud and Intimidation Report* and *The Voter Identification Report*. Specifically, the request sought: (1) "the report on voter identification prepared by the Eagleton Institute of Politics and the Moritz College of Law," (2) "the report on voter fraud and voter intimidation prepared by Tova Wang and Job Serebrov," (3) The voter identification and voting fraud report requests for proposals and contracts, and (4) communications relating to the above reports between the EAC and Eagleton Institute of Politics, the Moritz College of Law, Ms. Tova Wang, Mr. Job Serebrov, or other third parties.

This letter is a partial response to your request and deals only with your request for documents consistent with items (1) – (3), above. With regard to item (4), we continue to search our files, e-mails and computers for all relevant communications. We expect to have all relevant, releasable documents collected, reviewed and sent to you within five working days. If you have any questions regarding this process, please contact the undersigned.

With regard to items (1) – (3) above, please find copies of all responsive contracts and request for proposals enclosed. Upon review of the records, you will find a few places where small portions of information have been redacted (in black). As required by FOIA exemption 6, the EAC has redacted certain pieces of personal information, including home addresses, telephone numbers, and personal e-mail addresses. The EAC has also redacted confidential commercial information as mandated by FOIA exemption 4. Specifically, the EAC has redacted information that can be used to calculate unit costs regarding a contractor's labor rates. With regard to your requests for "the report on voter identification prepared by the Eagleton Institute of Politics and the Moritz College of Law," and "the report on voter fraud and voter intimidation prepared by Tova Wang and Job Serebrov," these draft documents are predecisional drafts protected by the Deliberative Process Privilege and exempted from release under 5 U.S.C. §522(b)(5).

As you may know, the Deliberative Process Privilege protects intra-agency documents that are (1) predecisional in nature and (2) part of the deliberative process. In other words, the documents must be part of a process that recommends or presents opinions on a policy matter or governmental decision before that matter is finally decided. It is a well settled matter of law that the work of contract employees and

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contractors (“consultants”) constitute intra-agency documents.¹ This is true even where the consultants are deemed to be independent contractors and are not subject to the degree of control that agency employment entails.² The courts have made this determination after recognizing that agencies have a special need for the opinions and recommendations of temporary consultants.³ Ultimately, deliberative documents are exempt from release (1) to encourage open and frank discussions on policy matters between agency subordinates and superiors, (2) to protect against premature disclosure of proposed policies and (3) to protect against public confusion that might result from disclosure of rationales that were not in fact the ultimate basis for agency action.⁴

In both cases, the reports you have requested are drafts, representing one phase of the deliberative process—before the document was vetted by staff, approved by the executive director and reviewed and approved by the Commissioners (the relevant policy makers). Ultimately, the draft documents were created by experts to aid the EAC’s Commissioners in their decisions. The consultants had no personal interest in their submissions and had no agency decision-making authority. Each was tasked with simply providing pre-decisional research and information to the EAC. Their efforts were limited to creating truthful and comprehensive draft reports. Finally, both reports when finalized would constitute an EAC decision or a policy determination.

These conclusions are born out in the facts surrounding the projects at issue, including the attached contract documents. First, the voter fraud and intimidation study you have requested is a draft of a final document that has already been released after being vetted by staff and approved by the EAC Commissioners. It is available in its final form on EAC’s website (www.eac.gov). The draft document at issue was created by two contract employees hired pursuant to 5 U.S.C. §3109 (see 42 U.S.C. §15324(b)). Individuals hired under this authority enter into an employment relationship with the EAC. The contract employees were supervised by an EAC program director who participated directly in the project. For example, the supervisor approved, facilitated, scheduled and participated in interviews conducted for the project. Further, the contract employees were provided research materials and other support from EAC law clerks and staff. As stated by their contract, these consultants were hired so that the EAC could “...obtain consulting services from an individual who can provide advice drawn from broad professional and technical experience in the area of voter fraud and intimidation.”⁵ Moreover, the contracts clearly forbid the consultants from releasing the draft they created consistent with the privilege the EAC is asserting. The contract states:

All research, information, documents, and any other intellectual property (including but not limited to policies, procedures, manuals, and other work created at the request or otherwise while laboring for the EAC) shall be owned exclusively by the EAC, including copyright. All such work product shall be turned over to the EAC upon completion of your appointment term or as directed by the EAC. The EAC shall have exclusive rights over this material. You may not release government information or documents without the express written permission of the EAC.⁶

¹ Department of the Interior v. Klamath Water Users Protective Association, 532 U.S. 1, 9-11 (2001) (Citing Harry E. Hoover v. Dept. of the Interior, 611 F.2d 1132, at 1138 (1980); Lead Industries Assn. v. OSHA, 610 F.2d 70, 83 (C.A.5 1980) (applying exemption 5 to draft reports prepared by contractors); and Government Land Bank v. GSA, 671 F.2d 663, 665 (CA1 1982)); See also Hertzberg v. Veneman, 273 F. Supp. 2d 67, 76 n.2 (D.D.C. 2003).

² Klamath, at 10.

³ Hoover, 611 F.2d at 1138.

⁴ NLRB v. Sears, Roebuck & Co., 41 U.S. at 151.

⁵ See the consultant contracts for Job Serebrov and Tova Wang, enclosed.

⁶ See *Id.*

Finally, the purpose or subject of the draft report at issue was to make an EAC determination on how voter fraud should be studied by the agency. This was to be done by (1) accessing the nature and quality of the information that presently exists on the subject matter, (2) defining the terms and scope of EAC study as proposed by HAVA, (3) determining what is to be studied and (4) determining how it is to be studied. EAC's interpretation of HAVA and its determination of what it will study and how it will use its resources to study it are matters of agency policy and decision.

With regard to the Voter Identification draft, it was created by Rutgers University in conjunction with the Moritz College of Law (Ohio State University) to "...provide research assistance to the EAC for the development of voluntary guidance on provisional voting and voting identification procedures."⁷ The stated objective of the contract was to:

...obtain assistance with the collection, analysis and interpretation of information regarding HAVA provisional voting and voter identification requirements for the purpose of drafting guidance on these topics... The anticipated outcome of this activity is the generation of concrete policy recommendations to be issued as voluntary guidance for States.⁸

As with the voter fraud and intimidation study mentioned above, the contractors were provided guidance, information, and were directed by EAC personnel. The final product they delivered (draft report sought) was identified as "a guidance document for EAC adoption." Clearly, as noted by the contract, the issuance of Federal guidance to states is a matter of government policy and limited to official EAC action.

The EAC has decided to waive the processing fees for your request. If you interpret any portion of this response as an adverse action, you will have an opportunity to appeal it to the Election Assistance Commission. However, as this letter is only partially responsive to your request, please hold any appeal until your request has been fully addressed. At that time, your appeal must be in writing and sent to the address noted on the above letterhead. Any appeal submitted, must be postmarked no later than 60 calendar days from the date of EAC's final response letter. Please include your reasons for reconsideration and attach a copy of this and subsequent EAC responses.

Sincerely,



Jeannie Layson
Director of Communications
U.S. Election Assistance Commission

Attachments:

1. Your Request Letter (dated November 8, 2006)
2. Responsive Documents

⁷ See EAC Contract, Act Number E4014127 (enclosed).

⁸ See *Id.*

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COPY P-05

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See Instructions in GSAR
 553.370-300-1 for distribution
 PAGE 1 OF 1 PAGES

1. DATE OF ORDER: 05/24/05
 2. ORDER NUMBER: [Blank]
 3. CONTRACT NUMBER: [Blank]
 4. [Blank] E4014127

FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 8035	ORG CODE TZM9110	B/A CODE 10	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE 000	C/E CODE 516	PROJ./PROS. NO.	CC-A	MDL	FI	GA DEBT
W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT	

7. TO: CONTRACTOR (Name, address and zip code)
 Rutgers, The State University of New Jersey
 Office of Research and Sponsored Programs
 3 Rutgers Plaza
 New Brunswick, NJ 08901

 Contact: Keith Osterhage [Redacted]

8. 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 delivery as indicated.
 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
 22-600-1086 (NAICS 61131-Not for Profit Public Institution)

9B. CHECK, IF APPROP
 WITHHOLD 20%
 Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

10A. CLASSIFICATION
 A. SMALL BUSINESS
 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.)
 Election Assistance Commission
 1225 New York Ave., NW, Suite 1100
 Washington, DC 20005
 (202) 566-3100

12. REMITTANCE ADDRESS (MANDATORY)
 Remittance via EFT

13. SHIP TO (Consignee address, zip code and telephone no.)
 Election Assistance Commission
 1225 New York Ave., NW, Suite 1100
 Washington, DC 20005
 (202) 566-3100

14. PLACE OF INSPECTION AND ACCEPTANCE
 EAC, 1225 NY Ave., Suite 1100, Washington, DC 20005

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

16. F.O.B. POINT
 Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 05/26/05
 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 (EAC). Eagleton Institute of Politics proposal to provide research assistance to support development of guidelines on topics of provisional voting and voter identification procedures. See attached Eagleton proposal and EAC Statement of Work for description and details of specifics and requirements. TOTAL COST OF CONTRACT: \$560,002.00				

21. RECEIVING OFFICE (Name, symbol and telephone no.)
 Gracia Hillman (202) 566-3100

TOTAL FROM 300-A(s) 560,002.00

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL 560,002.00

24. MAIL INVOICE TO: (Include zip code)
 General Services Administration (FUND)
 Election Assistance Commission
 1225 New York Ave., NW, Suite 1100
 Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
 Diana 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

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PURCHASE ORDER TERMS AND CONDITIONS

29-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

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 the 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 partial 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 ACR number (block 29) and shall be submitted in original only, unless otherwise specified, to the billing office designated in block 24 for receipt. Invoices shall remain the property of the Government until payment is received. The billing office address must correspond to the recipient 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 8 (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)
- 52.203-5 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.)
- 52.223-8 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)
- 52.248-1 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)

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COPY

ORDER FOR SUPPLIES AND SERVICES

MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

PAGE 1 OF 1 PAGES

1. DATE OF ORDER: 05/24/05

2. ORDER NUMBER: []

3. CONTRACT NUMBER: []

4. ACT NUMBER: E4014127

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)

Rutgers, The State University of New Jersey
Office of Research and Sponsored Programs
3 Rutgers Plaza
New Brunswick, NJ 08901

Contact: Keith Osterhage [REDACTED]

8. 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

22-600-1086 (NAICS 61131-Not for Profit Public Institution)

9B. CHECK, IF APPROP

WITHHOLD 20%

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

10A. CLASSIFICATION

A. SMALL BUSINESS 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.)

Election Assistance Commission
1225 New York Ave., NW, Suite 1100
Washington, DC 20005
(202) 566-3100

12. REMITTANCE ADDRESS (MANDATORY)

Remittance via EFT

13. SHIP TO (Consignee address, zip code and telephone no.)

Election Assistance Commission
1225 New York Ave., NW, Suite 1100
Washington, DC 20005
(202) 566-3100

14. PLACE OF INSPECTION AND ACCEPTANCE

EAC, 1225 NY Ave., Suite 1100, Washington, DC 20005

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

Election Assistance Commission

16. F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 05/26/05

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)
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	TOTAL COST OF CONTRACT: \$560,002.00				

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

Gracia Hillman (202) 566-3100

TOTAL FROM 300-A(s) 560,002.00

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL 560,002.00

24. MAIL INVOICE TO: (Include zip code)

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

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana 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

[Signature]

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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.

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(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).

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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 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 8. 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)

52.203-5 Covenant Against Contingent Fees (APR 84)

52.203-6 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)

52.232-26 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)

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

May 24, 2005

Mr. Keith Osterhage, Director
Office of Research and Sponsored Programs
Rutgers, The State University of New Jersey
3 Rutgers Plaza
New Brunswick, New Jersey 08901

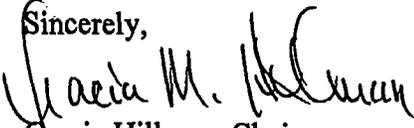
Dear Mr. Osterhage:

Enclosed is a signed contract in the amount of \$560,002.00 for the provision of research assistance to the U.S. Election Assistance Commission (EAC) for the development of voluntary guidance on provisional voting and voter identification procedures. The EAC has accepted the basic proposal submitted by the Eagleton Institute of Politics and has also elected to include the optional survey of local election officials. This proposal was evaluated as providing the best value to the government through a competitive source selection process. The proposal is incorporated by reference into the contract.

The U.S. Election Assistance Commission (EAC) was created by the Help America Vote Act of 2002 (HAVA) and is charged with assisting the States in meeting the election reform requirements mandated by this legislation. One of the EAC's principal tasks is to provide guidance to the States on the interpretation of HAVA and its requirements. The provisional voting and voter identification effort that will be supported by this contract is a major element of EAC's Fiscal Year 2005 research agenda. The objective of this work is to develop guidance on these topics that States can utilize in the 2006 election cycle.

To acknowledge your receipt and acceptance of this contract, please countersign and date below and return one copy of this letter to the attention of Carol A. Paquette, Interim Executive Director.

We look forward to working with Rutgers University and the Eagleton Institute on this very important research effort.

Sincerely,

Gracia Hillman, Chair

Keith Osterhage
Rutgers, The State University of New Jersey

May 24, 2005

CONTRACT TO PROVIDE RESEARCH ASSISTANCE TO THE EAC FOR THE DEVELOPMENT OF VOLUNTARY GUIDANCE ON PROVISIONAL VOTING AND VOTER IDENTIFICATION PROCEDURES

0.0 **Background:** Sec. 302(a) of HAVA requires that all States allow the casting of provisional ballots in instances where a voter declares their eligibility to vote but their name does not appear on the official list of eligible voters, or an election official asserts that a voter is not eligible to vote. This section describes several requirements for implementation of provisional voting, but the States have considerable latitude in specifying how to carry out these requirements. The EAC seeks to examine how provisional voting was implemented in the 2004 general election and to prepare guidance for the States on this topic for the 2006 Federal elections.

HAVA Sec. 303(b) mandates that first time voters who register by mail are required to show proof of identity before being allowed to cast a ballot. The law prescribes certain requirements concerning this section, but also leaves considerable discretion to the States for its implementation. The EAC seeks to examine how these voter identification requirements were implemented in the 2004 elections and to prepare guidance on this topic for the 2006 elections.

One of the remedies for a voter not having an acceptable proof of identity is to allow the voter to cast a provisional ballot, either at the polling place or by mail. This linkage between these two HAVA sections provides a rationale for conducting research on these topics in parallel. However, it is anticipated that two separate guidance documents will result.

1.0 **Objective:** The objective of this contract is for EAC to obtain assistance with the collection, analysis and interpretation of information regarding HAVA provisional voting and voter identification requirements for the purpose of drafting guidance on these topics in time for implementation for the 2006 Federal elections. The anticipated outcome of this activity is the generation of concrete policy recommendations to be issued as voluntary guidance for States.

2.0 **Scope:** In general the Contractor shall be responsible for all research and analysis activities, including the conduct of public hearings for fact finding and public comment purposes. However, in light of the need to get started on this work, the EAC conducted a public hearing on provisional voting on February 23, 2005.

An initial framework for provisional voting policy has been set by the court decisions rendered on the election procedures utilized in the 2004 election. The 6th Circuit decision, in particular, has drawn some boundaries which must be given

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due regard in the course of considering future policy alternatives for provisional voting.

Notice of public meetings and hearings is required to be published in the Federal Register. The Contractor shall be responsible for preparing the notice documents, and the EAC will submit the notices and cover the cost of publication. In addition, draft guidance documents must be published in the Federal Register to obtain public comment prior to their adoption. Again, the Contractor will work with the EAC to prepare the draft documents for publication, which the EAC will submit and pay for the cost of publication. Comments received will be provided to the Contractor for analysis and incorporation into the final guidance documents, as appropriate.

3.0 Specific Tasks

For ease of reference, following task 3.3 the remaining tasks are listed separately under the headings of Provisional Voting and Voter Identification Requirements. It is anticipated that the work on these two topics will be conducted essentially concurrently.

- 3.1 Update the project work plan, as required. The Contractor shall update and deliver the Project Plan not later than 10 days after contract award. This plan shall describe how the Contractor will accomplish each of the project tasks, including a timeline indicating major milestones. A single document will be prepared to include both provisional voting and voter identification tasks. The updated Project Plan shall be formally briefed to the EAC Project Manager and lead Commissioner.
- 3.2 Submit monthly progress reports. The Contractor shall submit a monthly progress report within 2 weeks of the end of each month. This report shall provide a brief summary of activities performed and indicate progress against the timeline provided in the Project Plan. Any issues that could adversely affect schedule should be identified for resolution. Budget status shall also be provided.
- 3.3 Conduct periodic briefings for the EAC. The Contractor shall periodically meet with the EAC Project Manager and the lead Commissioner for this work to discuss research findings and progress. The Project Plan should make allowance for this activity. The number and frequency of briefings will be determined by the Contractor Project Manager and the EAC Project Manager as the work progresses. The Contractor may also be required to periodically brief the full Commission on their work.

Provisional Voting

- 3.4 Collect and analyze State legislation, administrative procedures, and court cases. An understanding of the disparities and similarities of how provisional voting was implemented around the country will provide a baseline for the consideration of future approaches. Seventeen States never had provisional voting before HAVA was enacted, while many other States did. A State-by-State compendium of the legislation, procedures, and litigation reviewed shall be delivered along with the analysis results.

Topics of particular interest include the following:

- How did States prepare for the onset of the HAVA provisional ballot requirement?
- How did this vary between States that had previously had some form of provisional ballots and those that did not?
- How did litigation affect the implementation?
- How effective was provisional voting in enfranchising qualified voters?
- Did State and local processes provide for consistent counting of provisional ballots?
- Did local election officials have a clear understanding of how to implement provisional voting?

- 3.5 Recommend alternative approaches for future implementation of provisional voting. The Contractor shall conduct a literature review to identify other research results and data available on this topic. The EAC Election Day Survey, for example, contained several questions on provisional voting. The EAC will make these survey data available to the Contractor. Based on their analysis of available research and the results of Task 4.5, the Contractor shall diagnose the problems and challenges of provisional voting implementation and hypothesize alternative approaches.

The Contractor shall assess the efficacy of these alternatives in relation to the following inter-related policy objectives: (1) enabling the maximum number of eligible voters to cast ballots that will be counted; (2) providing procedural simplicity for voters, poll workers, and election officials; (3) minimizing opportunity for voter fraud; and (4) maintaining a reasonable workload for election officials and poll workers. Additional policy considerations may be identified in the course of this research effort. The Contractor shall document and brief these alternatives to the Commission.

- 3.6 Prepare preliminary draft guidance document. Based on the feedback received from the Commission, the Contractor shall prepare a draft guidance document for review and comment by the EAC Board of Advisors and Standards Board. EAC will convene a meeting or teleconference of the Boards for the discussion of this document. The Contractor shall provide the document in advance and participate in the meeting to answer questions and

record comments.

- 3.7 Revise draft guidance for publication in the Federal Register. The Contractor shall revise the guidance document as appropriate to reflect the comments of the EAC, the Board of Advisors and the Standards Board and prepare the draft guidance for publication in the Federal Register by the EAC.
- 3.8 Arrange one public hearing for receiving public comment on draft guidance. This hearing should be scheduled 30 days after the initial publication date. The Contractor shall select the location in consultation with the EAC. EAC will handle publicity for the meeting.
- 3.9 Prepare final guidance document for EAC adoption. Review all comments received in response to Federal Register publication and at public hearing and revise guidance document as appropriate. Provide final version to EAC for adoption.

Voter Identification Requirements

- 3.10 Collect and analyze State legislation, administrative procedures, and court cases. It is assumed that the collection of information for analysis of voter identification requirements will be performed concurrently with the research for Task 4.5. An understanding of the disparities and similarities of how voter identification requirements were implemented around the country will provide a baseline for the consideration of future approaches. A State-by-State compendium of the legislation, procedures, and litigation reviewed shall be delivered along with the analysis results.
- 3.11 Convene a half day public hearing on the topic of voter identification requirements. This hearing should occur early in the research process as an informational hearing where all points of view on this topic can be aired. The Contractor shall be responsible for all aspects of planning and conducting this hearing in consultation with the EAC. The Contractor shall identify three panels of three to four speakers each. The Contractor shall arrange for speaker attendance to include travel and per diem expenses. The EAC will provide publicity for the hearing. The Contractor shall prepare a document summarizing the proceedings and containing all testimony provided.
- 3.12 Recommend alternative approaches for future implementation of HAVA voter identification requirements. The Contractor shall conduct a literature review to identify other research results and data available on this topic. Based on their analysis of available research and the results of Task 4.11, the Contractor shall diagnose the problems and challenges of voter identification and hypothesize alternative approaches. The Contractor shall

coordinate with the EAC to identify appropriate policy objectives by which to assess these alternatives. The Contractor shall document and brief these alternatives to the Commission.

- 3.13 Prepare preliminary draft guidance document. Based on the feedback received from the Commission, the Contractor shall prepare a draft guidance document for review and comment by the EAC Board of Advisors and Standards Board. EAC will convene a meeting or teleconference of the Boards for the discussion of this document. The Contractor shall provide the document in advance and participate in the Board meeting to answer questions and record comments.
- 3.14 Revise draft guidance for publication in the Federal Register. The Contractor shall revise the guidance document as appropriate to reflect the comments of the EAC, the Board of Advisors and the Standards Board and prepare the draft guidance for publication in the Federal Register by the EAC.
- 3.15 Arrange a second public hearing for receiving public comment on the draft guidance. This hearing should be scheduled 30 days after the initial publication date. The Contractor shall select the location in consultation with the EAC. EAC will handle publicity for the hearing.
- 3.16 Prepare final guidance document for EAC adoption. Review all comments received in response to Federal Register publication and at public hearing and revise guidance document as appropriate. Provide final version to EAC for adoption.
- 4.0 Contract Type. The contract type will be Time and Materials in the amount of \$560,002.00.
- 5.0 Place of performance. The principal place of performance will be the Contractor's place of business. Meetings and occasional work efforts may be performed at the EAC offices. Some travel will be required.
- 6.0 Period of Performance. The period of performance is from date of award until December 30, 2005.
- 7.0 Schedule of Deliverables:
 1. Updated project plan – 10 days after contract award
 2. Progress reports – monthly
 3. Briefings – as required
 4. Analysis report on provisional voting, including compendium of legislation, procedures and litigation - TBD
 5. Alternatives report on provisional voting – TBD

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6. Preliminary draft guidance on provisional voting - TBD
7. Draft guidance on provisional voting for publication – 9/2005
8. Public hearing on draft guidance – 30 days after publication
9. Final guidance on provisional voting for EAC adoption – 10/2005
10. Analysis report on voter identification requirements, including compendium of legislation, procedures and litigation – TBD
11. Public hearing on voter identification requirements – TBD
12. Summary of voter identification requirements hearing - TBD
13. Alternatives report on voter identification requirements - TBD
14. Preliminary draft guidance on voter identification requirements - TBD
15. Draft guidance on voter identification requirements for publication – 11/2005
16. Public hearing on draft guidance – 30 days after publication
17. Final guidance on voter identification requirements to EAC for adoption – 12/2005

8.0 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 Karen Lynn-Dyson. She will review and approve all work on behalf of the Commission.

9.0 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.

10.0 Accounting and Appropriation Data: Funds in the amount of \$560,002.00 are available for this task order.

11.0 General Provisions:

11.1 *Proposal Incorporated.* The Contractor's proposal is incorporated by reference into the statement of work.

11.2 *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 contract price. The EAC must exercise its post-acceptance rights within ten (10) days after the defect was discovered or should have been discovered.

11.3 *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.

- 11.4 *Changes.* Changes in the terms and conditions of this Contract may be made only by written agreement signed by authorized representatives of both parties.
- 11.5 *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.
- 11.6 *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.
- 11.7 *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- 11.8 *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.
- 11.9 *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.
- 11.10 *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 rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulations in effect on the date of this contract.

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FY06 - No Cost Amend

ORDER FOR SUPPLIES AND SERVICES

1. DATE OF ORDER: 02/23/06
 2. ORDER NUMBER: [Blank]
 3. CONTRACT NUMBER: 553.370-300-1 for distribution
 4. ACT NUMBER: 1
 E4014127A

5. ACCOUNTING CLASSIFICATION

FUND: 8035	ORG CODE: TZM9110	B/A CODE: 10	O/C CODE: 25
FUNC CODE: 000	C/E CODE: 516	PROJ./PROS. NO.:	CC-A:
W/ITEM:	CC-B:	PRT./CRFT:	

6. FINANCE DIVISION

AC	SS	VENDOR NAME
MDL	FI	G/L DEBT
AI	LC	DISCOUNT

7. TO: CONTRACTOR (Name, address and zip code)
 Rutgers, The State University of New Jersey
 Office of Research and Sponsored Programs
 3 Rutgers Plaza
 New Brunswick, NJ 08901

Contact: Keith Osterhage [Redacted]

8. TYPE OF ORDER: A. PURCHASE
 Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.

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. [Blank] AUTHORITY FOR ISSUING: 01 FAR 43.103(a)(3)

A. EMPLOYER'S IDENTIFICATION NUMBER: 2-600-1086 (NAICS 61131-Not for Profit Public Institution)

9B. CHECK, IF APPROPRIATE, WITHHOLD 20%:

9A. CLASSIFICATION:
 A. SMALL BUSINESS
 B. OTHER THAN SMALL BUSINESS
 C. SMALL DISADVANTAGED
 D. SMALL WOMEN-OWNED

10. ISSUING OFFICE (Address, zip code, and telephone no.):
 Election Assistance Commission
 225 New York Ave., NW, Suite 1100
 Washington, DC 20005
 (202) 566-3100

12. REMITTANCE ADDRESS (MANDATORY):
 Remittance via EFT

10B. TYPE OF BUSINESS ORGANIZATION:
 A. CORPORATION
 B. PARTNER-SHIP
 C. SOLE

13. SHIP TO (Consignee address, zip code and telephone no.):
 Election Assistance Commission
 1225 New York Ave., NW, Suite 1100
 Washington, DC 20005
 (202) 566-3100

14. PLACE OF INSPECTION AND ACCEPTANCE: AC, 1225 NY Ave., Suite 1100, Washington, DC 20005

15. REQUISITION OFFICE (Name, symbol and telephone no.): Election Assistance Commission

16. DELIVERY F.O.B. POINT ON OR BEFORE: 01/26/06

17. GOVERNMENT B/L NO. [Blank]

18. 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 (EAC). Eagleton Institute of Politics proposal to provide research assistance to support development of guidelines on topics of provisional voting and voter identification procedures. See attached for description of this no-cost extension amendment.				
	TOTAL COST OF CONTRACT: \$560,002.00				

RECEIVING OFFICE (Name, symbol and telephone no.): Election Assistance Commission (202) 566-3100

23. GROSS SHIP WT. [Blank]

TOTAL FROM 300-A(s): 560,002.00

GRAND TOTAL: 560,002.00

MAIL INVOICE TO: (Include zip code)
 Federal Services Administration (FUND)
 Election Assistance Commission
 225 New York Ave., NW, Suite 1100
 Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
 Diana Scott

25B. TELEPHONE NO.: (202) 566-3100

26A. NAME OF CONTRACTING/ORDERING OFFICER (Type):
 Thomas R. Wilkey, Executive Director

26B. TELEPHONE NO.: (202) 566-3100

26C. SIGNATURE: [Signature]

PURCHASE ORDER TERMS AND CONDITIONS

52.224-70 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.

52.210-79 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 late 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 our convenience. All days referred to in the extracts below are calendar days.

(1) . . . 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 . . .

(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 payment, 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 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)
- 52.203-5 Covenant Against Contingent Fees (APR 84)
- 52.203-6 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)
- 52.222-28 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)

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ORDER FOR SUPPLIES AND SERVICES

NUMBER MARK ALL PACKAGES WITH PAGE OF PAGES

1. DATE OF ORDER 02/23/06	2. ORDER NUMBER	3. CONTRACT NUMBER	4. ACT NUMBER E4014127A
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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)

Rutgers, The State University of New Jersey
Office of Research and Sponsored Programs
3 Rutgers Plaza
New Brunswick, NJ 08901

Contact: Keith Osterhage

B. TYPE OF ORDER	REFERENCE YOUR
<input checked="" 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
	01 FAR 43.103(a)(3)

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

9A. EMPLOYER'S IDENTIFICATION NUMBER

22-600-1086 (NAICS 61131-Not for Profit Public Institution)

9B. CHECK, IF APPROPRIATE
<input type="checkbox"/> WITH-HOLD 20%

9A. CLASSIFICATION

<input type="checkbox"/> A. SMALL BUSINESS	<input checked="" type="checkbox"/> B. OTHER THAN SMALL BUSINESS	<input type="checkbox"/> C. SMALL DISADVANTAGED	<input type="checkbox"/> D. SMALL WOMEN-OWNED
--	--	---	---

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

Election Assistance Commission
225 New York Ave., NW, Suite 1100
Washington, DC 20005
(202) 566-3100

12. REMITTANCE ADDRESS (MANDATORY)

Remittance via EFT

10B. TYPE OF BUSINESS ORGANIZATION

<input type="checkbox"/> A. CORPORATION	<input type="checkbox"/> B. PARTNER-SHIP	<input type="checkbox"/> C. SOLE
---	--	----------------------------------

13. SHIP TO (Consignee address, zip code and telephone no.)

Election Assistance Commission
1225 New York Ave., NW, Suite 1100
Washington, DC 20005

(202) 566-3100

14. PLACE OF INSPECTION AND ACCEPTANCE

AC, 1225 NY Ave., Suite 1100, Washington, DC 20005

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

Election Assistance Commission

16. F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE
01/26/06

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 (EAC). Eagleton Institute of Politics proposal to provide research assistance to support development of guidelines on topics of provisional voting and voter identification procedures. See attached for description of this no-cost extension amendment.				
	TOTAL COST OF CONTRACT: \$560,002.00				

RECEIVING OFFICE (Name, symbol and telephone no.)

Election Assistance Commission (202) 566-3100

SHIPPING POINT

23. GROSS SHIP WT.

TOTAL FROM 300-A(s)

560,002.00

GRAND TOTAL

560,002.00

MAIL INVOICE TO: (Include zip code)

Federal Services Administration (FUND)

Election Assistance Commission

1225 New York Ave., NW, Suite 1100

Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana Scott

25B. TELEPHONE NO.

(202) 566-3100

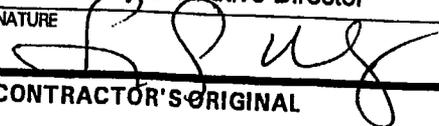
26A. NAME OF CONTRACTING/ORDERING OFFICER (Type)

Thomas R. Wilkey, Executive Director

26B. TELEPHONE NO.

(202) 566-3100

26C. SIGNATURE



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FEDERAL SERVICES ADMINISTRATION

2. CONTRACTOR'S ORIGINAL

GSA FORM 300 (REV. 2-93)

PURCHASE ORDER TERMS AND CONDITIONS

52.220-70 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.

52.210-79 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 60 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.

(1) . . . 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 . . .

(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 payment, 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 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)
- 52.203-5 Covenant Against Contingent Fees (APR 84)
- 52.203-6 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.)
- 52.226-3 Buy American Act - Supplies (JAN 89)
- 52.226-11 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)

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

January 24, 2005

MEMORANDUM FOR THE RECORD

Background

On May 24, 2005 the U.S. Election Assistance Commission awarded an eight month contract (December 30, 2005) in the amount of \$560,002.00 to the Eagleton Institute of Politics (Rutgers, The State University of New Jersey) to provide research assistance to support development of guidelines on the topics of provisional voting and voter identification procedures.

Contractor's Request for a No-Cost Extension

On November 15, 2005, John Weingart, Associate Director of the Eagleton Institute of Politics, requested via e-mail, a no-cost extension on this contract (E4014127). Mr. Weingart had requested an extension to complete the work of this contract to February 28, 2006.

In response to EAC's requests for additional information related to the no-cost extension, in a January 13, 2006 e-mail, Mr. Weingart revised the request for the extension to March 31, 2006. Mr. Weingart did note that he would still like to conclude the project's work by the end of February.

In various correspondences, Mr. Weingart notes the following reasons for the request:

"The original work schedule called for EAC to publish in mid-October, voluntary guidance and/or recommended best practices for provisional voting, based on Eagleton's research. In making that time estimate, we did not provide sufficient time for the EAC to review and consider the draft reports that would form the basis for that publication..... The additional time required to complete the work on provisional voting has delayed the completion of our analysis of Voter Identification issues. The draft report of that topic will be submitted to the EAC in mid-January".

"Our request for a no-cost, reallocation of resources is based on (a) the fact that our personnel costs have already been higher than we anticipated and (b) the reality that keeping the project operating for at least nine months, instead of the seven as planned,

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will require the participants to devote more time than anticipated. While we are not producing more product than originally promised, the time involved in our work continues to increase... We anticipate this research monitoring and revising to continue for the months added to the project, necessitating significantly more hours by all members of the project team than anticipated”.

The contractor anticipates reallocating funds primarily from the public hearings line item (\$81,120) and spending approximately \$33,750 more than originally budgeted on personnel, \$23,171 more on the subcontract with Ohio State and \$20,250 more on consultants. The EAC elected to not hold public hearings on the topics of provisional voting and voter identification.

Specifics of the Extension

The contractor has provided the following breakdown and explanation of the personnel and consultant costs, associated with this extension.

1. ***Eagleton Institute of Politics personnel:***

Original budgeted project personnel costs-\$110,695 (May-December)
Revised project personnel costs- \$144,444 (May-February)

2. ***Consultant Services:***

Original budgeted costs: \$79,500 (May-December)
Revised costs -\$99,750 (May-February)

3. ***Moritz School of Law personnel and overhead:***

Original budgeted costs: \$84,744 (May-December)
Revised costs- \$107,915 (May-February)

Total project budget:

Original budgeted costs: \$560,002 (May- December)
Revised project cost: \$549,831 (May-February)

EAC Staff Recommendation

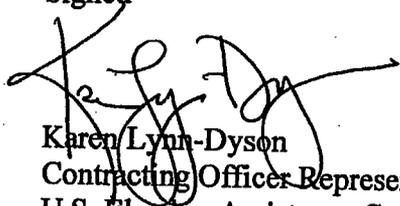
Karen Lynn-Dyson, the EAC's Contracting Officer Representative assigned to this contract has reviewed this request, the rationale and authority for it (FAR 43.103(a)(3)) and finds it to be appropriate. To date the Eagleton Institute has consistently met its deadlines for major project deliverables and stayed within the project's overall budget.

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Based upon the work products provided to the EAC, thus far, the additional personnel expenses which the contractor has incurred appear to be reasonable. To grant the Eagleton Institute a three-month extension on this contract in order to obtain the necessary feedback on major documents it has produced will be within the best interests of the Election Assistance Commission, and therefore, the federal government.

EAC's Contracting Officer Representative finds that to grant the Eagleton Institute a no-cost extension for the modification of its contract with the EAC is within the scope of the original agreement and is recommending that this modification to the contract be made.

Signed



Karen Lynn-Dyson
Contracting Officer Representative
U.S. Election Assistance Commission



Thomas R. Wilkey
Executive Director
U.S. Election Assistance Commission

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE E4014127	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE 01/24/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY U.S. Election Assistance Commission 1225 New York Avenue Suite 1100 Washington, DC 20006	CODE	7. ADMINISTERED BY (if other than item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Rutgers, Office of Research and Sponsored Programs 3 Rutgers Plaza New Brunswick, NJ 08901			(X) 9A. AMENDMENT OF SOLICITATION NO	9B. DATE (SEE ITEM 11)	
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. E4014127	10B. DATE (SEE ITEM 11)	
FACILITY CODE			05/24/2005		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAR 43.103 OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE (WHICH IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X FAR 43.103(a)(3)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Pursuant to the terms of the above-referenced contract, the contractor was to present the EAC with draft reports that would form the basis for recommended best practices for provisional voting. The documents were to be published in mid-October after EAC review. The contractor did not receive EAC comments on the draft document until October, 2005. As a result, additional time is required to complete the work on provisional voting and analysis of Voter Identification issues. The extension will entail additional personnel time, but no additional funds to complete the work. The contractor anticipates that it will be able to complete its work during the week of March 31, 2006.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Constance J. Bornheimer Accounting Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas R. Wilkey, Executive Director
15B. CONTRACTOR OFFICE Constance J. Bornheimer (Signature of person authorized to sign)	15C. DATE SIGNED 02/06/06
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 01/19/06 2-22-06

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

l) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification
Net increase

\$ 019176

(2) Accounting classification
Net decrease

\$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ _____

(ii) Total contract price decreased by \$ _____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Eagleton Institute of Politics, Rutgers The State University of New Jersey
US Election Assistance Commission Project Budget (3/22/05)

Description	Budget	
Personnel		
Eagleton faculty/senior staff	35,000	Mandel, Weingart, Reed, Linky (various percentages)
Eagleton staff: logistics/administrative/clerical	15,000	(various percentages)
Fringe (32.5%)	16,250	
	66,250	
Hourly Personnel		
Research Coordinator	21,250	
Logistics/Admin Coordinator	12,325	
Research assistants	7,200	
Fringe on Hourly (9%)	3,670	
	44,445	
Subtotal Personnel Expenses		
Honoraria		
Honoraria for Peer Review Group	10,000	
Public Hearings (3 in 3 cities)		
Public Hearings	75,000	
2 Hearings in DC- train, ground, lodging, meals*	3,480	attended by 3 staff
1 Hearings in St. Louis- air, ground, lodging, meals**	2,640	attended by 3 staff
	81,120	
Briefings/Meetings with EAC		
Train, ground, lodging, meals***	5,200	5 briefings in DC, attended by 2 staff
General Operations		
Office supplies, software, telephone, copying, postage	10,000	
Desktop computers, laptop, printer	10,000	
	20,000	
Subcontract		
Project Director- O'Neill	79,500	
Ohio State University- Legal Analysis	84,744	Partner institution, Moritz College of Law, OSU
Subtotal Non Personnel Expenses		
Subtotal All Direct Cost	391,259	
Modified Total Direct Cost \$277,015****		
F&A on Modified Total Direct Cost (55.5%)	153,743	Rutgers University federally approved rate.
Total Project Budget	\$530,799	
Optional Surveys		
State Election Officials	15,000	Eagleton
Young Voters	25,000	Eagleton
Provisional Voting, 1st state	116,000	OSU Political Science
Provisional Voting, 1st additional state	75,000	OSU Political Science
Provisional Voting, 2nd additional state	60,000	OSU Political Science
Total Optional Surveys (no F&A)	\$291,000	

* Travel and lodging to two hearings in DC includes \$260 for train fare to DC, \$200 for hotel/lodging, and \$60 per day for two days for meals= \$580 per person per trip for three people.

** Travel and lodging to one hearing in St. Louis includes \$500 airfare to St. Louis, 2 nights hotel/lodging at \$100, and \$60 per day for three days for meals= \$880 per person for three people.

*** Travel and lodging to five Briefings/Meetings with EAC includes \$260 for train fare to DC, \$200 for hotel/lodging, and \$60 for meals= \$520 per person per trip for two people.

**** Modified total direct cost is equivalent to total direct cost except for two items - F&A included only on first \$25K of subcontract with Project Director (\$79,500) and first \$25K of subcontract with OSU (\$84,744).

019177

Fy06 - No cost Amend

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution

PAGE 1 OF 1 PAGES

1. DATE OF ORDER: 04/26/06

2. ORDER NUMBER:

3. CONTRACT NUMBER:

4. ACT NUMBER: E4014127B

5. ACCOUNTING CLASSIFICATION

FUND	ORG CODE	B/A CODE	O/C CODE
8035	TZM9110	10	25
FUNC CODE	C/E CODE	PROJ./PROS. NO.	CC-A
000	516		
W/ITEM	CC-B	PRT./CRFT	

6. FINANCE DIVISION

AC	SS	VENDOR NAME
MDL	FI	G/L DEBT
AI	LC	DISCOUNT

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

Rutgers, The State University of New Jersey
Office of Research and Sponsored Programs
3 Rutgers Plaza
New Brunswick, NJ 08901

Contact: Keith Osterhage [REDACTED]

8. 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 delivery as indicated.

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

02 FAR 43.103(a)(3)

A. EMPLOYER'S IDENTIFICATION NUMBER

9B. CHECK, IF APPROPRIATE

WITHHOLD 20%

10A. CLASSIFICATION

A. SMALL BUSINESS

B. OTHER THAN SMALL BUSINESS

C. SMALL DISADVANTAGED

D. SMALL WOMEN-OWNED

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

Election Assistance Commission
225 New York Ave., NW, Suite 1100
Washington, DC 20005
(202) 566-3100

10B. TYPE OF BUSINESS ORGANIZATION

A. CORPORATION

B. PARTNER-SHIP

C. SOLE

13. SHIP TO (Consignee address, zip code and telephone no.)

Election Assistance Commission
1225 New York Ave., NW, Suite 1100
Washington, DC 20005
(202) 566-3100

14. PLACE OF INSPECTION AND ACCEPTANCE

AC, 1225 NY Ave., Suite 1100, Washington, DC 20005

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

Election Assistance Commission

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 01/26/06

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 (EAC). Eagleton Institute of Politics proposal to provide research assistance to support development of guidelines on topics of provisional voting and voter identification procedures. See attached for description of this no-cost extension amendment.				
	TOTAL COST OF CONTRACT: \$560,002.00				

RECEIVING OFFICE (Name, symbol and telephone no.)

S. Election Assistance Commission (202) 566-3100

SHIPPING POINT

23. GROSS SHIP WT.

TOTAL FROM 300-A(s) 560,002.00

GRAND TOTAL 560,002.00

MAIL INVOICE TO: (Include zip code)

General Services Administration (FUND)

Election Assistance Commission

25 New York Ave., NW, Suite 1100

Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana Scott

25B. TELEPHONE NO. (202) 566-3100

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

Thomas R. Wilkey, Executive Director

26B. TELEPHONE NO. (202) 566-3100

26C. SIGNATURE [Signature]

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 52.232-26 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.

(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 . . .

(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 a 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 date 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 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)
- 52.203-5 Covenant Against Contingent Fees (APR 84)
- 52.203-6 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)

019179



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

To: File
From: Tamar Nedzar, Law Clerk
Date: April 21, 2006
Re: No-Cost Extension to contract number E4014127 with the Eagleton
Institute of Politics at Rutgers University

Background:

Contract E4014127 with the Eagleton Institute of Politics at Rutgers University ("contractor") was originally scheduled to be concluded on March 31, 2006. The contract's final products include a report on Voter Identification and a report on Provisional Voting. The contractor has vetted the reports with a Peer Review Group, pursuant to the terms of the contract.

Justification for No-Cost Extension:

The EAC wishes to supplement the contractor's Peer Review of the reports by adding another review process with some of the EAC's key stakeholders. The EAC proposes to assemble a panel of researchers during the week of May 8th to conduct the second review.

Following the second review, the contractor will revise its draft reports based on the comments it receives. The contractor will present its draft reports on Provisional Voting and Voter Identification to the EAC Advisory Board at its May 25th meeting in Washington, DC. The contractor will revise both draft reports, taking into account the EAC's Advisory Board's comments and submit the final reports to the EAC toward the end of June.

Recommendation:

The EAC recommends that contract E4014127 be modified at no cost to allow the contractor to complete their work by June 30, 2006.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
E4014127

PAGE OF PAGES

AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE
04/24/2006

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

ISSUED BY CODE

7. ADMINISTERED BY (if other than Item 6) CODE

3. Election Assistance Commission
25 New York Avenue, NW
Box 1100
Washington, DC 20005

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Department of Research and Sponsored Programs
University Plaza
P.O. Box 261
Trenton, NJ 08646

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
E4019892A

10B. DATED (SEE ITEM 11)
6/24/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

FACILITY CODE

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. You must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE OFFICE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

13A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X
FAR 43.103(a)(3)	
13B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
13C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
13D. OTHER (Specify type of modification and authority)	

IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
no-cost contract modification is intended to move the contractor's concluding date from March 31, 2006 to June 30, 2006. Pursuant to the terms of the referenced contract, the contractor was to have finished its work by March 31, 2006. However, the EAC wishes to conduct a supplemental review of the report on Voter Identification during the week of May 8, 2006. After the supplemental review, the contractor will revise the draft report and present two reports (Provisional Voting and Voter Identification) to the EAC Advisory Board at its May 25, 2006 meeting. Anticipating that the EAC Advisory Board will have comments on the two reports, the contractor will need an additional month to complete final edits and prepare presentations. The contractor thus anticipates completing its work by June 30, 2006.

As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print) JOHN WEINBART, Assoc. Director, Election Inst.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas R. Wilkey, Executive Director and Contractor Officer	019130
CONTRACTOR/OFFEROR <i>(Signature)</i>	16C. DATE SIGNED 4/25/06	16B. UNITED STATES OF AMERICA <i>(Signature)</i>
		16C. DATE SIGNED 4-25-06

Obligated FY05

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution

PAGE 1 OF 1 PAGES

1. DATE OF ORDER
11/08/05

2. ORDER NUMBER

3. CONTRACT NUMBER
EAC 05-67

4. A

E4019698

5. ACCOUNTING CLASSIFICATION

6. FINANCE DIVISION

FOR GOVERNMENT USE ONLY

FUND 8035	ORG CODE TZM91100	B/A CODE 10	O/C CODE 25
FUNC CODE 000	C/E CODE 516	PROJ./PROS. NO.	CC-A
W/ITEM	CC-B	PRT./CRFT	

AC	SS	VENDOR NAME
MDL	FI	G/L DEBT
AI	LC	DISCOUNT

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

Job Serebrov

Contact: Job Serebrov

8. 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 delivery as indicated.

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

114647486

9B. CHECK, IF APPROP WITHHOLD 20%

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

10A. CLASSIFICATION

A. SMALL BUSINESS 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.)

Election Assistance Commission
225 New York Ave., N.W., Suite 1100
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)

Job Serebrov
2110 South Spring Street
Little Rock, AR 72206

13. SHIP TO (Consignee address, zip code and telephone no.)

Same as block 11

14. PLACE OF INSPECTION AND ACCEPTANCE

EAC, 1225 New York Ave., NW, #1100, Wash. DC 20005

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

Election Assistance Commission

F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE
09/01/05

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 (EAC). Request to provide consulting services to the EAC to assist in the development of a Voting Fraud and Voter Intimidation Project. See the attached statement work for a description of the specifics. LABOR COST: \$50,000.00 TRAVEL COST: \$5,000.00 TOTAL COST OF CONTRACT: \$55,000.00				

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

S. Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s)

\$55,000.00

SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL

55,000.00

MAIL INVOICE TO: (Include zip code)

Federal Services Administration (FUND)
Election Assistance Commission
225 New York Ave., NW Suite 1100
Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana 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

FEDERAL SERVICES ADMINISTRATION

1. PAYING OFFICE

019181

ACT NUMBER E4019698; EAC CONTRACT NUMBER 05-67

Consulting Services to Assist EAC in the Development of a Voting Fraud and Voter Intimidation Project

Background

Section 241 of HAVA lists a number of election administration topics on which the U.S. Election Assistance Commission may elect to do research. In particular, Section 241(b) (6) and (7) state the two topics of nationwide statistics and methods of identifying, deterring and investigating voting fraud in elections for Federal offices; and identifying, deterring and investigating methods of voter intimidation. The EAC Board of Advisors has recommended that the EAC make research on these topics a high priority.

The EAC seeks to obtain consulting services from an individual who can provide advice drawn from broad professional and technical experience in the area of voter fraud and intimidation. The EAC needs this consultant to conduct a preliminary examination of these topics to determine if a larger research project might be warranted. If so, the consultant would also be tasked to define the scope of the project and prepare a Statement of Work for the EAC to use for a subsequent competitive procurement. To promote a balanced and non-partisan approach to this effort, EAC is contracting with two consultants, who will work jointly to perform the work described below.

Nature of the Appointment

The EAC enters into this contract pursuant to its authority to contract for consultants under 5 U.S.C. §3109 (See 42 U.S.C. §15324(b)). As such this contract is for personal services and creates a limited employment relationship. (See 5 C.F.R. §304). As a result of this unique relationship, and pursuant to this agreement, you are required to follow all Federal laws and regulations as they relate to the release of agency documents and information, travel and conduct. All research, information, documents and any other intellectual property, (including but not limited to policies, procedures, manuals, and other work created at the request or otherwise while laboring for the EAC) shall be owned exclusively by the EAC, including copyright. All such work product shall be turned over to the EAC upon completion of your appointment term or as directed by the EAC. The EAC shall have exclusive rights over this material. You may not release government information or documents without the express permission of the EAC.

Supervision and Management.

The EAC Project Manager for this effort is Margaret Sims, EAC Research Specialist. Ms. Sims will provide taskings, and supervise, review and approve all work and performance.

Period of Appointment, Compensation and Travel.

The period of appointment under this contract is estimated at six months. The appointment shall constitute intermittent appointment (without a regularly scheduled tour of duty) per 5 C.F.R. §340.401(b). The consultant shall not incur overtime. The consultants shall not receive automatic adjustments of pay based upon 5 U.S.C. 5303. The consultants are not eligible for sick and annual leave, nor compensation for work performed on federal holidays. The Consultant is expected to work 450 hours during the estimated six month appointment period. These hours must be distributed evenly over the period so that the Consultant is working approximately, but no more than 20 hours per week. The consultant shall be paid at a rate of \$111 per hour. The dates of performance are flexible but shall be based upon the needs of the project and the EAC. The project at issue is sought to be completed within the sixth month period. The period of appointment shall continue until the project, outlined below, is completed.

Consultant's duty station shall be his/her home or place of business. The consultant has access to and shall supply common office equipment to include telecommunications, internet, a computer, office supplies, facsimile machine and common workplace software (including Microsoft Word and Excel). Other resources will be provided by the EAC as needed and at its discretion.

The Consultant is required to travel on a periodic, as needed basis, throughout the duration of their appointment. All travel must be pre-approved by the EAC per Federal Travel Regulations and EAC policy. The Consultant will be reimbursed, at the Federal government rates, for hotel and ground transportation costs, proper incidental expenses, and per diem while on official, pre-approved EAC travel.

Areas of Responsibility

1. Develop a comprehensive description of what constitutes voting fraud and voter intimidation in the context of Federal elections.
2. Using the description developed above, perform background research, including both Federal and State administrative and case law review, and a summation of current activities of key government agencies, civic and advocacy organizations regarding these topics. Deliver a written summary of this research and all source documentation.
3. Work in consultation with other EAC staff and the Commissioners to identify a working group of key individuals and representatives of organizations knowledgeable about the topics of voting fraud and voter intimidation. The Working Group will be provided with the results of Tasks 1 and 2 as background information. The consultant will be responsible for developing a discussion agenda and convene the Working Group with the objective of identifying promising avenues for future research by EAC.

4. The consultant shall be responsible for creating a report summarizing the findings of this preliminary research effort and Working Group deliberations. This report should include any recommendations for future research resulting from this effort.
5. Should the EAC decide to pursue one or more of the recommendations made in the report noted above, the consultant will be responsible for defining the appropriate project scope(s) and preparing Statement(s) of Work sufficient for use in a competitive procurement.

Compensation Procedures

Compensation shall be made for work done by submitting invoices. Invoices shall be submitted on a monthly basis. These invoices shall state the number of labor hours that have been expended. Invoices shall be delivered to Ms. Margaret Sims for review and Ms. Diana Scott, Administrative Officer, U.S. Election Assistance Commission, 1225 New York Avenue, N.W., Suite 1100, Washington DC 20005. Compensation for travel shall be submitted by travel voucher consistent with federal travel regulation and EAC requirements.

Termination

This consultant contract can be terminated without cause in advance of the current end date by two weeks' notice in writing by either of the parties.

Estimated Project Timetable.

Deliverable	Due Date
Project work plan	10 days after contract award
Progress reports	monthly
Description of voting fraud and voter intimidation	October 2005
Summary of background research and associated source documentation	January 2006
Convene working group	February 2006
Summary report describing findings and recommendations for future EAC research	March 2006
Statement(s) of Work for future research project(s)	TBD

019185

FY 06

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution
PAGE 1 OF 1 PAGES
3. CONTRACT NUMBER EAC 06-05
4. ACT E4019905

1. DATE OF ORDER 02/24/06
2. ORDER NUMBER

5. ACCOUNTING CLASSIFICATION
FUND 8036 ORG CODE TZM91100 B/A CODE 10 O/C CODE 25
FUNC CODE 000 C/E CODE 516 PROJ./PROS. NO. CC-A
W/ITEM CC-B PRT./CRFT

6. FINANCE DIVISION
AC SS VENDOR NAME
MDL FI G/L DEBT
AI LC DISCOUNT

7. TO: CONTRACTOR (Name, address and zip code)
Job Serebrov
[Redacted]
Contact: Job Serebrov [Redacted]

8. TYPE OF ORDER REFERENCE YOUR
[X] A. PURCHASE
[B. DELIVERY]
Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.
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 144-64-7486
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
A. SMALL BUSINESS 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.)
Election Assistance Commission
1225 New York Ave, NW Suite - 1100
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)
Job Serebrov
2110 South Spring Street
Little Rock, AR 72206

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

4. PLACE OF INSPECTION AND ACCEPTANCE
J.S. EAC, 1225 NY Ave., NW, Suite 1100, Wash., DC 20005

15. REQUISITION OFFICE (Name, symbol and telephone no.)
U.S. Election Assistance Commission

6. F.O.B. POINT
Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 2/26/06

19. PAYMENT/DISCOUNT TERMS
Net 30

Table with 5 columns: ITEM NO. (A), SUPPLIES OR SERVICES (B), QUANTITY ORDERED (C), UNIT (D), UNIT PRICE (E), AMOUNT (F). Row 1: Description of consulting services, 1 unit, Labor: \$24,975.00, Travel: \$3,500.00, TOTAL COST OF CONTRACT: \$28,475.00.

RECEIVING OFFICE (Name, symbol and telephone no.)
S. Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s) \$28,475.00

SHIPPING POINT

GRAND TOTAL 28,475.00

MAIL INVOICE TO: (Include zip code)
General Services Administration (FUND)
Election Assistance Commission
225 New York Avenue, NW, Suite 1100
Washington, DC 20005

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
Diana M. Scott
26A. NAME OF CONTRACTING/ORDERING OFFICER (Type)
Thomas R. Wilkey, Executive Director
26C. SIGNATURE

26B. TELEPHONE NO. (202) 566-3100
26B. TELEPHONE NO. (202) 566-3100

GENERAL SERVICES ADMINISTRATION

1. PAYING OFFICE

019186

PURCHASE ORDER TERMS AND CONDITIONS

52.229-70 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.

52.210-79 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 acquisition 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".

2.232-1 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.

2.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

i) Discounts for prompt payment will not be considered in the valuation 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.

ii) 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.

(1) . . . 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 . . .

(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 a 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 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 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)
- 52.203-6 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.)
- 52.226-3 Buy American Act - Supplies (JAN 89)
- 52.226-11 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)
- 52.248-1 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)

019187

ORDER FOR SUPPLIES AND SERVICES

NOTE: MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

PAGE 1 OF 1 PAGES

1. DATE OF ORDER 12/24/06	2. ORDER NUMBER	3. CONTRACT NUMBER EAC 06-05	4. ACT NUMBER E4019905
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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)).

TO: CONTRACTOR (Name, address and zip code)

Job Serebrov

Contact: Job Serebrov

8. TYPE OF ORDER	REFERENCE YOUR
<input checked="" 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

9. EMPLOYER'S IDENTIFICATION NUMBER 44-64-7486	9B. CHECK, IF APPROPRIATE <input type="checkbox"/> 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
<input type="checkbox"/> A. SMALL BUSINESS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10B. TYPE OF BUSINESS ORGANIZATION
<input type="checkbox"/> A. CORPORATION <input type="checkbox"/> B. PARTNER-SHIP <input type="checkbox"/> C. SOLE

11. ISSUING OFFICE (Address, zip code and telephone no.) Election Assistance Commission 1225 New York Ave, NW Suite - 1100 Washington, DC 20005
--

12. REMITTANCE ADDRESS (MANDATORY) Job Serebrov 2110 South Spring Street Little Rock, AR 72206

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 Estimation

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE 2/26/06

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 (EAC). Request to provide consulting services to the EAC to assist in the development of a Voting Fraud and Voter Intimidation Project. See the attached statement work for a description of the specifics. Labor: \$24,975.00 Travel: \$3,500.00 TOTAL COST OF CONTRACT: \$28,475.00	1			

21. RECEIVING OFFICE (Name, symbol and telephone no.) S. Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s)	\$28,475.00
---------------------	-------------

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL	28,475.00
-------------	-----------

24. MAIL INVOICE TO: (Include zip code) General Services Administration (FUND) 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) Thomas R. Wilkey, Executive Director
--

26B. TELEPHONE NO. (202) 566-3100

26C. SIGNATURE 	019188
--------------------	--------

PURCHASE ORDER TERMS AND CONDITIONS

52.229-70 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.

52.210-79 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 valuation 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, offers 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 our 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 "remit 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 1966, 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 1966 are contained in 29 CFR Part 4.

52.222-41 SERVICE CONTRACT ACT OF 1966, 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 1966 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)
- 52.203-5 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)

019189

ACT NUMBER E4019905; EAC CONTRACT NUMBER 06-05
Personal Services Contract for Interim Expert Services

Background

Section 241 of HAVA lists a number of election administration topics on which the U.S. Election Assistance Commission may elect to do research. In particular, Section 241(b) (6) and (7) state the two topics of nationwide statistics and methods of identifying, deterring and investigating voting fraud in elections for Federal offices; and identifying, deterring and investigating methods of voter intimidation. The EAC Board of Advisors has recommended that the EAC make research on these topics a high priority.

The EAC seeks to obtain consulting services from an individual who can provide advice drawn from broad professional and technical experience in the area of voter fraud and intimidation. The EAC needs this expert to conduct a preliminary examination of these topics to determine if a larger research project might be warranted. To promote a balanced and non-partisan approach to this effort, EAC is contracting with two experts, who will work jointly to perform the work described below. This contract is a follow-on agreement to EAC Contract Number 05-67. That agreement for non-severable services expires February 25, 2006, without completion of the project. The originally estimated labor hours for the project were insufficient. As such, the EAC seeks to continue the work started in the previous contract but has changed the scope (or duties) of the contractor to limit project costs. This change is reflected in the scope of work section, below.

Nature of the Appointment

The EAC enters into this contract pursuant to its authority to contract for consultants and experts under 5 U.S.C. §3109 (See 42 U.S.C. §15324(b)). As such, this contract is for personal services and creates a limited employment relationship. (See 5 C.F.R. §304). The initial appointment under this agreement shall be for the intermittent employment of an expert as defined by 5 C.F.R. §304.102(d) and (e). The expert (hereinafter "contractor") shall work as required by the EAC, without a regularly scheduled tour of duty. Under no circumstances may contractor work more than 225 hours during the term of this agreement (5 C.F.R. §304.103(c)(2)(i)).

Supervision and Management.

The EAC Manager and Contracting Officer's Representative (COR) for this effort is Peggy Sims. Ms. Sims will provide taskings, and authorize, supervise, review and approve all work and performance. She will also approve all labor hours on invoices and travel vouchers submitted for compensation under this agreement.

019190

Period of Appointment.

The appointment under this contract is temporary and shall be for a period of up to four months. The contract period shall begin February 26, 2006. The contract may be extended and contractor reappointed for an additional period (not exceed one year) upon agreement of both parties. (See 5 C.F.R. §304.103(c)).

Compensation

The consultant shall be paid at a rate of \$111 per hour. Contractor shall perform the services prescribed by this agreement as directed by the COR on an intermittent basis. **However, in any event, the contractor shall not work more that [41 hours] in either of the 2 two week periods that make up each four week pay period.** Further, as aforementioned, the contractor may not work more than 225 hours during the term of this agreement. The dates of performance are flexible but shall be based upon the needs of the project and the EAC. COR shall provide contractor notice and authorization when performance under this agreement is required.

The consultant shall not incur overtime and is not eligible for premium pay under subchapter V of chapter 55 of title 5, United States Code. (5 C.F.R. §304.106(b)). The contractor, as an intermittent appointee, is also not entitled to sick or annual leave. Contractor will not receive compensation for Federal holidays when no work is performed. (5 C.F.R. §304.106(b)). The contractor shall not receive automatic adjustments of pay based upon 5 U.S.C. §5303. Contractor's pay rate may be increased at the sole discretion of the Contracting Officer, consistent with Federal regulations. Contractor may be reimbursed for other costs, such as local travel, consistent with this agreement if approved by the COR and submitted in writing via invoice.

Travel

The contractor may be required to travel on a periodic, as needed basis, throughout the duration of their appointment. All travel must be pre-approved by the EAC COR. The contractor will be reimbursed for hotel and ground transportation costs, proper incidental expenses, and per diem while on official, pre-approved EAC travel. Compensation for travel shall be made in accordance with the rates set forth in the Federal Travel Regulation. The amount reimbursed for travel shall not exceed \$3,500 in Federal Fiscal Year 2006.

Release of Information

As a result of the limited employment relationship created by this agreement, and pursuant to this agreement, you are required to follow all Federal laws and regulations as they relate to the release of agency documents and information. All research, information, documents and any other intellectual property (including but not limited to policies, procedures, manuals, and other work created at the request or otherwise while laboring for the EAC) shall be owned exclusively by the EAC, including copyright. All

such work product shall be turned over to the EAC upon completion of your appointment term or as directed by the EAC. The EAC shall have exclusive rights over this material. You may not release government information or documents without the express written permission of the EAC.

Compensation Procedures

Compensation shall be made for work done (labor hours) by submitting invoices. Invoices shall be submitted every four weeks from the date of award. A week shall be from Sunday to Saturday. The first pay period shall begin February 26, 2006. Invoices must be submitted every 4 weeks when compensable work under this contract has been performed. The COR will provide the contractor with an invoice schedule, identifying each of the invoice periods, and model invoice forms. Invoices shall be delivered to the COR for review and approval. Each invoice shall:

- (1) Identify each day (by date) that work was performed and the number of labor hours performed that day. Briefly describe the nature of the work performed for that day;
- (2) State the total number of labor hours that have been expended under the agreement for the invoice period;
- (3) State the total number of hours worked for each of the two week periods that make up the total invoice time;
- (4) Provide a cumulative total of hours worked during the entire contract performance period (one year);
- (5) Submit, as a separate line item, all reimbursable travel costs for approval. The submission must provide dates of travel, receipts and other information as required by the Federal Travel Regulation.
- (6) Include the contractor's signature, affirming that information contained in the invoice is accurate.

Duty Location

Contractor's duty station shall be his/her home or place of business. The contractor has access to and shall supply common office equipment to include telecommunications, internet access, a computer, office supplies, facsimile machine and common workplace software (including Microsoft Word, Project and Excel). All other resources will be provided by the EAC as needed and at its discretion.

Notices

Any notice, given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, telegram, registered, or regular mail as follows:

To EAC: 1225 New York Avenue, Suite 1100, Washington, DC 20005,
Attention: Contracting Officer Representative, Peggy Sims.

To Contractor: At EAC and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice whichever is later.

Areas of Responsibility (Statement of Work)

1. Submit a revised work plan reflecting revised due dates for deliverables.
2. Develop a comprehensive description of what constitutes voting fraud and voter intimidation in the context of Federal elections.
3. Using the description developed for 2 above, perform background research, including both Federal and State administrative and case law review, and a summation of current activities of key government agencies, civic and advocacy organizations regarding these topics. Deliver a written summary of this research and all source documentation.
4. Work in consultation with other EAC staff and the Commissioners to identify a working group of key individuals and representatives of organizations knowledgeable about the topics of voting fraud and voter intimidation. The Working Group will be provided with the results of the consultant's research (discussed in 2 and 3, above) as background information. The consultant will be responsible for developing a discussion agenda and convene the Working Group with the objective of identifying promising avenues for future research by EAC.
5. The consultant shall be responsible for creating a report summarizing the findings of this preliminary research effort and Working Group deliberations. This report should include any recommendations for future EAC research resulting from this effort.

Terms and Conditions

The following additional terms and conditions shall apply to this personal services contract:

a. Federal Acquisition Regulation Clauses Incorporated by Reference:

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. These clauses may be obtained on the internet at <http://farsite.hill.af.mil/>.

52.203-7 Anti-Kickback Procedures (JUL 1995)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sept 2005)

52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.232-17	Interest (JUN 1996)
52.246-25	Limitation of Liability-Services (FEB 1997)
52.252-4	Alterations in Contract (APR 1984)

b. Federal Acquisition Regulation Clauses in Full Text:

Contract Termination (FAR 52.249-12)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer. (End of Clause)

Site Visit (FAR 52.237-1)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. (End of Clause)

Protection of Government Buildings, Equipment, and Vegetation (FAR 52.237-2)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price. (End of Clause)

Covenant Against Contingent Fees (FAR 52.203-5)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty,

the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Contingent Fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.
(End of Clause)

Disputes (FAR 52.233-1), Alternate I

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
(End of Clause)

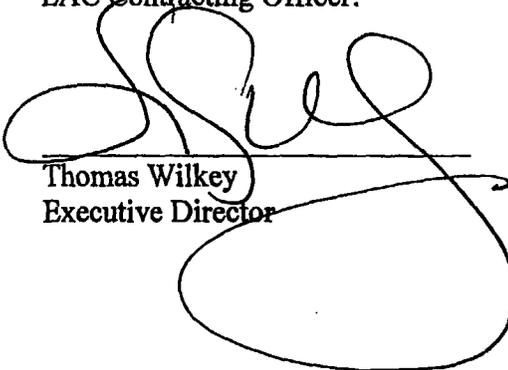
By signing below, contractor agrees to furnish the personal services set forth or otherwise identified, above, consistent with the conditions noted above and for the consideration stated herein.

Contractor:



Job Serebrov

EAC Contracting Officer:



Thomas Wilkey
Executive Director

F06

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution

PAGE 1 OF 1 PAGES

1. DATE OF ORDER
02/24/06

2. ORDER NUMBER

3. CONTRACT NUMBER
EAC 06-04

4.

E4019904

FOR GOVERNMENT USE ONLY

5. ACCOUNTING CLASSIFICATION

FUND 8036	ORG CODE TZM91100	B/A CODE 10	O/C CODE 25
FUNC CODE 000	C/E CODE 516	PROJ./PROS. NO.	CC-A
W/ITEM	CC-B	PRT./CRFT	

6. FINANCE DIVISION

AC	SS	VENDOR NAME
MDL	FI	G/L DEBT
AI	LC	DISCOUNT

TO: CONTRACTOR (Name, address and zip code)

Tova Wang

Contact: Tova Wang

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 delivery as indicated.

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

EMPLOYER'S IDENTIFICATION NUMBER
19-70-1137

9B. CHECK, IF APPROP
 WITHHOLD
20%

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

A. CLASSIFICATION

A. SMALL BUSINESS B. OTHER THAN SMALL BUSINESS C. SMALL DISADVANTAGED D. SMALL WOMEN-OWNED

10B. TYPE OF BUSINESS ORGANIZATION

A. CORPORATION B. PARTNER-SHIP C. SOLE

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

Election Assistance Commission
25 New York Ave, NW Suite - 1100
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)

Tova Wang
201 West 74th Street, Apt. 11F
New York, NY 10023

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

PLACE OF INSPECTION AND ACCEPTANCE

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

15. REQUISITION OFFICE (Name, symbol and telephone no.)
U.S. Election Assistance Commission

F.O.B. POINT
Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE
2/26/06

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 (EAC). Request to provide consulting services to the EAC to assist in the development of a Voting Fraud and Voter Intimidation Project. See the attached statement work for a description of the specifics. Labor: \$24,975.00 Travel: \$3,448.34 TOTAL COST OF CONTRACT: \$28,423.34				

RECEIVING OFFICE (Name, symbol and telephone no.)
Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s) \$28,423.34

GRAND TOTAL 28,423.34

MAIL INVOICE TO: (Include zip code)
Services Administration (FUND)
Election Assistance Commission
5 New York Avenue, NW, Suite 1100
Washington, DC 20005

23. GROSS SHIP WT.

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
Diana M. Scott

25B. TELEPHONE NO.
(202) 566-3100

26A. NAME OF CONTRACTING/ORDERING OFFICER (Type)
Thomas R. Wilkey, Executive Director

26B. TELEPHONE NO.
(202) 566-3100

26C. SIGNATURE

FEDERAL SERVICES ADMINISTRATION

1. PAYING OFFICE

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.

2.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

a) Discounts for prompt payment will not be considered in the valuation 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, offers awarded contracts may include prompt payment discounts on individual invoices.

i) 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.

(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 services performed by the Contractor . . .

(4) . . . An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include items listed in . . . (i) through . . . (viii) . . . If the invoice does not comply with these requirements, then the Contractor will be notified of 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 of 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 payment, 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)
- 52.203-6 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)
- 52.248-1 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)

01919

ORDER FOR SUPPLIES AND SERVICES

NOTE: MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

PAGE 1 OF 1 PAGES

DATE OF ORDER

2. ORDER NUMBER

3. CONTRACT NUMBER

4. ACT NUMBER

2/24/06

EAC 06-04

E4019904

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)).

TO: CONTRACTOR (Name, address and zip code)

Tova Wang

201 West 74th Street, Apt. 11F
New York, NY 10023

Contact: Tova Wang

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

1. EMPLOYER'S IDENTIFICATION NUMBER

19-70-1137

9B. CHECK, IF APPROPRIATE, TO WITHHOLD 20%

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

A. CLASSIFICATION

A. SMALL BUSINESS 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.)

Election Assistance Commission
25 New York Ave, NW Suite 1100
Washington, DC 20005

12. REMITTANCE ADDRESS (MANDATORY)

Tova Wang
201 West 74th Street, Apt. 11F
New York, NY 10023

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

14. PLACE OF INSPECTION AND ACCEPTANCE

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

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

U.S. Election Assistance Commission

F.O.B. POINT

Destination

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE

2/26/06

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)
	<p>Under the authority of Public Law 107-252, dated October 29, 2002, establishing the U.S. Election Assistance Commission (EAC). Request to provide consulting services to the EAC to assist in the development of a Voting Fraud and Voter Intimidation Project. See the attached statement work for a description of the specifics.</p> <p>Labor: \$24,975.00 Travel: \$3,448.34 TOTAL COST OF CONTRACT: \$28,423.34</p>				

RECEIVING OFFICE (Name, symbol and telephone no.)

Election Assistance Commission (202) 566-3100

TOTAL FROM 300-A(s)

\$28,423.34

SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL

28,423.34

MAIL INVOICE TO: (include zip code)

Federal Services Administration (FUND)
Election Assistance Commission

25 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)

Thomas R. Wilkey, Executive Director

26B. TELEPHONE NO.
(202) 566-3100

26C. SIGNATURE

2. CONTRACTOR'S ORIGINAL

GSA FORM 300 (REV. 2-93)

019206

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 valuation 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.

(1) . . . 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 . . .

(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 date 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 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 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. 201-208). 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.

52.262-2 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)
- 52.222-28 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.)
- 52.223-8 Drug Free Workplace (JUL 90)(Applies if contract is awarded to an individual.)
- 52.225-3 Buy American Act - Supplies (JAN 89)
- 52.226-11 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)

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ACT NUMBER E4019904; EAC CONTRACT NUMBER 06-04
Personal Services Contract for Interim Expert Services

Background

Section 241 of H.R. VA lists a number of election administration topics on which the U.S. Election Assistance Commission may elect to do research. In particular, Section 241(b) (6) and (7) state the two topics of nationwide statistics and methods of identifying, deterring and investigating voting fraud in elections for Federal offices; and identifying, deterring and investigating methods of voter intimidation. The EAC Board of Advisors has recommended that the EAC make research on these topics a high priority.

The EAC seeks to obtain consulting services from an individual who can provide advice drawn from broad professional and technical experience in the area of voter fraud and intimidation. The EAC needs this expert to conduct a preliminary examination of these topics to determine if a larger research project might be warranted. To promote a balanced and non-partisan approach to this effort, EAC is contracting with two experts, who will work jointly to perform the work described below. This contract is a follow-on agreement to EAC Contract Number 05-66. That agreement for non-severable services expires February 15, 2006, without completion of the project. The originally estimated labor hours for this project were insufficient. As such, the EAC seeks to continue the work started in this previous contract but has changed the scope (or duties) of the contractor to limit project costs. This change is reflected in the scope of work section, below.

Nature of the Appointment

The EAC enters into this contract pursuant to its authority to contract for consultants and experts under 5 U.S.C. §3109 (See 42 U.S.C. §15324(b)). As such, this contract is for personal services and creates a limited employment relationship. (See 5 C.F.R. §304). The initial appointment under this agreement shall be for the intermittent employment of an expert as defined by 5 C.F.R. §304.102(d) and (e). The expert (hereinafter "contractor") shall work as required by the EAC, without a regularly scheduled tour of duty. Under no circumstances may contractor work more than 225 hours during the term of this agreement (5 C.F.R. §304.103(c)(2)(i)).

Supervision and Management.

The EAC Manager and Contracting Officer's Representative (COR) for this effort is Peggy Sims. Ms Sims will provide taskings, and authorize, supervise, review and approve all work and performance. She will also approve all labor hours on invoices and travel vouchers submitted for compensation under this agreement.

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Period of Appointment.

The appointment under this contract is temporary and shall be for a period of up to four months. The contract period shall begin February 26, 2006. The contract may be extended and contractor reappointed for an additional period (not exceed one year) upon agreement of both parties. (See 5 C.F.R. §304.103(c)).

Compensation

The consultant shall be paid at a rate of \$111 per hour. Contractor shall perform the services prescribed by this agreement as directed by the COR on an intermittent basis. However, in any event, the contractor shall not work more than [41 hours] in either of the 2 two week periods that make up each four week pay period. Further, as aforementioned, the contractor may not work more than 225 hours during the term of this agreement. The dates of performance are flexible but shall be based upon the needs of the project and the EAC. COR shall provide contractor notice and authorization when performance under this agreement is required.

The consultant shall not incur overtime and is not eligible for premium pay under subchapter V of chapter 55 of title 5, United States Code. (5 C.F.R. §304.106(b)). The contractor, as an intermittent appointee, is also not entitled to sick or annual leave. Contractor will not receive compensation for Federal holidays when no work is performed. (5 C.F.R. §304.106(b)). The contractor shall not receive automatic adjustments of pay based upon 5 U.S.C. §5303. Contractor's pay rate may be increased at the sole discretion of the Contracting Officer, consistent with Federal regulations. Contractor may be reimbursed for other costs, such as local travel, consistent with this agreement if approved by the COR and submitted in writing via invoice.

Travel

The contractor may be required to travel on a periodic, as needed basis, throughout the duration of their appointment. All travel must be pre-approved by the EAC COR. The contractor will be reimbursed for hotel and ground transportation costs, proper incidental expenses, and per diem while on official, pre-approved EAC travel. Compensation for travel shall be made in accordance with the rates set forth in the Federal Travel Regulation. The amount reimbursed for travel shall not exceed \$6,500 in Federal Fiscal Year 2006.

Release of Information

As a result of the limited employment relationship created by this agreement, and pursuant to this agreement, you are required to follow all Federal laws and regulations as they relate to the release of agency documents and information. All research, information, documents and any other intellectual property (including but not limited to policies, procedures, manuals, and other work created at the request or otherwise while laboring for the EAC) shall be owned exclusively by the EAC, including copyright. All

such work product shall be turned over to the EAC upon completion of your appointment term or as directed by the EAC. The EAC shall have exclusive rights over this material. You may not release government information or documents without the express written permission of the EAC.

Compensation Procedures

Compensation shall be made for work done (labor hours) by submitting invoices. Invoices shall be submitted every four weeks from the date of award. A week shall be from Sunday to Saturday. The first pay period shall begin February 26, 2006. Invoices must be submitted every 4 weeks when compensable work under this contract has been performed. The COR will provide the contractor with an invoice schedule, identifying each of the invoice periods, and model invoice forms. Invoices shall be delivered to the COR for review and approval. Each invoice shall:

- (1) Identify each day (by date) that work was performed and the number of labor hours performed that day. Briefly describe the nature of the work performed for that day;
- (2) State the total number of labor hours that have been expended under the agreement for the invoice period;
- (3) State the total number of hours worked for each of the two week periods that make up the total invoice time;
- (4) Provide a cumulative total of hours worked during the entire contract performance period (one year);
- (5) Submit, as a separate line item, all reimbursable travel costs for approval. The submission must provide dates of travel, receipts and other information as required by the Federal Travel Regulation.
- (6) Include the contractor's signature, affirming that information contained in the invoice is accurate.

Duty Location

Contractor's duty station shall be his/her home or place of business. The contractor has access to and shall supply common office equipment to include telecommunications, internet access, a computer, office supplies, facsimile machine and common workplace software (including Microsoft Word, Project and Excel). All other resources will be provided by the EAC as needed and at its discretion.

Notices

Any notice, given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, telegram, registered, or regular mail as follows:

To EAC: 1225 New York Avenue, Suite 1100, Washington, DC 20005,
Attention: Contracting Officer Representative, Peggy Sims.

To Contractor: At EAC and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice whichever is later.

Areas of Responsibility (Statement of Work)

1. Submit a revised work plan reflecting revised due dates for deliverables.
2. Develop a comprehensive description of what constitutes voting fraud and voter intimidation in the context of Federal elections.
3. Using the description developed for 2 above, perform background research, including both Federal and State administrative and case law review, and a summation of current activities of key government agencies, civic and advocacy organizations regarding these topics. Deliver a written summary of this research and all source documentation.
4. Work in consultation with other EAC staff and the Commissioners to identify a working group of key individuals and representatives of organizations knowledgeable about the topics of voting fraud and voter intimidation. The Working Group will be provided with the results of the consultant's research (discussed in 2 and 3, above) as background information. The consultant will be responsible for developing a discussion agenda and convene the Working Group with the objective of identifying promising avenues for future research by EAC.
5. The consultant shall be responsible for creating a report summarizing the findings of this preliminary research effort and Working Group deliberations. This report should include any recommendations for future EAC research resulting from this effort.

Terms and Conditions

The following additional terms and conditions shall apply to this personal services contract:

a. Federal Acquisition Regulation Clauses Incorporated by Reference:

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. These clauses may be obtained on the internet at <http://arsite.hill.af.mil/>.

52.203-7 Anti-Kickback Procedures (JUL 1995)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sept 2005)

- 52.215-2 Audit and Records -- Negotiation (Jun 1999)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.252-4 Alterations in Contract (APR 1984)

b. Federal Acquisition Regulation Clauses in Full Text:

Contract Termination (FAR 52.249-12)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer. (End of Clause)

Site Visit (FAR 52.237-1)

Offerors or quarters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. (End of Clause)

Protection of Government Buildings, Equipment, and Vegetation (FAR 52.237-2)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price. (End of Clause)

Covenant Against Contingent Fees (FAR 52.203-5)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty,

the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Contingent Fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.
(End of Clause)

Disputes (FAR 52.233-1), Alternate I

(a) This contract is subject to the Contract Disputes Act of 1973, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

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(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

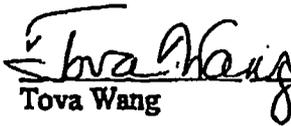
With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

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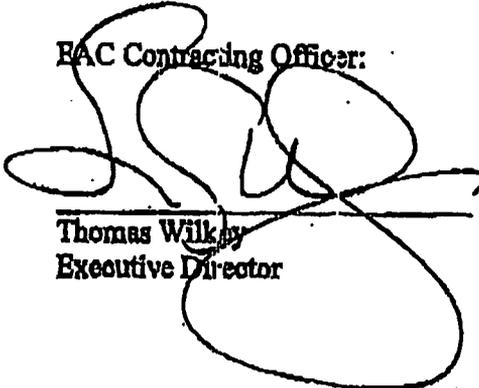
(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
(End of Clause)

By signing below, contractor agrees to furnish the personal services set forth or otherwise identified, above, consistent with the conditions noted above and for the consideration stated herein.

Contractor:


Tova Wang

EAC Contracting Officer:


Thomas Wilkey
Executive Director

019209

Obligated FPO5

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See Instructions in GSAR 553.370-300-1 for distribution
PAGE 1 OF 1 PAGES
3. CONTRACT NUMBER EAC 05-66
4. AC B4019697

1. DATE OF ORDER 11/08/05
2. ORDER NUMBER

5. ACCOUNTING CLASSIFICATION
FUND 8035 ORG CODE TZM91100 B/A CODE 10 O/C CODE 25
FUNC CODE 000 C/E CODE 516 PROJ./PROS. NO. CC-A
W/ITEM CC-B PRT./CRFT

8. FINANCE DIVISION
AC SS VENDOR NAME
MDL FI G/L DEBT
AI LC DISCOUNT

7. TO: CONTRACTOR (Name, address and zip code)
Tova Wang
[Redacted]
[Redacted]
Contact: Tova Wang [Redacted]

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 delivery as indicated.
 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

9A. EMPLOYER'S IDENTIFICATION NUMBER 119701137
9B. CHECK, IF APPROP WITHHOLD 20%
10A. CLASSIFICATION
 A. SMALL BUSINESS
 B. OTHER THAN SMALL BUSINESS
 C. SMALL DISADVANTAGED
 D. SMALL WOMEN-OWNED
11. ISSUING OFFICE (Address, zip code, and telephone no.)
Election Assistance Commission
225 New York Ave., N.W., Suite 1100
Washington, DC 20005
12. REMITTANCE ADDRESS (MANDATORY)
Tova Wang
201 West 74th Street, Apt. 11F
New York, NY 10023

C. MODIFICATION NO. AUTHORITY FOR ISSUING
Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.
10B. TYPE OF BUSINESS ORGANIZATION
 A. CORPORATION
 B. PARTNER-SHIP
 C. SOLE
13. SHIP TO (Consignee address, zip code and telephone no.)
Same as block 11

4. PLACE OF INSPECTION AND ACCEPTANCE
F.O.B. POINT
Destination
15. REQUISITION OFFICE (Name, symbol and telephone no.)
Election Assistance Commission
17. GOVERNMENT B/L NO.
18. DELIVERY F.O.B. POINT ON OR BEFORE 09/01/05
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 (EAC). Request to provide consulting services to the EAC to assist in the development of a Voting Fraud and Voter Intimidation Project. See the attached statement work for a description of the specifics. LABOR COST: \$50,000.00 TRAVEL COST: \$ 5,000.00 TOTAL COST OF CONTRACT: \$55,000.00				

RECEIVING OFFICE (Name, symbol and telephone no.)
Election Assistance Commission (202) 566-3100
MAIL INVOICE TO: (Include zip code)
Federal Services Administration (FUND)
Election Assistance Commission
225 New York Ave., NW Suite 1100
Washington, DC 20005
23. GROSS SHIP WT.
TOTAL FROM 300-A(s) \$55,000.00
GRAND TOTAL 55,000.00
25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
Diana 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
[Signature]

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 . . .

(b)(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 point 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 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 "remit 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)
- 52.203-5 Covenant Against Contingent Fees (APR 84)
- 52.203-6 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.)
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- 52.225-11 Restrictions on Certain Foreign Purchases (MAY 92)
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- 52.233-1 Disputes (DEC 91)
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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:

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- 52.243-1 Changes - Fixed Price (APR 84) - Alt. II
- 52.249-4 Termination for Convenience of the Government (Services)(Short Form)(APR 84)

019211

ACT NUMBER E4019697; EAC CONTRACT NUMBER 05-66

Consulting Services to Assist EAC in the Development of a Voting Fraud and Voter Intimidation Project

Background

Section 241 of HAVA lists a number of election administration topics on which the U.S. Election Assistance Commission may elect to do research. In particular, Section 241(b) (6) and (7) state the two topics of nationwide statistics and methods of identifying, deterring and investigating voting fraud in elections for Federal offices; and identifying, deterring and investigating methods of voter intimidation. The EAC Board of Advisors has recommended that the EAC make research on these topics a high priority.

The EAC seeks to obtain consulting services from an individual who can provide advice drawn from broad professional and technical experience in the area of voter fraud and intimidation. The EAC needs this consultant to conduct a preliminary examination of these topics to determine if a larger research project might be warranted. If so, the consultant would also be tasked to define the scope of the project and prepare a Statement of Work for the EAC to use for a subsequent competitive procurement. To promote a balanced and non-partisan approach to this effort, EAC is contracting with two consultants, who will work jointly to perform the work described below.

Nature of the Appointment

The EAC enters into this contract pursuant to its authority to contract for consultants under 5 U.S.C. §3109 (See 42 U.S.C. §15324(b)). As such this contract is for personal services and creates a limited employment relationship. (See 5 C.F.R. §304). As a result of this unique relationship, and pursuant to this agreement, you are required to follow all Federal laws and regulations as they relate to the release of agency documents and information, travel and conduct. All research, information, documents and any other intellectual property, (including but not limited to policies, procedures, manuals, and other work created at the request or otherwise while laboring for the EAC) shall be owned exclusively by the EAC, including copyright. All such work product shall be turned over to the EAC upon completion of your appointment term or as directed by the EAC. The EAC shall have exclusive rights over this material. You may not release government information or documents without the express permission of the EAC.

Supervision and Management.

The EAC Project Manager for this effort is Margaret Sims, EAC Research Specialist. Ms. Sims will provide taskings, and supervise, review and approve all work and performance.

Period of Appointment, Compensation and Travel.

The period of appointment under this contract is estimated at six months. The appointment shall constitute intermittent appointment (without a regularly scheduled tour of duty) per 5 C.F.R. §340.401(b). The consultant shall not incur overtime. The consultants shall not receive automatic adjustments of pay based upon 5 U.S.C. 5303. The consultants are not eligible for sick and annual leave, nor compensation for work performed on federal holidays. The Consultant is expected to work 450 hours during the estimated six month appointment period. These hours must be distributed evenly over the period so that the Consultant is working approximately, but no more than 20 hours per week. The consultant shall be paid at a rate of \$111 per hour. The dates of performance are flexible but shall be based upon the needs of the project and the EAC. The project at issue is sought to be completed within the sixth month period. The period of appointment shall continue until the project, outlined below, is completed.

Consultant's duty station shall be his/her home or place of business. The consultant has access to and shall supply common office equipment to include telecommunications, internet, a computer, office supplies, facsimile machine and common workplace software (including Microsoft Word and Excel). Other resources will be provided by the EAC as needed and at its discretion.

The Consultant is required to travel on a periodic, as needed basis, throughout the duration of their appointment. All travel must be pre-approved by the EAC per Federal Travel Regulations and EAC policy. The Consultant will be reimbursed, at the Federal government rates, for hotel and ground transportation costs, proper incidental expenses, and per diem while on official, pre-approved EAC travel.

Areas of Responsibility

1. Develop a comprehensive description of what constitutes voting fraud and voter intimidation in the context of Federal elections.
2. Using the description developed above, perform background research, including both Federal and State administrative and case law review, and a summation of current activities of key government agencies, civic and advocacy organizations regarding these topics. Deliver a written summary of this research and all source documentation.
3. Work in consultation with other EAC staff and the Commissioners to identify a working group of key individuals and representatives of organizations knowledgeable about the topics of voting fraud and voter intimidation. The Working Group will be provided with the results of Tasks 1 and 2 as background information. The consultant will be responsible for developing a discussion agenda and convene the Working Group with the objective of identifying promising avenues for future research by EAC.

4. The consultant shall be responsible for creating a report summarizing the findings of this preliminary research effort and Working Group deliberations. This report should include any recommendations for future research resulting from this effort.
5. Should the EAC decide to pursue one or more of the recommendations made in the report noted above, the consultant will be responsible for defining the appropriate project scope(s) and preparing Statement(s) of Work sufficient for use in a competitive procurement.

Compensation Procedures

Compensation shall be made for work done by submitting invoices. Invoices shall be submitted on a monthly basis. These invoices shall state the number of labor hours that have been expended. Invoices shall be delivered to Ms. Margaret Sims for review and Ms. Diana Scott, Administrative Officer, U.S. Election Assistance Commission, 1225 New York Avenue, N.W., Suite 1100, Washington DC 20005. Compensation for travel shall be submitted by travel voucher consistent with federal travel regulation and EAC requirements.

Termination

This consultant contract can be terminated without cause in advance of the current end date by two weeks' notice in writing by either of the parties.

Estimated Project Timetable.

Deliverable	Due Date
Project work plan	10 days after contract award
Progress reports	monthly
Description of voting fraud and voter intimidation	October 2005
Summary of background research and associated source documentation	January 2006
Convene working group	February 2006
Summary report describing findings and recommendations for future EAC research	March 2006
Statement(s) of Work for future research project(s)	TBD

PROPOSAL TO THE U.S. ELECTION ASSISTANCE COMMISSION

Eagleton Institute of Politics, Rutgers, The State University of New Jersey
With the Moritz College of Law, The Ohio State University

Providing Research Assistance to the Election Assistance Commission for the
development of voluntary guidance on Provisional Voting and Voter Identification
Procedures

March 22, 2005

CONTACT

Ruth B. Mandel, Director
Principal Investigator
Eagleton Institute of Politics

[REDACTED]

CONTENTS OF THE PROPOSAL PACKAGE

Technical Proposal, Including Project Workplan

- Attachment 1 -- Preliminary Gantt Chart
- Attachment 2 -- Matrix of Personnel
- Attachment 3 -- Qualifications of the Principal Investigator
- Attachment 4 -- Comparable Projects of Eagleton Institute
- Attachment 5 -- Risks for Successful Completion of Provisional Voting
- Attachment 6 -- Risks for Successful Completion of Voter ID
- Attachment 7 -- Reasons the Project Team is the Best Qualified
- Attachment 8 -- Resumes of Project Team
- Separate File -- Cost Proposal

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The Eagleton Institute of Politics at Rutgers, The State University of New Jersey, together with the Moritz College of Law and the Department of Political Science at The Ohio State University have formed a consortium to respond to the U.S. Election Assistance Commission's Request for Proposals to support the development of voluntary guidance on Provisional Voting and Voter Identification Procedures. These institutions have a record of accomplishment in this and closely related fields and are pleased to have this opportunity to contribute to the nationally significant research agenda proposed by the Commission. The consortium offers an independent, objective team of scholars and researchers whose experience and previous contributions to the field will facilitate the completion of the ambitious research agenda in the compressed time established in the RFP.

The research described follows the Commission's Resolution of October 12, 2004 that made the following points:

- Provisional Voting should ensure that all voters who are --or believe they are-- registered can cast a ballot in federal elections with the knowledge that a fair process will be followed to determine if the provisional ballot should be counted;
- Election officials have a duty to make certain that provisional balloting is administered fairly and effectively;
- Just before the election, the public was unclear about Provisional Voting procedures;

The Consortium

THE EAGLETON INSTITUTE

The Eagleton Institute explores state and national politics through research, education, and public service, linking the study of politics with its day-to-day practice. It focuses attention on how contemporary political systems work, how they change, and how they might work better. Eagleton offers a range of education programs, including an undergraduate certificate, graduate fellowships, research internships, and opportunities to interact with political practitioners. Eagleton's unusual experience in combining scholarly work with the practice of politics means that the Commission will receive information, analysis and recommendations that are credible, practical, and effective.

The Institute regularly undertakes projects to enhance political understanding and involvement, often in collaboration with government agencies, the media, non-profit groups, and other academic institutions. Its faculty, centers and programs specialize in fields that are directly relevant to the Commission's needs, including the study of: state legislatures; minority and immigrant political behavior; campaigns, elections and political parties; and civic education. The Institute is well known for its Eagleton Poll, a survey research center, which may contribute to this project if the EAC elects to include the optional surveys of young voters (who face particular hurdles as first-time registrants and voters) and of local election officials across the country. These surveys are described in this proposal as possible supplements to the research outlined specifically in the Commission's RFP.

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THE MORITZ COLLEGE OF LAW

The College of Law has served the citizens of Ohio and the nation since its establishment in 1891. It has played a leading role in the legal profession through countless contributions made by graduates and faculty. It offers a broad and deep curriculum of approximately 145 courses, covering nearly every area of the law. Its contributions to election law have become well known through its Election Law @ Moritz website. *Election Law @ Moritz* illuminates public understanding of election law and its role in our nation's democracy. Moritz's role in the research may be enhanced by the inclusion of the OSU Department of Political Science, which is prepared to undertake an in-depth survey of provisional voting and voter identification requirements in one to three states if EAC elects to include that optional research in its contract.

Design and Management of the Project

The Consortium's work will be directed by a Project Team. Dr. Ruth B. Mandel, Director of the Eagleton Institute of Politics and Board of Governors Professor of Politics at Rutgers, chairs the Project Team, and will be the Principal Investigator. Project Team members are:

Edward B. Foley, Robert M. Duncan/Jones Day Designated Professor of Law at the Moritz College of Law and Director of Election Law @ Moritz

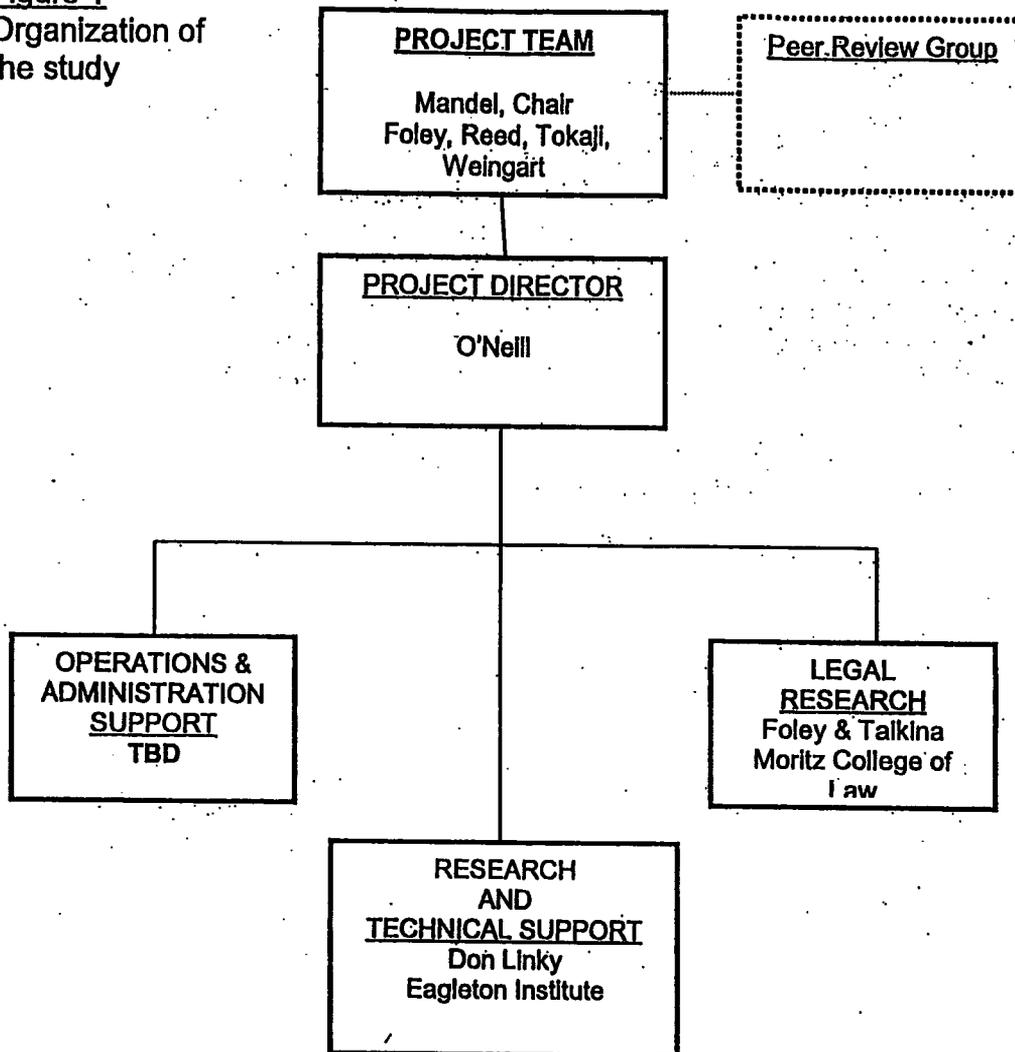
Ingrid Reed, Director of the New Jersey Project at the Eagleton Institute of Politics. Reed's work has focused on campaigns and elections from the point of view of the citizen.

Daniel P. Tokaji, Assistant Professor of Law at the Moritz College of Law. His areas of expertise include voting rights, civil rights, freedom of speech, disability rights, and civil procedure.

John Weingart, Associate Director of the Eagleton Institute of Politics, whose publications focus on government process and citizen involvement

To manage the project, Eagleton has retained Thomas O'Neill. He has long experience in leading and managing complex research and analysis projects. For the past 20 years, O'Neill served as President of The Partnership for New Jersey and led its Leadership New Jersey, diversity management and education improvement programs. Previously he was Executive Director of The Center for Analysis of Public Issues in Princeton, which, among other research, analyzed campaigns and elections. He served for several years as election night analyst for New Jersey Network Television and for WNET-Channel 13 in New York. The team he leads will include a research administrator and support staff necessary for the timely completion of all tasks specified in the RFP. The work will benefit from review by an advisory group of senior scholars and a bi-partisan group of practitioners to provide peer review of draft reports. The peer review group will broaden the viewpoints reflected in the work and lend depth to the Project Team.

Figure 1
Organization of
the study



The Peer Review Group is now in formation. Both Eagleton and Moritz are connected to a wide, national network of academics, authorities, and activists involved in elections and election law. Upon award of the contract, we will activate that network to recruit 8 to 10 outstanding men and women to constitute the Peer Review Group. Those listed below have not been approached yet, but they represent the range and caliber we intend to recruit for the Peer Review Group.

- Kim Alexander, California Voter Foundation, a nonpartisan organization she founded in 1994 to advance new technologies to improve elections.
- William Baroni, an attorney, Republican member of the New Jersey General Assembly, who specializes in election law.
- Mickey Edwards, former Oklahoma Congressman and faculty member at Harvard's Kennedy School who taught courses on Congress, political leadership, issue advocacy, election strategies, conservative political theory, and the constitutional separation of

powers. Now at the Princeton University's Woodrow Wilson School of Public and International Affairs.

- Elaine Jones, former president and director-counsel of the NAACP Legal Defense Fund.
- Richard C. Leone, President, The Century Foundation, which sponsors an active project on election law. Former New Jersey Treasurer and candidate for the U. S. Senate.
- Frank Relche, an attorney in private practice, chaired the Federal Election Commission during the Administration of George H. W. Bush.
- Trevor Potter, President, Campaign Legal Center and former member of the FEC. The Campaign Legal Center is a nonpartisan, nonprofit organization which works in campaign finance, and elections. Advisor to Senator John McCain.
- Peter Veniero, an attorney in private practice, former Justice of the New Jersey Supreme Court, who provided election-related legal advice to former Governor Christine Todd Whitman during her first campaign.
- Alan Rosenthal, Professor of Public Policy, Rutgers, the State University, whose research focuses on state legislatures.

The Peer Review Group will bring a wide range of thinking and informed opinion to the project. Its members will broaden and deepen the Project Team's consideration of how provisional voting and the voter identification regime affect access to the ballot while preserving the integrity of the election process. The Peer Review Group will comment on an early draft of the analysis called for in Tasks 3.4 and 3.10 and in the development of alternative approaches called for in Tasks 3.5 and 3.12.

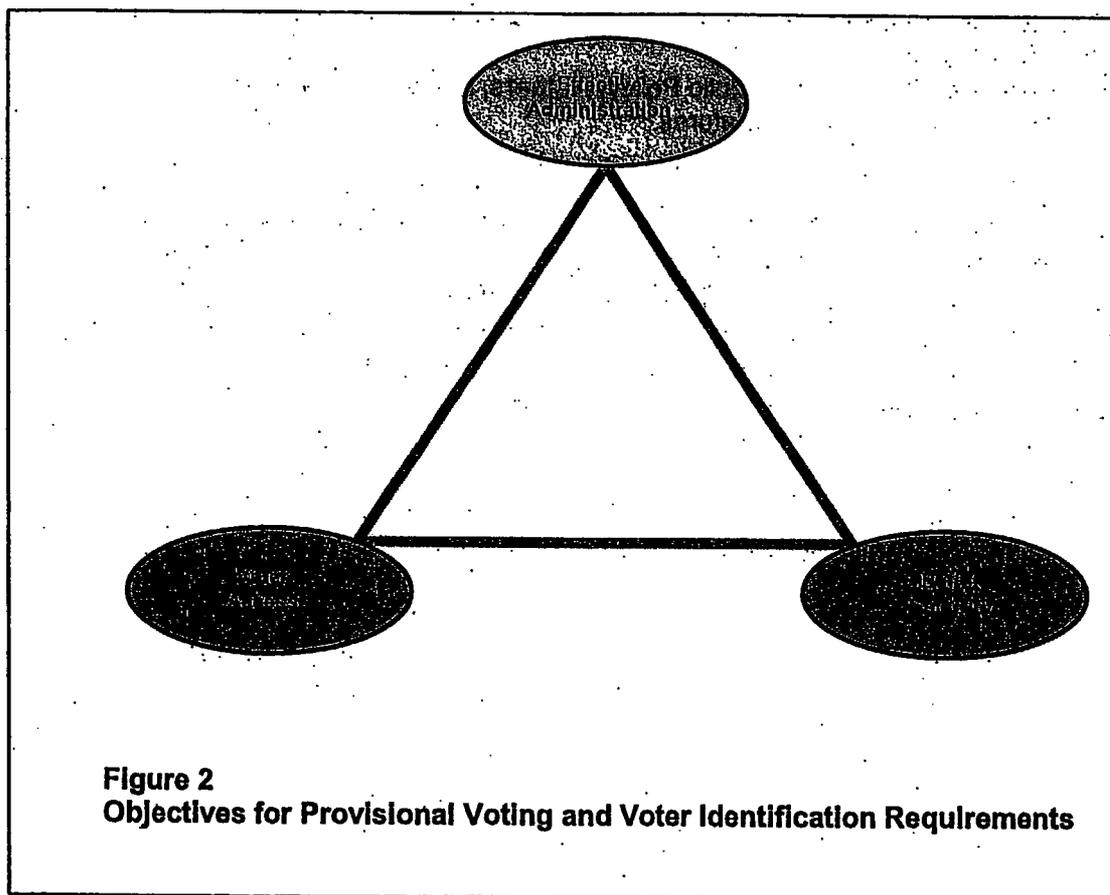
Approach to the Research and Analysis

The Commission's resolution of October 12 (Resolution 2004-02) provided guidance for election administrators in the states on how to achieve the goals of the Help America Vote Act. The research proposed here should determine the degree to which that guidance was followed in the case of Provisional Voting and in the intertwined topic of Voter Identification Requirements. Through research, interviews, survey analysis and hearings, we will develop information on key questions about the 2004 election, including:

- Did the States have in place clear and uniform written procedures, guidelines and/or instructions to govern the casting and counting of provisional ballots?
- Did local procedures reflect the state's uniform procedures?
- Did all States and election jurisdictions make these procedures available to the public, political parties and candidates before the election;
- To what extent were poll workers appropriately trained on how to administer provisional ballots, including establishing the identity of the potential voter seeking a provisional ballot?
- How were Federal funds under the Help America Vote Act used to educate voters about their rights to cast a provisional ballot, as well as where such provisional ballots must be cast in order to be counted?
- In States where a provisional ballot had to be cast at the voter's assigned polling place or precinct, was information available to poll workers to allow them to determine the voter's assigned precinct and polling place?
- Do states have mechanisms in place to inform voters casting provisional ballots whether or not their vote was counted, and whether or not they are now registered for subsequent elections?

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The answers to these questions will reveal the nationwide response to HAVA and to the Commission's guidance in its Resolution 2004-02. They will also help the Project Team develop recommendations to improve the Commission's ability to tailor its guidance document to the needs of voters and election officials. The Commission will gain the knowledge needed to provide a clear basis for practical action by those responsible for administering elections, and thereby move closer to the goals of the Help America Vote Act. It will determine the degree to which Provisional Voting provides a "fail-safe" ballot for those who would otherwise be disenfranchised by confusion or administrative error. This work is important.



A critical area of inquiry throughout this study will be the balance between ballot access and ballot integrity. Striking that balance requires well-trained election administrators who can make fine distinctions under pressure. Figure 2 shows the interplay among the three goals of voter access, ballot security, and administrative clarity, illustrating that tradeoffs must be made in pursuing these important goals. The balance among these goals was one issue at stake in *Spencer v. Blackwell*, which raised the central issue of discrimination against African-American voters by poll challengers in Ohio. Just before the 2004 election, the U.S. Court Of Appeals for the Sixth Circuit in *Summit County Democratic Central and Executive Committee v. Blackwell* described the tension

between the conflicting goals of ballot access and ballot integrity, concerns that apply to assessing the effects of provisional voting:

There is a strong public interest in allowing every registered voter to vote freely. There is also a strong public interest in permitting legitimate statutory processes to operate to preclude voting by those who are not entitled to vote. Finally, there is a strong public interest in smooth and effective administration of the voting laws that militates against changing the rules in the hours immediately preceding the election.

We will pay particular attention to these tensions. The study will weigh questions of open access, administrative practicality, equitable treatment of all voters, the role of technology in extending the boundaries of the possible, and the realities of reliance on state and local entities to devise and administer election law in compliance with constitutional protections within a framework of federalism.

We will reach out to organizations, such as those listed below, with an interest in HAVA and in issues surrounding Provisional Voting and Voter Identification to gather information and invite their comments, suggestions, and recommendations:

- American Enterprise Institute [www.aei.org]
- Brennan Center for Justice at NYU School of Law [www.brennancenter.org]
- Center for Digital Government
- The Century Foundation [www.tcf.org]
- The Constitution Project
- DEMOS-USA [www.demos-usa.org]
- The Election Center [www.votewatch.us]
- Election Reform Information Project [www.electionline.org]
- Leadership Conference on Civil Rights [www.civilrights.org]
- League of Women Voters [www.lwv.org]
- National Association of State Election Directors [www.nased.org]
- People for the American Way [www.pfaw.org]
- Secretaries of State Association [www.nass.org]

The information and perspectives held by these organizations will provide leads for further research and analysis. For example, DEMOS-USA, a New York-based NGO, undertook a 50-state survey of plans for provisional ballots. Published as "Placebo Ballots—Will Fail Safe Voting Fail", its findings suggest areas for further inquiry:

- Officials were asked the circumstances under which provisional ballots would be offered, which races the ballots would include, and how they would be determined valid and subsequently counted. The responses differed widely among states. At times, different elections officials within the same state offered different answers.
- Idaho and Minnesota do not offer provisional ballots to first-time, newly registered voters who cannot show identification.
- Ten other states do not allow these individuals a chance to substantiate their identity after Election Day or verify their eligibility through other means. Instead, they will automatically invalidate provisional ballots cast by these "voters."

- At least fifteen other states require provisional voters to return to the election clerk's office after Election Day to present identification. Poll worker error is likely to have a particularly strong effect on provisional voters. Many voters will likely leave the polling place without understanding that they must return with identification sometime later for their provisional ballot to count.
- Twenty-three states provide provisional ballots and verify voters' eligibility without requiring them to present identification subsequent to Election Day.

WORK PLAN

Figure 4, attached, is a preliminary Gantt chart of the project. Please refer to it in conjunction with the following narrative. The chart projects a start date of April 4, 2005, with completion by the end of October 2005, for a duration of 7 months.

PROVISIONAL VOTING

Task 3.1 (By April 14)

We will submit an updated work plan and more detailed Gantt chart. The updated work plan will contain additional detail on the approach and methods we will apply to each task and will provide a more precise estimate of the time required for completion of those tasks. The Project Director and selected members of the Project Team will brief the EAC Project Manager and lead Commissioner as required. Before April 14 we expect to know from the Project Manager if the EAC wishes us to undertake the optional surveys described in this proposal as supplements to the research.

Task 3.2 (By middle of each month, May – October)

The Project Director will submit progress reports that summarize activities, indicate progress, report preliminary results and conclusions, identify problems to be resolved, and track the budget.

Task 3.3 (Periodically, May – October)

The Project Team will brief the EAC as desired. The work plan provides for as many as 6 briefings at appropriate milestones (see Gantt chart). Some of these would be by conference call, others would take place at the EAC's offices.

Task 3.4 Collect and Analyze (April -- May)

The analysis of variation in the administration of Provisional Voting across the country is the keystone of this phase of the research. With the research team and advisory group in place, we will begin immediately to collect and analyze state legislation, administrative procedures, and court cases to understand variations in implementation across the country. The compendium of statutes, case law and procedural guidance collected will provide a valuable continuing resource for the EAC. The analysis of that material—and, we hope, of the optional surveys described below—will provide the basis for possible alternative approaches to Provisional Voting called for in Task 3.5 that we and the EAC will consider in drafting the preliminary guidance document called for in Task 3.6.

- In 2004, according to Electionline, more than 1.6 million provisional ballots were cast, with nearly 1.1 million (68 percent) counted. In Florida and Ohio alone, this meant nearly 200,000 voters who would have been turned away from polling places if their names could not be found in 2000 had a chance to cast a ballot in 2004. Election Line's work points to the critical importance of different procedures state-by-state across the country in the implementation of Provisional Voting.¹ It found that: "Provisional vote-counting varied widely among states, from a national high of 97 percent counted in Alaska to a low of 6 percent counted in Delaware. The report found a national average of 68 percent counted. While lacking any concrete data of the reasons for accepting or declining the votes, anecdotal reports from state and local election officials indicate some people were confused into thinking that provisional ballots could be used in lieu of registration. Those ballots were not counted." "State rules had an impact on the percentage of provisional ballots counted. States that allowed voters to cast ballots outside of their correct precinct but inside of their jurisdiction counted an average of 70 percent of provisional ballots. States that disqualified any provisional ballots counted outside of a voter's correct precinct counted 60 percent of the ballots."
- "The national mandate for provisional voting did not mean national uniformity. In fact, we found that whether a voter had his or her provisional ballot counted relied nearly as much on where they cast it as their actual registration status. Had the election been closer, this would have been a flashpoint for controversy... The debate over provisional ballots is far from over."

Our goal in this project is to provide the EAC with the information and analysis needed to move that debate closer to resolution.

The Project Director and staff at Eagleton, working with one or more graduate assistants, will undertake a comprehensive survey of the literature on Provisional Voting and of news and government reports in the experience with Provisional Voting in the November 2004 election.

If the Commission elects to fund the optional survey of local election officials, the work will also include producing reliable and valid data on how these officials conducted themselves and how they evaluate the clarity of the instructions and guidance they received. The sampling of the view of these officials, whose responsibilities are critical to the effective implementation of Provisional Voting, will provide information more reliable and thorough than the anecdotal reports available through a literature search.

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The Commission may also elect to fund the optional survey of provisional voters in 1 – 3 states that is described below. It will enrich the study by providing valid and reliable, non-anecdotal information on the experience of those who cast a provisional ballot.

¹ ElectionLine.Org, *Solution or Problem? Provisional Ballots In 2004*, March 2005
<http://electionline.org/site/docs/pdf/ERB.10.Provisional.Voting.3.17.2005.a.pdf>

Optional Survey of Provisional Voters

A survey of provisional voters would provide rare, reliable information about the process of casting a provisional ballot as reported by the voters themselves. The OSU Department of Political Science will design a survey instrument and commission a survey of a sample of those casting provisional ballots in one to three states (including at least one of the 17 states where Provisional Voting was new in 2004).

The survey would reveal the voters' understanding about why they had to cast a provisional ballot. Was this due to their changing residences before the election, faulty voter identification, or other reasons? It would gauge their reactions to the provisional ballot process. The results of this survey would enrich the research and provide a new dimension of the EAC's understanding of the provisional voting process.

Learning how the process worked for provisional voters is important. We lack systematic information about how citizens view casting a provisional ballot. Is the experience positive or negative for them? Did they expect their vote would be counted, or did they believe that being asked to cast a provisional ballot implied that their vote would be discarded? The survey will summarize voters' reports about whether they were informed that their ballot was or was not counted. Demographic questions will ascertain the correlates of provisional voting: if it was more common among racial and ethnic minorities in some areas, among young voters, etc.

The OSU team will begin the survey by constructing a sample of 3,000 provisional voters with names and addresses. It will obtain the list of provisional voters, write the survey questions, verify the programming of the questionnaire, analyze the data, and write up the data. In writing the survey, the OSU political scientists will reflect the results of the EAC's ElectionDay Survey.

OSU plans to subcontract the actual administration of the survey instrument to Knowledge Networks (www.knowledgenetworks.com), which has conducted internet surveys funded by several federal agencies, including the NSF and the EPA. Knowledge Networks will send letters to the provisional voters in the sample to notify them of the study. Of the 3,000 provisional voters, 2,400 will receive directions to complete the interview on a website. Knowledge Networks will conduct 10-minute phone interviews with 200 of those who do not complete the web interview. It will also conduct telephone interviews with 200 of the 600 people not assigned to the web interviews.

The interview process, including the mailing and programming, pretest, revisions, field period, and file construction, will require 56 days. Consequently the survey of provisional voters should begin at the very start of the project so that its results can be considered in drafting the guidance document on Provisional Voting.

Optional Survey of Young Voters

Eagleton's Center for Public Interest Polling (the Eagleton Poll) has won a grant from the Carnegie Foundation to survey the experience of young voters as a result of their participation in the 2004 election. Young voters are one of the groups most likely to encounter difficulties in registration, identifying themselves, finding the proper polling place, and other topics relevant to this research. This proposal offers the Commission the option of funding the addition of questions to this survey to highlight issues faced by

young, often first-time voters. The additional questions could determine, with measurable reliability, the frequency with which young voters cast provisional ballots, their impressions of the process by which they voted provisionally, and their experience with identifying themselves at the polls. Answers to these question would deepen the analysis of these issues and provide results more reliable than those produced by the collection of anecdotal evidence.

At the same time, the researchers at Moritz will undertake a thorough collection and analysis of legislation and litigation to reveal how each of the 50 states approached HAVA's mandates. They will analyze the effect of litigation on that implementation and of the continuing influence of case law on the interpretation of HAVA. We will merge the legal analysis with the political and procedural analysis to illuminate the key questions posed by the RFP.

The merged analysis will increase understanding of the range of approaches to implementing Provisional Voting across the country. It will permit us to categorize the states by the nature of their Provisional Voting regimes, which will produce insights into the strengths and weaknesses of different approaches to implementing HAVA. The goal of the new guidance document, of course, is to build on the strengths and correct the weaknesses.

Our analysis will consider the variation in experience between those states that previously provided for provisional voting and the 17 where provisional voting was new in 2004.

Developing answers to three key questions poses a challenge.

1. Ideally, gauging the effectiveness of provisional voting in enfranchising qualified voters requires an examination that goes beyond calculating the percentage of provisional ballots cast counted. That number alone does not reveal the subjective experience of those who voted by provisional ballot. Did they feel enfranchised, or did they harbor doubts that their votes would count? The optional survey described above would assess that dimension of the question, which is important to understand the credibility of the provisional ballot, particularly in a closely contested election.
2. Measuring the consistency of counting of provisional ballots also poses significant challenges. The literature search will reveal anecdotal reports from various jurisdictions, but the optional survey of local election officials could provide results that are more revealing from the observations of those in the best position to answer this question.
3. Assessing how well local election officials understood how to implement provisional voting will be difficult. The option survey by the Eagleton Poll would tap the opinions of a national sample of local election official to assess their self-reports about their level of understanding and their evaluation of the training and explanatory materials provided to them.

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Deliverables

1. Indexed database of major articles on Provisional Voting and related topics
2. Summary of case law on Provisional Voting
3. Compendium of states' legislation, procedures, and litigation.
4. Summary of the Election Day Study –a narrative of the nation's experience with Provisional Voting in 2004.
5. Analysis of disparities and similarities of how provisional voting was implemented around the country, which will be critiqued by the Peer Review Group.
6. [Optional] Survey results of local election officials' experience in interpreting guidance from the EAC and state election officials by the Eagleton Poll.
7. [Optional] Survey report on the experience of provisional voters in 1 – 3 selected states by the OSU Department of Political Science.
8. [Optional] Survey report on the experience of young voters by the Eagleton Poll.

Task 3.5 Analysis and Alternative Approaches (June)

We see this task as the heart of the project: to assess the potential, problems, and challenges of provisional voting and develop alternative means to achieve the goals of provisional voting.

The first step in this task is to undertake a thorough analysis of the information developed in the first phase of the project (Task 3.4). The Project Team and its staff will merge the legal analysis, review of case law, study of procedures, and, if the optional surveys are included in the project, the information gleaned from the reports of provisional voters and local election officials. Our work will take the following approach:

1. Review the facts and opinions revealed in the Columbus hearing, in the Commission's Election Day Study, the literature review, and the optional surveys (if undertaken) to prepare a written summary of the experience with Provisional Voting.
2. Clarify the additional policy considerations involved in improving the processes of Provisional Voting, such as the relationship between the Provisional Voting regime and the approach to voter registration and voter identification.
3. Summarize the views of the groups with a stake in Provisional Voting and related issues.
4. Analyze the tensions among the triangle of competing forces that connect the three major objectives for Provisional Voting: enabling maximum number of eligible voters to cast ballots that will be counted; establishing procedural simplicity for voters with a reasonable workload for election officials; minimizing the opportunity for voter fraud.
5. Describe and evaluate alternative ways to achieve the goals of HAVA through Provisional Voting.

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6. Tap the views of the members of the Peer Review in preparation for briefing for the Commission on our preliminary conclusions and recommendations.
7. Also during this period, the Project Director, in consultation with EAC staff, will select a location and make preliminary arrangements for a public hearing on the Provisional Voting Guidance Document to take place in September.

Deliverables

1. Written analysis of the experience of Provisional Voting across the country in 2004 based on all available sources and original research.
2. Report of alternatives to existing practices and procedures for Provisional Voting and voter identification and assess which objectives or values each alternative favors.
3. Recommendations for best practices
4. Briefing documents for Peer Review Group.
5. Briefing for the Commission

Task 3.6 Preliminary Guidance Document (July – early August)

In this phase of the project, we will develop policy recommendations based on the research and analysis performed in the previous task. Successful completion of this task will require the closest coordination on a continuing basis with EAC staff.

Based on the Commission's reaction to the briefing at the conclusion of Task 3.4 the Project Team will draft a preliminary guidance document for review by the EAC Board of Advisors and the Standards Board at a meeting to be convened by the Commission. The meeting will take place in early August.

The Project Team will:

1. Outline major findings, flesh out preferred alternative approaches, and review with EAC staff.
2. Develop draft Preliminary Guidance Document (PGD)
3. Submit the PGD to the Peer Review Group and revise based on its comments.
4. Prepare final draft of PGD for review by Commission staff; revise
5. Distribute document to EAC Board of Advisors and Standards Board 5 – 7 days before the meeting or teleconference.
6. Project Director and selected members of the Project Team will brief and respond to questions and comments during the meeting or teleconference.
7. Prepare summary of issues raised by members of the EAC Board of Advisors and Standards Board at the meeting or teleconference.

Deliverables

1. Draft Preliminary Guidance Document
2. Briefing for EAC Board and Advisors and Standards Board
3. Summary of comments from Board of Advisors and Standards Board

Task 3.7 Revise Guidance Document for Publication (August)

Based on the comments from the EAC, the Board of Advisors and the Standards Board, the Project Team will revise the PGD to prepare it for publication in the Federal Register. The target for publication will be the week of August 22.

Deliverable

Revised PGD suitable for publication in Federal Register

Task 3.8 Arrange Public Hearing (August)

The target date for the hearing is the third week of September, 30 days after publication of the draft Guidance Document in the Federal Register during the week of August 22.

The Project Director will have made preliminary arrangements for the public hearing – selection of city and reserving a venue, for example – earlier in consultation with EAC staff. Arrangements will be finalized in June and July, with retention of a transcription service and provision of day staff to register those testifying. The Project Team will begin to review and summarize written comments as they arrive.

Deliverables

Contract for use of venue for public hearing

Contract with transcription service for coverage of hearing

Contract with office temp agency for admin support of hearing

Task 3.9 Final Guidance Document for Adoption (late September)

In the week following the hearing, the Project Team will review the comments and testimony received, summarize that material for discussion with the EAC staff, and revise the Guidance Document as appropriate. The EAC will receive the final Guidance Document in time to adopt it before the end of September.

Deliverable

Final Guidance Document

VOTER IDENTIFICATION REQUIREMENTS

Voter identification requirements are intertwined with provisional voting issues. Understanding the connections between the two parts of this research will be critical in achieving the goals of the project.

Ferment is bubbling in the states over voter identification issues. The sharp debate over voter identification makes this work more immediately relevant. Legislatures are now wrestling with the very issues to be analyzed in these tasks. The current edition of

*Democracy Dispatches*², for example, highlights recent developments and contentious debates that the Guidance Document on this subject may help resolve.

- In Indiana the Republican-controlled House Elections Committee reported out a bill by a 7-5 margin that would require most people to show government-issued ID before voting. Opponents argue that the legislation will discourage people from voting. "It is very clear who is being disenfranchised," said a poll worker quoted in the newsletter. "It's people of color, it's the poor, it's the elderly."
- African American lawmakers in the Georgia State Legislature led a walkout by Democrats after the passage of a bill in both Houses that would require Georgia voters to show photographic identification. "What's happening today is just an updated form of Jim Crow," said one senator from Atlanta. "You may be more polite about it... but we know who's going to be disenfranchised."
- In New Mexico, House Republicans attacked Democrats for not including more stringent voter ID requirements in their election reform bills. After several House Republicans left an elections committee meeting on March 13, one representative accused them of planning a walkout to prevent his bill's passage.
- In Texas, new bills would require voters to show proof of citizenship before registering to vote for the first time. A spokesman for People For the American Way is quoted as saying that "this type of legislation will be just as burdensome for U.S. -born voters who move from state to state, or from county for county, as for naturalized citizens."

Authoritative research on the effect of different voter ID regimes on electoral participation, including registering and turnout, particularly turnout by minority voters, promises to raise the level of the debate across the nation.

Advocates on voter ID issues are divided into two, polarized camps. Some seek to minimize identification requirements in order to maximize the number of potential voters who register and cast a ballot. Advocates of this position fear that minority and immigrant voters, young voters, and elderly voters will lack convenient access to the required ID documents, or that they will be more fearful of submitting their ID documents to official scrutiny. On the other side of this debate are people and groups that seek to maximize the security of the franchise, prevent multiple voting or voting by those who are not citizens, and ensure that only those legally entitled to vote do so, and do so once only for each election. Each position pursues legitimate and important goals, but the tradeoffs between them have not been clarified.

The debate between these two positions is rich in assertion, but poor in evidence. We propose to test the hypothesis that more stringent voter ID requirements depress voter participation in general or for the poor, minorities and older voters in particular. We will also search for evidence of a change in the frequency of voter fraud under different requirements for Voter Identification. This research appears practical because the 50 states can be classified into 4 broad, different Voter ID regimes --from requiring ID at every election to merely signing in without verification. We plan to include in our

² Demos Democracy Dispatches

research a statistical analysis of voter turnout in the jurisdictions, with special attention to participation by minority voters, using the variety of Voter ID requirements that existed before HAVA as a controlling variable.

A study by The Constitution Project, published by Electionline.org in 2002³ found "a wide variety of practices around the country – from procedures requiring nothing more than voters stating their names to rules ordering voters to produce picture identification before casting ballots." In the pre-HAVA era it found the following distribution of practices, which provides a potentially rich mine of data to compare voter participation in states with different Voter ID regimes:

- 11 states required in-person voters to present documentary information; local jurisdictions and/or poll workers in 4 more states can choose to require identification.
- 18 states required only that voters sign in at the polls.
- 9 states required the signatures to be matched against other signed documents.
- 9 states only required voters to announce their names at the polls.

Performing this analysis will strengthen the factual basis on which the commission proposes new guidance on Voter Identification Requirements.

Task 3.10 Collect and Analyze (April – May)

We will perform this task in conjunction with Task 3.4. The material we gather on Voter ID legislation, administrative procedures and case law will be included in the compendium to be delivered at the end of June. While the Project Team and staff collect and begin the analysis of the material, the Project Director will plan the public hearing on Voter ID issues that will take place in early June.

Our research staff will begin the statistical study of voter participation under various Voter ID regimes, with the aim of completing that work in time for its results to be considered in drafting the Preliminary Guidance Document to be delivered to the EAC in mid July.

Deliverables

1. Indexed database of major articles on Voter ID Requirements and related topics
2. Summary of case law on Voter ID issues
3. Compendium of states' legislation, procedures, and litigation.
4. Analysis of voter participation and vote fraud under various Voter ID regimes to be reviewed by the the Peer Review Group.

Task 3.11 Conduct Public Hearing (June)

The Project Director will consult closely with EAC staff on planning for the half-day, informational public hearing, including on questions of site selection, development of

³ The Constitution Project, "Election Reform Briefing –Voter Identification," 2002, <http://www.electionline.org/index.jsp?page=Publications>

topics to be covered by panels, and the recruitment of panelists with contrasting views and information on those topics. The target for invitations to panelists will be no later than early May. The information and perspectives gleaned at the hearing will be included in the analysis of Voter ID issues that shapes the drafting of the Preliminary Guidance Document.

Deliverables

1. Outline of topics for 3 panels
2. List of 9 – 12 panelists
3. Invitations to panelists
4. Hearing announcement
5. Hearing transcript
6. Hearing summary

Task 3.12 Alternative Approaches (late June)

Following the hearing, the Project Team will review its compilation of materials from the states, the results of its research on voter participation and vote fraud under different Voter ID regimes, its literature search, and the information from the public hearing to assess the problems and challenges of Voter Identification procedures and devise a range of alternative policy measures to respond to those problems and challenges. The Project Director will work closely with the EAC and its staff to identify policy objectives with which to assess the alternatives, using the triangle of contending forces as an organizing principle to categorize objectives.

The Peer Review Group will be kept informed of the progress of this work and its comments will be sought on an early draft of the Analysis and Alternative Approaches paper. The comments of the Peer Review Group will help shape our briefing for the Commission on this critical task. The Project Director and members of the Project Team will conduct that briefing in late June, just as the Commission receives the Draft Report and Compendium of materials on Provisional Voting (Task 3.4)

During this time period, the Project Director, in consultation with the EAC, will select a site and make preliminary arrangements for the public hearing on the draft guidance document, which will be held in early October.

Deliverables

Draft analysis and alternatives for Peer Review Group
Briefing on analysis and alternatives for EAC

Task 3.12 Preliminary Guidance Document (July – August)

Based on comments by the EAC on the briefing, particularly the discussion of alternatives, as well as the evidence, and criteria for evaluation, the Project Team will draft the Preliminary Guidance Document. The draft will be distributed to the EAC Board of Advisors and the Standards Board for a meeting in mid August (just as the draft

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Guidance Document on Provisional Voting is delivered to the EAC for publication in the Federal Register). The Project Director and selected members of the Project Team will participate in the Board meeting to present the document for discussion and respond to questions and comments. It will record comments for review in revising the document.

Deliverables

1. Draft Guidance Document
2. Briefing for EAC Board of Advisors and Standards Board
3. Summary of comments from Boards

Task 3.14 Revise Guidance Document for Publication (Late August)

The Project Team will review on the comments by the Peer Review Group, EAC, the Board of Advisors, and the Standards Board and reflect their views in the Guidance Document. The target is to deliver it to the EAC for publication before the end of August.

Deliverable

Draft Guidance Document for publication

Task 3.15 Public Hearing (October)

The Project Director will have completed arrangements for the hearing (city, venue, transcription service, etc.) by late July. The hearing will take place in the first two weeks of October, 30 days after publication of the draft in the Federal Register.

Deliverables

1. Public hearing
2. Transcript
3. Summary of comments

Task 3.16 Final Guidance Document (late October)

In the week following the hearing, the Project Team will review the comments and testimony received, summarize that material for discussion with the EAC staff, and revise the Guidance Document as appropriate. The EAC will receive the final Guidance Document in time to adopt it before the end of October.

Deliverable

Final Guidance Document

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TASK	RESPONSIBLE	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
<u>Management</u>	Project Director	Update Work Plan Prog. Rpt.		▶▶ Prog. Rpt. EAC	▶ Prog. Rpt. EAC Finalize PV Hearing	▶ Prog. Rpt. EAC Finalize VID Hearing	▶ Prog. Rpt. EAC
		EAC Recruit PRG/Arrange Pub Hearings					
<u>Provisional Voting</u>	Moritz	Complie Legal Materials					
	Eagleton	Complie Procedures		Draft An & AIts			
	OSU Poll Sci	State PV Survey					
	Eagleton Poll	Young Voter Survey		PRG coms	Draft GD to EAC		
	Eagleton Poll	Election Official Survey		Report and compendium to EAC.	EAC Comment	Meet EAC BOA	
					Submit Draft GD	Revise GD Draft GD to EAC for publication	Revise & Adopt Hearing
<u>Voter ID</u>	Moritz	Complie Legal Materials		Draft Alternatives Brief to EAC	Draft PGD To EAC	BOA Meet EAC	Pub
	Eagleton	Complie Procedures			EAC Rev		
	Eagleton			Hearing Summary			

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TASK	PERFORMED BY	COMMENT
<u>Provisional Voting</u>		
3.4 Collect and analyze State legislation, procedures, and court cases	Legislation and cases –MCL Team led by Foley Procedures – EIP Team led by PI with Reed, O'Neill, and Linky	Graduate students and EIP Research Coordinator will also participate.
3.5 Recommend alternative approaches	Steering Committee ⁴ with O'Neill directing staff	Graduate students and EIP Research Coordinator will also participate
3.6 Prepare preliminary draft guidance document ⁵	Steering Committee with O'Neill directing staff	This task may include derived from the optional surveys described in the proposal ⁶ : <i>Optional Survey of Election Officials</i> – TBD <hr/> <i>Optional Survey of Young Voters— TBD</i> <i>Optional Survey of Ohio Provisional Ballots – TBD</i>
3.7 Revise draft guidance for publication	Steering Committee with O'Neill directing staff	
3.8 Arrange public hearing on draft guidance	O'Neill and Admin Coordinator	
3.9 Prepare final guidance document for EAC adoption	Steering Committee with O'Neill directing staff	
<u>Voter Identification Requirements</u>		
3.10 Collect and analyze State legislation, procedures, and court cases.	Legislation and cases –MCL Team led by Foley Procedures – EIP Team led by PI with Reed, O'Neill, and Linky	
3.11 Convene informational public hearing	O'Neill and Admin Coordinator	
3.12 Recommend alternative approaches	Steering Committee with O'Neill directing staff	
3.13 Prepare preliminary draft guidance document.	Steering Committee with O'Neill directing staff	

⁴ The Steering Committee for the project is responsible for the completion of all tasks. Chaired by Dr. Ruth Mandel, Director of the Eagleton Institute of Politics of Rutgers, its members of the Committee are Professor Edward Foley of the Moritz College of Law, Ohio State University, Ingrid W. Reed, Director of the New Jersey Project of the Eagleton Institute of Politics, Professor Dan Tokaji of the Moritz College of Law, Ohio State University, and John Weingart, Associate Director of The Eagleton Institute of Politics. Thomas O'Neill, a consultant to the Eagleton Institute of Politics, directs the staff overseen by the Committee.

⁵ The preliminary guidance documents for both the Provisional Voting and for Voter Identification Requirements will be reviewed by a Peer Review Group appointed by the Steering Committee and may be revised as a result of that review before being submitted to the EAC. Members of the Peer Review Group are listed in a separate appendix to this proposal.

⁶ The surveys would provide additional and valid and reliable data on which to base the conclusions reflected in the draft preliminary guidance document.

3.14 Revise draft guidance for publication	Steering Committee with O'Neill directing staff	
3.15 Arrange public hearing on draft guidance	O'Neill and Admin Coordinator	
3.16 Prepare final guidance document for EAC adoption	Steering Committee with O'Neill directing staff	

Attachment 3: Principal Investigator

The principal investigator, Dr. Ruth B. Mandel, is director of the Eagleton Institute of Politics and Board of Governors Professor of Politics. As Institute director, she is responsible for general direction and oversight of all programs and projects at Eagleton. Under Mandel's leadership, the Institute has been successfully completed dozens projects under federal, state and foundation grants and contracts, many of which address topics related to voters and voting, civic engagement and political participation, and representative democracy.

Three projects in which she has played a significant and direct substantive role are described below: the New Jersey Initiative: Building Management Capacity in New Jersey Municipalities; the Young Elected Leaders Project; and the New Jersey Civic Education Consortium.

a) *The New Jersey Initiative: Building Management Capacity in New Jersey Municipalities*

Sponsoring Organizations: The Pew Charitable Trusts and the
NJ Department of Community Affairs

Project Managers: Dale Jones, Syracuse University [REDACTED]
Mark Pfeiffer, NJ Department of Community Affairs,
[REDACTED]

Period of Performance: 5/01 to 11/02

Value of Award: \$90,000 to Eagleton Institute of Politics

Mandel oversaw the implementation of the New Jersey Initiative, which was conducted as a partnership between the Alan K. Campbell Public Affairs Institute of the Maxwell School of Citizenship and Public Affairs at Syracuse University and the Eagleton Institute of Politics. Mandel guided the formation of the collaboration, the identification of the tasks, including issues related to selecting the case studies, and dissemination of the recommendations and results.

The overall goal of the New Jersey Initiative was to provide opportunities for municipalities and other levels of government, educational institutions, non-profit organizations and individuals to learn about public management systems, how they might be improved, and how they can better meet the needs of those in leadership positions and the needs of citizens. Recommendations for state policy and municipal administration were included.

Seven New Jersey municipal governments volunteered to participate in the Initiative – Brick Township, Elizabeth City, Franklin Township, Irvington Township, Old Bridge Township, Paterson City, and Trenton City. Through their involvement, the project examined the five core management system areas that comprise management capacity – financial management, capital management, human resources management, information technology management, and managing for results. Much was learned about management capacity at the municipal level in New Jersey and the role of the state government in municipal management.

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The project resulted in two published monographs: *The New Jersey Initiative: Building Management Capacity in New Jersey Municipalities* and *Summary of The New Jersey Initiative: Building Management Capacity in New Jersey Municipalities*.

b) Young Elected Leaders Project

Sponsoring Organization: The Pew Charitable Trusts

Project Managers: Tobi Walker, Program Officer, Civic Life Initiatives; [REDACTED]

Period of Performance: January, 2002 - June, 2004

Value of Award: \$211,000

Mandel led the project team that conducted a pioneering national study of young officeholders. Under her direction, Eagleton identified and surveyed elected officials age 35 and under in three categories: federal (members of Congress); state (statewide elected officials and state legislators); and local (mayors and municipal council members from cities with populations of 30,000 or more). In May 2003, Eagleton convened *Political Generation Next: America's Young Elected Leaders*, the first national conference for young elected leaders, an occasion to explore issues raised in the research and discuss the challenges of public leadership facing the next generation.

Mandel was centrally involved in every phase of the project, providing the vision that resulted in the successful proposal to Pew, contributing both to the ideas guiding the project and the actual day-to-day management. She played a key role in the design of the survey administered to young elected leaders, in the selection of conference participants, and in the planning of the conference agenda and presenters, as well as at the conference itself. She co-authored the final report provided to the funder and issued to the general public, also titled *Political Generation Next: America's Young Elected Leaders*, and she led dissemination efforts, speaking at public programs and to the media about the findings from the research and conference.

c) New Jersey Civic Education Consortium

Sponsoring Organization: The Geraldine R. Dodge Foundation

Project Manager: David Grant, [REDACTED]

Period of Performance: March, 2000 - May, 2001

Value of Award: [REDACTED]

The New Jersey Civic Education Consortium was created by the Eagleton Institute of Politics as a statewide partnership of educators, schools, nonprofit organizations, corporations, and political leaders committed to expanding and strengthening civic education and political participation in New Jersey. Sponsored and hosted by Eagleton, the Consortium seeks to promote partnerships among schools, community organizations, and public servants to educate and encourage a citizenry informed about and engaged in the practice of a democratic society. More than 100 organizations,

agencies and school districts signed on as Consortium partners, and more than 125 individuals in the education, non-profit, and political communities served on Consortium work groups. The Consortium came into existence to strengthen the state's infrastructure to educate and encourage a citizenry informed about and engaged in the practice of a democratic society. It seeks to leverage limited resources through partnerships and information-sharing and by increasing public awareness.

With support from the Dodge Foundation, the Consortium hosted a statewide conference to highlight best practices, exchange ideas, and explore how to use the 2001 gubernatorial election as an educational opportunity. Approximately 90 people gathered at the New Jersey Law Center in New Brunswick to share ideas, make connections, and find new ways of improving civic education in New Jersey. The conference included: a poster session highlighting some of the best practices in civic education from across the state; panels of educators, government, academia, the media, and the non-profit community; and a keynote speaker, Professor Alan Rosenthal, discussing democracy and youth civic engagement.

The Consortium also awarded mini-grants for exemplary programs and engaged the public sector in civic education through a pilot project to bring public officials into the classroom. Some of the grantees presented their work at the Consortium's conference. Under a related grant from the Schumann Fund for New Jersey, the Consortium developed a toolkit with educational resources and suggested activities to assist public officials in working with students.

Mandel worked on the original plan for Eagleton to convene the Consortium and directed Institute staff in shaping the mission and direction of the Consortium. She has been actively involved in development of the Consortium's activities and materials.

Dr. Mandel's current resume is provided in Attachment 8 – Resumes of the Project Team.

Attachment 4: Comparable Projects Performed by the Eagleton Institute of Politics

a) Seminar Series: The Challenge of Implementing the Help America Vote Act

Sponsoring Organization: The Fund for New Jersey

Project Manager: Mark Murphy, Executive Director, [REDACTED]

Grant: \$5,000 for direct expenses of speakers.

This project demonstrates Eagleton's continuing interest in the implementation of HAVA and knowledge of implementation issues. It shows the Institute's knowledge of implementation issues and its ability to achieve productive results by identifying competencies in other states and making contact with key leaders, summarizing information in useful formats and engaging individuals with diverse perspectives on election administration.

In the fall of 2003, the Eagleton Institute of Politics presented a series of three seminars, organized by Ingrid W. Reed, Director of the Institute's New Jersey Project, designed to give New Jersey an opportunity to gain perspectives from six states – New Mexico, Maryland, Michigan, Pennsylvania, Georgia and California – on election reform and implementation of the then-new federal Help America Vote Act. The seminars were held at Eagleton on the Rutgers University campus in New Brunswick, New Jersey.

Each seminar featured speakers from two states where election administration initiatives are underway and addressed one of three areas – state administration, statewide voter registration lists, and communication and education. The programs also included extensive discussion periods with individuals from New Jersey's state and county governments, academic institutions and non-profit organizations interested in election reform, as well as members of the New Jersey HAVA planning committee. The seminars were supported in part by a grant from the Fund for New Jersey.

The first seminar, on September 25, 2003 focused on state administration of elections and plans for implementing HAVA. Presentations were made by Rebecca Vigil-Giron, New Mexico Secretary of State and president-elect of the Association of Secretaries of State, and Linda Lamone, the State Administrator of the Maryland State Board of Elections. They focused on how states are working with counties to provide state-coordinated management practices.

The second seminar on October 28, 2003 focused on HAVA requirements to create a statewide voter registration list. Presentations were made by Christopher Thomas, Director of the Bureau of Elections in the Michigan Department of State who headed his state's efforts to create a statewide voter data base that began in the mid-1990's before HAVA, and Ted Koval, project manager for the Statewide Uniform Registry of Electors (SURE) in the Pennsylvania Department of State who leads the development of his state's registration list in the post-HAVA period. Thomas and Koval discussed state initiatives for addressing a key provision of HAVA which involves application of information technology and new approaches to inter-governmental relations.

The third seminar, on November 20, 2003 focused on the HAVA requirement to provide voter information and education. Presentations were made by Alison Bracewell McCullick, Statewide Voter Education Coordinator for the Georgia Department of State where she oversees 12 voter education coordinators around the state, and Conny G. McCormack, County Clerk for Los Angeles County who has responsibility for conducting elections with over 4 million voters and 5,000 voting places. Bracewell McCullick and McCormack presented examples of communications approaches reaching different audiences through diverse media.

As a follow-up to the seminars, a summary of specific key points from the presentations of each of the speakers was prepared and mailed and e-mailed to staff members in the to New Jersey partisan and non-partisan legislative staff offices to help inform new legislation New Jersey would need to implement the requirements of HAVA. The summary was also provided to the election administration staffs in each of New Jersey's 21 counties and to the leadership of the municipal clerks organization in order to give them a sense of what other states have done in working with county and local leadership to implement HAVA. As a direct result of Eagleton's work, New Jersey election officials subsequently visited the State of Michigan election office and are now modeling New Jersey effort to create a statewide voter list on Michigan's. In addition, the summary has been useful to organizations who have advocated for changes in the election system and who are acting as watch dogs of New Jersey's progress on implementation. The summary is posted on the Eagleton Institute web site.

b) Second HAVA Seminar Series

Subsequent to the HAVA seminar series focusing on other states, the Eagleton Institute of Politics supported the subsequent seminars as part of the Institute's public service mission. This series was directed by Ingrid Reed of Eagleton and included the following:

July 24, 2004 - The Chairman of the U.S. Election Assistance Commission, Dr. DeForest B. Soaries, Jr., spoke about "Implementing HAVA: Perspectives from the Federal Level." The program also included Attorney General Peter C. Harvey, New Jersey's Chief Election Official.

October 8, 2004 - The topic was "Implementing HAVA: Can We Alleviate Risk and Improve Public Confidence When Using New DRE Voting Systems?" Eric Lazarus, lead developer of the report "Recommendations for Improving Reliability of Direct Recording Electronic Voting Systems" issued by the Brennan Center for Justice at NYU Law School and the Leadership Conference on Civil Rights, discussed how and why these recommendations were made for the 2004 election and how election officials were asked to respond to them. New Jersey election officials then discussed how these recommendations were being addressed, which measures should be considered for the future and which measures appeared irrelevant for New Jersey.

January 5, 2004 - The topic was "Next Steps for HAVA Implementation in 2006 Based on 2004 - and what it means for the New Jersey Election In 2005." The session used the Election Official Report Card 2004 developed by the Brennan Center as a starting point for a discussion to set an agenda for evaluating the next elections. Bonnie Blader of NJ Appleseed reported on her inspections and discussions about security matters in several counties. Deborah Goldberg, Program Director of the Democracy Project of Brennan Center for Justice at NYU Law School discussed the use of the Election 2004 Report Card and Eric Lazarus presented plans for assessing what information is needed to make decisions about voting systems.

c) *The 2001 New Jersey Election, A Century Foundation Report (issued October, 2002)*

Sponsoring Organization: The Century Foundation

Project Manager: Tova Wang, [REDACTED]

Period of Performance: 2001-2002

Value of Award: \$6,000

This project illustrates the Eagleton Institute's early interest in issues related to HAVA and its ability to conduct applied research, analyze data and information, work with election officials, craft recommendations and contribute to state-by-state comparison of election issues.

The Century Foundation requested Ingrid Reed, director of the Eagleton New Jersey Project, to prepare one of four studies of 2001 elections designed to assess the extent to which problems evident in Florida and elsewhere in 2000 persisted in the absence of fundamental reform throughout most of the country. Reed provided a study with recommendation of the New Jersey gubernatorial election. The other three were the governor's race in Virginia, and mayoral races in New York City and Los Angeles.

The Century Foundation reports were released and discussed at the National Press Club, Washington D.C. on October 15, at a program, "Does the Federal Election Bill Fix The Problem?" moderated by Juan Williams, senior correspondent for National Public Radio's *Morning Edition*.

Overall, the reports show that election problems were much less pervasive in Virginia and Los Angeles -- which have long-standing voting laws and practices that parallel the reforms that Congress enacted -- than in New Jersey and New York City, where there have been more scattershot approaches to election reform. The reports can be found on www.reformelections.com.

The Overview of the Century Foundation Report (p. xxxiv) notes that in New Jersey, "structural flaws in the system reduce responsibility for carrying out elections effectively and leave local and county administration unaccountable." The report notes that in the 2001 election, the number of uncounted votes rose -- usually New Jersey hovers around the national average -- despite the fact that the state replaced its punch card ballot machines. It also notes that New Jersey uses a wide variety of voting machines, and

despite official reports, election observers and voting advocates report polling sites and systems remain inaccessible for the disabled.

The report on the 2001 New Jersey Election points out that New Jersey's decentralized, county-based election system is very similar to Florida's and lacks transparency and accountability.

The first part of the New Jersey report gives a the context for the 2001 elections and describes initiatives taken in 2000 such as eliminating punch card machines and increasing poll worker pay. It discusses how the process worked by looking at four places where specific election problems arose -- Atlantic City, Cumberland County, Passaic County, and Mercer County. It also presents results of an informal survey conducted by Eagleton with the assistance of two research fellows of election administrators about the 2001 election that showed that the increase in poll worker pay successfully addressed the need for workers. It also makes recommendations for improving future elections (p.39): They include:

- define a state leadership role in managing elections
- set county standards for streamlined administration
- address the needs of citizens with disabilities
- examine role of absentee ballots
- improve services for bilingual voters
- upgrade and standardize voting equipment
- consider practices in other states for such initiatives as statewide voter lists, mail ballots, shorter registration deadlines
- use modern communications to promote elections
- recognize outstanding achievements in election administration at the county and local level

Reed concludes the report noting that "the challenge is to find a way to address the systemic issues about election administration in order to assure that the more specific issues are implemented fairly and efficiently and not simply added on to an already complex, overburdened structure.... Leadership from the governor and the legislature will be required to define the expectations for reform and to engage, not ignore, the many individuals and entities already involved in the election process to craft a new system."

Reed added that the new federal election reform act will be catalyst for addressing many of the problems with New Jersey's system and provides funds to make improvements in voting equipment.

d) RU Voting

Sponsoring Organization: Rutgers University
Project Manager: Greg Blimling, Vice President, [REDACTED]

Period of Performance: Fall 2004
Value of Award: \$20,000

The Eagleton Institute initiated and managed a project to register and educate Rutgers University students and get them out to vote. Helping to form and mobilize a non-partisan association of staff, faculty, and student groups, Eagleton assistant research professor Susan Sherr served as faculty advisor for a project led by a recent Rutgers graduate. The coalition collected approximately 11,000 registration forms for students registering for the first time, seeking absentee ballots or filing address changes. The group also sponsored a website providing information for student voters.

The election-day experience of this project is particularly relevant to this proposal to the EAC. While thousands of Rutgers students headed to the polls, apparently because of the huge influx of new voter registrations, many found their names had not been added to the rolls. While they were able to vote by provisional ballot, many found this frustrating and disappointing, and contacted Eagleton. Several Eagleton faculty and staff members spent much of election day in contact with area local election officials, reporters and students trying to determine exactly what the problem was and what solutions could be found quickly. The difficulty of making these determinations along with the wild rumors the problems generated were sobering and instructive for considering how to improve the use of provisional ballots in particular.

e) Public Interest Polling

Sponsoring Organization: NJ Motor Vehicles Commission
Project Manager: Sharon Harrington, Director, [REDACTED]

Period of Performance: 2003-2005
Value of Awards: \$160,000

The fifth comparable project is the survey research work performed by the Eagleton Institute's Center for Public Interest Polling, also known as the Eagleton Poll. Whether or not the EAC chooses to fund the optional polls described in this proposal, the work done by the Eagleton Poll is relevant both for helping the project team understand the value and limits of polling as a gauge of public opinion and because the prominence of the Poll has contributed to public knowledge and respect for the Institute as a whole.

The Eagleton Poll, established in 1971, was one of the first, and most respected academic-based state survey research organizations in the country. The Center engages with approximately 25 government or non-profit agencies each year to conduct polls and focus groups. One client has been the New Jersey Motor Vehicles Commission which has hired Eagleton twice over the last three years to conduct

customer satisfaction surveys. The current contract also calls for convening of focus groups to probe issues more deeply and an assessment of Motor Vehicles employee attitudes and impressions.

In addition, Eagleton collaborates with New Jersey's largest newspaper, The Star-Ledger, to conduct the *Star-Ledger/Eagleton-Rutgers Poll*. Conducted five to six times a year, this is the most prominent and oldest survey of public opinion in the states.

Attachment 5 –Risks re Provisional Voting

The research proposed to develop the guidance document for Provisional Voting involves a contentious political and policy debate, requires the use of a large mass of information to varying reliability, and requires aiming at a moving target because considerable action is underway across the country based on the experiences with the 2004 election. Each of these factors could undermine the credibility and utility of the work, but reasonable precautions can moderate that risk.

Polarized Political and Policy Debate

The debate over Provisional Voting has resulted in a clash over policy with a distinct partisan tinge. Republicans and Democrats are at odds over the proper role for Provisional Voting in the electoral system, election officials are exposed to a more stringent scrutiny that had been the norm, and the federal role in what had previously been a state and local responsibility is controversial in some quarters. All of these conditions make Provisional Voting a controversial topic and will put the analysis and recommendations of this project not just under a microscope but one illuminated by a harsh light.

The most effective way to moderate the risk that controversy could undermine credibility of the project is to turn to independent institutions with a strong reputation and the credentials that inspire confidence. We believe that the Eagleton Institute of Rutgers, The State University of New Jersey and the Moritz College of Law of the Ohio State University have that reputation and that their scholarly, policy-relevant work has created a reputation that inspires confidence.

Data Analysis

The volume and types of information related to Provisional Voting nationwide is staggering. Relying on narratives in the press or from the organizations that have sprung up in the last several years to monitor election reform is appropriate for much of the work proposed. But judging the validity and reliability of that information can frequently be problematic. Unreliable data will produce unreliable conclusions, which, in the present contentious political atmosphere, will quickly undermine the project.

This proposal addresses that problem by supplementing the available sources of data with survey research, the reliability and validity of which is measurable. The proposed survey of provisional voters would go beyond the anecdotal to provide statistically significant measures of their subjective experiences. The survey of local election officials would tap systematically their assessment of the clarity of the guidance they received in 2004 more reliable than the anecdotal reports frequently found in the existing literature.

The Moving Target

The states are not sitting back waiting for instructions on how to proceed in improving the process of Provisional Voting. This project to provide them guidance, which they may or not accept, is aimed at a moving target.

The best way to ensure the relevance of the guidance when published is to conduct the project in a way that provides information too good to ignore. The thorough nationwide search for best practices, clear-eyed analysis, independent review of the experience in 2004, and clear objectives will make the guidance document useful to all jurisdictions.

Attachment 6 – Risks re Voter Identification

The research proposed to develop the guidance document for Voter Identification Requirements and Procedures comes at a time of particularly sharp debate. That debate reveals a racial dimension as well as a partisan dimension, and it is taking place in state houses across the country. The vocabulary of the controversy is richer in invective and allegation than it is in information and analysis. As with the project on Provisional Voting, we are aiming at a moving target as the states grapple with how to modify their requirements for Voter Identification at a pace that may be faster than the schedule for publication of the Commission's guidance on this topic.

Polarized Debate

The debate over Provisional Voting has resulted in a clash over policy with a distinct partisan tinge. Republicans tend to favor more demanding Voter Identification procedures to increase the security of the ballot. Democrats advocate for a more open system, fearing that stringent requirements would reduce the electoral participation of the poor, the elderly, African-Americans and immigrants, and other groups. Stepping into the middle of this conflict is inherently risky because motives and intentions will be called into question.

The most effective way to moderate the risk that controversy could undermine credibility of the project is to provide information that is not now found in the debate. The analysis of the effects of different Voter Identification regimes on voter participation will bring new information to the debate. If our intentions are realized—and they should be—the analysis will yield a clearer understanding of what tradeoffs may exist between various Voter Identification regimes. This kind of good data will not end the debate, but it should raise it to a higher level, and that would be no small achievement in this case. A higher level of debate will likely make the Commission's guidance more influential.

Quality of the data

Raising the quality of the debate by providing information both sides can find useful carries its own risk. The time available for this work is limited. To fail to produce the information as needed in the workplan is real because the work is demanding. But we believe that careful management and the resources of the two institutions will make it possible to develop the analysis in time to be useful in shaping the guidance document.

The Moving Target

The states are moving ahead to change their Voter Identification Procedures. This project to provide them guidance, which they may or not accept, is aimed at a moving target.

As with the Provisional Voting Project, The best way to ensure the relevance of the guidance when published is to conduct the project in a way that provides information too good to ignore. The thorough nationwide search for best practices, clear-eyed analysis of the tradeoffs between Voter ID procedures, and clear objectives will make the guidance document useful across the country.

Attachment 7 – Five Top Reasons Eagleton/Moritz is the best qualified candidate

1. This project involves subjects in sharp debate. The Eagleton Institute of Politics of Rutgers, the State University of New Jersey, and the Moritz College of Law of the Ohio State University are well-respected, independent academic institutions whose work will lend credibility to the research and the resulting Guidance Documents.
2. Eagleton and Moritz have an active and admirable record of involvement in election analysis, inter-governmental relations, election law and related topics. This experience not only enhances their reputations, it provides them with a rare, if not unique, perspective on the issues that will be apparent in the quality of the work produced.
3. The partnership in this project between an Institute of Politics and a College of Law will enrich the analysis. The synergies derived from focusing two different perspectives and ways of thinking on the issues will strengthen the conclusions. The guidance documents that result will rest on a platform both broad and strong.
4. The Peer Review Group created for this project in the proposal will enlarge even further the perspectives and experience focused on improving the process of Provisional Voting and assessing Voter Identification Requirements. The Peer Review Group's comments will strengthen the analysis so that it can survive the scrutiny it is sure to receive in the current, contentious climate.
5. Both Eagleton and Moritz have strong record of obtaining and analyzing information from governments and interest groups and involving them in the interpretation of the data. They are truly independent: neither is a vendor or contractor involved in elections. Their work will be –and will be seen to be– objective and thorough.