

Tova

Tova Andrea Wang
Democracy Fellow
The Century Foundation
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----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"

[Redacted]
06/12/2006 05:11 PM

To psims@eac.gov

cc

Subject RE: Will Call Later

Perfect. Thanks.

-----Original Message-----

From: psims@eac.gov [mailto:psims@eac.gov]

Sent: Monday, June 12, 2006 4:09 PM

To: [Redacted]

Subject: RE: Will Call Later

How about 9:30 AM EST, Wednesday morning (6/14/06)?

"Tova Wang" <[Redacted]>

06/12/2006 04:46 PM

To psims@eac.gov

cc

Subject RE: Will Call Later

Either between 9 and 10 or between 12 and 1:30 would be ideal, but I should be around most of the afternoon. Thanks Peg. Tova

-----Original Message-----

From: psims@eac.gov [mailto:psims@eac.gov]

013187

Sent: Monday, June 12, 2006 2:39 PM
To: [REDACTED]
Subject: Will Call Later

I'll try to call you Wednesday. Is there a time that is best for you? Today has been too hectic. Tomorrow is primary election day in VA. Still no transcript. I have taken a look at the recommendations that you sent me, but have not yet heard from Job. --- Peg

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"

[REDACTED]
06/05/2006 04:30 PM

To psims@eac.gov, [REDACTED]

cc

Subject recommendations

Here are my recommendations with the last one now included. Please let me know about the transcript and when you all want to talk about getting the final report done. Thanks. Tova

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future suggestions.doc

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"

[REDACTED]
06/09/2006 08:53 AM

To "Job Serebrov" [REDACTED] <[REDACTED]>, psims@eac.gov

cc

Subject RE: Transcript & Teleconference

What about during a lunch hour?

-----Original Message-----

From: Job Serebrov [mailto:serebrov@sbcglobal.net]
Sent: Thursday, June 08, 2006 9:42 PM
To: psims@eac.gov; wang@tcf.org
Subject: Re: Transcript & Teleconference

Peggy:

013188

I can't predict when I get home but it is between 5:30 and 6:30 my time. I know that is generally too late to have a teleconference.

I plan to review Tova's recommendations this weekend and work on my own as well as expanding the explanation of the case section.

Please see what your financial officer did with regards to my travel.

Thank you,

Job

--- psims@eac.gov wrote:

> What time do you arrive home from work? Perhaps we
> could talk then?
>
> Re your question on the mileage, I have approached
> our Financial Officer
> with a request that you receive full reimbursement
> on the grounds that
> your actual total travel costs are less than the
> estimated total travel
> costs if you had flown to DC, stayed in our more
> expensive hotels, and
> received the higher per diem for 3 days (instead of
> 1). I have not yet
> received a response from her and she has been out of
> the office much of
> this week, so I don't know what she decided to do.
> --- Peggy
>
>
>
> "Job Serebrov" <[REDACTED]>
> 06/08/2006 01:10 PM
>
> To
> psims@eac.gov, <[REDACTED]>
> cc
> serebrov@sbcglobal.net
> Subject
> Re: Transcript & Teleconference
>
>
>
>
> Peg:
>
> I just arrived home for lunch. I can no longer take
> time during the work day for telephone conferences.
> As
> I told you I will need to finish this project after
> daily working hours. I am still getting things done
> from being out for ten days. I will review Tova's recommendations and

013189

> expand on mine this weekend.
>
> Also, I sent you an e-mail asking how you handled
> the
> mileage portion of my travel voucher?
>
> Job
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>
> --- psims@eac.gov wrote:
>
> > 4 PM EST is fine with me, if it works for Job.
> ---
> > Peggy
> >
> >
> >
> >
> > [REDACTED]
> > 06/08/2006 10:10 AM
> >
> > To
> > psims@eac.gov
> > cc
> > [REDACTED]
> > Subject
> > Re: Transcript & Teleconference
> >
> >
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> >
> >
> > Can we make it 4 est? I have another meeting at
> > 3.
> > ----- Original Message -----
> > From: <psims@eac.gov>
> > To: [REDACTED]
> > Cc: [REDACTED]
> > Sent: Thursday, June 08, 2006 9:55 AM
> > Subject: Re: Transcript & Teleconference
> >
> >
> > >
> > > I'll see how it comes in. I hope we receive an
> > > electronic copy. If we
> > > only receive a hard copy, we can pdf it and
> > > email
> > > it to the two of you.
> > > How about Monday afternoon at 3 PM EST for a
> > > brief
> > > teleconference? I
> > > really can't do it before then because of other
> > > commitments. --- Peggy
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> > > 06/08/2006 09:42 To
> > > AM

> > psims@eac.gov

> > > cc

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Re: Re:

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> > >>
> > >> Hi, Whats going on? I have not received
> > responses from either one of
> > > you
> > >> in a week. I'd like to wrap this up in the next
> > two weeks if we can.
> > Did
> > >> you get my recommendations? Thanks.
> > >>
> > >> Tova
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----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"

[Redacted]
06/13/2006 09:10 AM

To psims@eac.gov, wang@tcf.org
cc

Subject Transcripts, Etc.

Peggy:

Any sign of the transcript? Will the other members of the working group get a copy? I have had questions from several about it.

If you want to talk I can do so this Friday at 6 pm your time.

Job

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



06/08/2006 03:30 PM

To "Job Serebrov" <[redacted]>, psims@eac.gov

cc [redacted]

Subject Re: Transcript & Teleconference

What time do you suggest talking?

----- Original Message -----

From: "Job Serebrov" <serebrov@sbcglobal.net>

To: <psims@eac.gov>; <wang@tcf.org>

Cc: <serebrov@sbcglobal.net>

Sent: Thursday, June 08, 2006 1:10 PM

Subject: Re: Transcript & Teleconference

> Peg:

>

> I just arrived home for lunch. I can no longer take
> time during the work day for telephone conferences. As
> I told you I will need to finish this project after
> daily working hours. I am still getting things done
> from being out for ten days. I will review Tova's
> recommendations and expand on mine this weekend.

>

> Also, I sent you an e-mail asking how you handled the
> mileage portion of my travel voucher?

>

> Job

>

>

>

> --- psims@eac.gov wrote:

>

>> 4 PM EST is fine with me, if it works for Job. ---

>> Peggy

>>

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>> 06/08/2006 10:10 AM

>>

>> To

>> psims@eac.gov

>> cc

>>

>> subject

>> Re: Transcript & Teleconference

>>

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>> Can we make it 4 est? I have another meeting at 3.

>> ----- Original Message -----

>> From: <psims@eac.gov>

----- Original Message -----

From: <psims@eac.gov>

To: [REDACTED]

Cc: [REDACTED]

Sent: Thursday, June 08, 2006 9:55 AM

Subject: Re: Transcript & Teleconference

>

> I'll see how it comes in. I hope we receive an electronic copy. If we
> only receive a hard copy, we can pdf it and email it to the two of you.
> How about Monday afternoon at 3 PM EST for a brief teleconference? I
> really can't do it before then because of other commitments. --- Peggy

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06/08/2006 09:42 AM

psims@eac.gov

To

cc

Subject

Re: Re:

> How will you be getting it to us? Will it be something you can email?
> And

> can we set up a call for some time in the next few days? Thanks.

> ----- Original Message -----

> From: <psims@eac.gov>

> To: [REDACTED]

> Cc: [REDACTED]

> Sent: Thursday, June 08, 2006 9:35 AM

> Subject: Re:

>> Sorry. We have been swamped with other program activities and
>> preparations

>> for today's testimony before House Admin. We have not yet received the
>> transcript of the Working Group session. Devon checked with the court
>> reporter, who said it will be delivered today. --- Peggy

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013198

Job

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"

06/08/2006 10:42 PM

To psims@eac.gov, wang@tcf.org

cc

Subject Re: Transcript & Teleconference

Peggy:

I can't predict when I get home but it is between 5:30 and 6:30 my time. I know that is generally too late to have a teleconference.

I plan to review Tova's recommendations this weekend and work on my own as well as expanding the explanation of the case section.

Please see what your financial officer did with regards to my travel.

Thank you,

Job

--- psims@eac.gov wrote:

> What time do you arrive home from work? Perhaps we
> could talk then?
>
> Re your question on the mileage, I have approached
> our Financial Officer
> with a request that you receive full reimbursement
> on the grounds that
> your actual total travel costs are less than the
> estimated total travel
> costs if you had flown to DC, stayed in our more
> expensive hotels, and
> received the higher per diem for 3 days (instead of
> 1). I have not yet
> received a response from her and she has been out of
> the office much of
> this week, so I don't know what she decided to do.
> --- Peggy
>
>
>
> "Job Serebrov"
> 06/08/2006 01:10 PM
>

013200

> To
> psims@eac.gov, [REDACTED]
> cc
> [REDACTED]
> Subject
> Re: Transcript & Teleconference
>
>
>
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>
>
> Peg:
>
> I just arrived home for lunch. I can no longer take
> time during the work day for telephone conferences.
> As
> I told you I will need to finish this project after
> daily working hours. I am still getting things done
> from being out for ten days. I will review Tova's
> recommendations and expand on mine this weekend.
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> Also, I sent you an e-mail asking how you handled
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> mileage portion of my travel voucher?
>
> Job
>
>
>
> --- psims@eac.gov wrote:
>
> > 4 PM EST is fine with me, if it works for Job.
> ---
> > Peggy
> >
> >
> >
> >
> > [REDACTED]
> > 06/08/2006 10:10 AM
> >
> > To
> > psims@eac.gov
> > cc
> > [REDACTED]
> > Subject
> > Re: Transcript & Teleconference
> >
> >
> >
> >
> >
> > Can we make it 4 est? I have another meeting at
> > 3.
> > ----- Original Message -----
> > From: <psims@eac.gov>
> > To: [REDACTED]
> > Cc: [REDACTED]
> > Sent: Thursday, June 08, 2006 9:55 AM

013201

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----

Margaret Sims /EAC/GOV

06/12/2006 03:39 PM

To Tova Andrea Wang

cc

Subject Will Call Later

I'll try to call you Wednesday. Is there a time that is best for you? Today has been too hectic. Tomorrow is primary election day in VA. Still no transcript. I have taken a look at the recommendations that you sent me, but have not yet heard from Job. --- Peg

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



[REDACTED]
06/14/2006 10:46 PM

To "Job Serebrov" [REDACTED], psims@eac.gov

cc

Subject Re: teleconference

Could you do Friday in the morning?

----- Original Message -----

From: "Job Serebrov" <[REDACTED]>

To: [REDACTED]; <psims@eac.gov>

Sent: Wednesday, June 14, 2006 10:17 PM

Subject: Re: teleconference

> Tova:

>

> 5 pm EST is 4 pm Central. Peg would have to call at 7

013204

> pm EST to be 6 pm Central.
>
> Job
>
> --- [REDACTED] wrote:
>
>> Let's try to do that. Peg, you will call us 5 pm
>> EST?
>> ----- Original Message -----
>> From: "Job Serebrov" [REDACTED]
>> To: "Tova Wang" [REDACTED]
>> Sent: Wednesday, June 14, 2006 6:29 PM
>> Subject: Re: teleconference
>>
>>
>> > Wednesday next week? It would have to be 6 pm.
>> >
>> > --- Tova Wang [REDACTED] wrote:
>> >
>> >> Hi Job,
>> >>
>> >> Peg tells me that we should now be getting the
>> >> transcript early next week.
>> >> Regardless, we should talk about the organization
>> >> and distribution of work
>> >> on the final report and try to finally get it
>> >> done.
>> >> Would it be possible
>> >> for you to do a call before you leave for work in
>> >> the morning, say 8 am your
>> >> time, on Wednesday? If not, could you do 6 pm
>> >> your
>> >> time on Wednesday?
>> >> Thanks.
>> >>
>> >> Tova
>> >>
>> >> Tova Andrea Wang
>> >> Democracy Fellow
>> >> The Century Foundation
>> >> 41 East 70th Street - New York, NY 10021
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>> >> weekly e-mail updates.
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----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"
[REDACTED]

06/08/2006 01:10 PM

To psims@eac.gov, wang@tcf.org

cc [REDACTED]

Subject Re: Transcript & Teleconference

Peg:

I just arrived home for lunch. I can no longer take time during the work day for telephone conferences. As I told you I will need to finish this project after daily working hours. I am still getting things done from being out for ten days. I will review Tova's recommendations and expand on mine this weekend.

Also, I sent you an e-mail asking how you handled the mileage portion of my travel voucher?

Job

--- psims@eac.gov wrote:

> 4 PM EST is fine with me, if it works for Job. ---
> Peggy
>
>
>
> [REDACTED]
> 06/08/2006 10:10 AM
>
> To
> psims@eac.gov
> cc
> [REDACTED]
> Subject
> Re: Transcript & Teleconference
>
>
>
>
> Can we make it 4 est? I have another meeting at 3.
> ----- Original Message -----
> From: <psims@eac.gov>
> To: [REDACTED]
> Cc: [REDACTED]
> Sent: Thursday, June 08, 2006 9:55 AM
> Subject: Re: Transcript & Teleconference

13206

full reimbursement on the grounds that your actual total travel costs are less than the estimated total travel costs if you had flown to DC, stayed in our more expensive hotels, and received the higher per diem for 3 days (instead of 1). I have not yet received a response from her and she has been out of the office much of this week, so I don't know what she decided to do. --- Peggy

"Job Serebrov [REDACTED]"



"Job Serebrov"
[REDACTED]
06/08/2006 01:10 PM

To psims@eac.gov [REDACTED]
c [REDACTED]

Subject Re: Transcript & Teleconference

Peg:

I just arrived home for lunch. I can no longer take time during the work day for telephone conferences. As I told you I will need to finish this project after daily working hours. I am still getting things done from being out for ten days. I will review Tova's recommendations and expand on mine this weekend.

Also, I sent you an e-mail asking how you handled the mileage portion of my travel voucher?

Job

--- psims@eac.gov wrote:

> 4 PM EST is fine with me, if it works for Job. ---
> Peggy

>
>
>
>

> [REDACTED]
> 06/08/2006 10:10 AM

>
> To
> psims@eac.gov
> cc

> [REDACTED]
> Subject
> Re: Transcript & Teleconference

>
>
>
>
>

> Can we make it 4 est? I have another meeting at 3.

> ----- Original Message -----

> From: <psims@eac.gov>

> To: [REDACTED]

-----Original Message-----

From: Job Serebrov [mailto: [REDACTED]]
Sent: Friday, June 09, 2006 8:17 AM
To: Tova Wang
Subject: RE: Transcript & Teleconference

Normally I am not home for lunch.

--- Tova Wang [REDACTED] > wrote:

> What about during a lunch hour?

>

> -----Original Message-----

> From: Job Serebrov [mailto: [REDACTED]]
> Sent: Thursday, June 08, 2006 9:42 PM
> To: psims@eac.gov; [REDACTED]
> Subject: Re: Transcript & Teleconference

>

>

> Peggy:

>

> I can't predict when I get home but it is between
> 5:30

> and 6:30 my time. I know that is generally too late
> to

> have a teleconference.

>

> I plan to review Tova's recommendations this weekend
> and work on my own as well as expanding the
> explanation of the case section.

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> Please see what your financial officer did with
> regards to my travel.

>

> Thank you,

>

> Job

>

> --- psims@eac.gov wrote:

>

> > What time do you arrive home from work? Perhaps
> we

> > could talk then?

> >

> > Re your question on the mileage, I have approached
> > our Financial Officer

> > with a request that you receive full reimbursement
> > on the grounds that

> > your actual total travel costs are less than the
> > estimated total travel

> > costs if you had flown to DC, stayed in our more
> > expensive hotels, and

> > received the higher per diem for 3 days (instead
> > of

> > 1). I have not yet

> > received a response from her and she has been out
> > of

013212

> > the office much of
> > this week, so I don't know what she decided to do.
> > --- Peggy

> >
> >
> >

> > "Job Serebrov" [REDACTED]
> > 06/08/2006 01:10 PM

> >
> > To
> > psims@eac.gov, wang@tcf.org
> > cc
> > [REDACTED]
> > Subject
> > Re: Transcript & Teleconference

> >
> >
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> > Peg:
> >
> > I just arrived home for lunch. I can no longer
> > take
> > time during the work day for telephone
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> > As
> > I told you I will need to finish this project
> > after
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> > from being out for ten days. I will review Tova's
> > recommendations and
> > expand on mine this weekend.
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> > the
> > mileage portion of my travel voucher?

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> > Job

> >
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> > --- psims@eac.gov wrote:
> >
> > > 4 PM EST is fine with me, if it works for Job.

> > ---
> > > Peggy

> > >
> > >
> > >

> > > [REDACTED]
> > > 06/08/2006 10:10 AM

> > >
> > > To
> > > psims@eac.gov
> > > cc

> > > [REDACTED]

> EST?
> ----- Original Message -----
> From: "Job Serebrov" <serebrov@sbcglobal.net>
> To: "Tova Wang" <>wang@tcf.org>
> Sent: Wednesday, June 14, 2006 6:29 PM
> Subject: Re: teleconference
>
>
> > Wednesday next week? It would have to be 6 pm.
> >
> > --- Tova Wang <wang@tcf.org> wrote:
> >
> >> Hi Job,
> >>
> >> Peg tells me that we should now be getting the
> >> transcript early next week.
> >> Regardless, we should talk about the organization
> >> and distribution of work
> >> on the final report and try to finally get it
> >> done.
> >> Would it be possible
> >> for you to do a call before you leave for work in
> >> the morning, say 8 am your
> >> time, on Wednesday? If not, could you do 6 pm
> >> your
> >> time on Wednesday?
> >> Thanks.
> >>
> >> Tova
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> >> Tova Andrea Wang
> >> Democracy Fellow
> >> The Century Foundation
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----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"

06/21/2006 11:00 AM

To "Job Serebrov" [redacted]@sims@eac.gov
cc

013216



Subject nexis

Hi Peg and Job,

I don't know how we might be able to use these but here, finally, are the super-refined versions of the

nexis charts. Can we include them? Thanks. Tova absentee nexis chart 2FORMAT.xls



'dead' voters and multiple voting nexis chartFORMAT.xls intimidation and suppressionFORMAT.xls



voter registration fraud nexischartFORMAT.xls

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



06/15/2006 03:30 PM

To "Job Serebrov" [redacted], psims@eac.gov
cc

Subject Re: teleconference

fine

----- Original Message -----

From: "Job Serebrov" [redacted]

To: [redacted]; <psims@eac.gov>

Sent: Wednesday, June 14, 2006 10:17 PM

Subject: Re: teleconference

> Tova:

>

> 5 pm EST is 4 pm Central. Peg would have to call at 7
> pm EST to be 6 pm Central.

>

> Job

>

> --- wang@tcf.org wrote:

>

>> Let's try to do that. Peg, you will call us 5 pm
>> EST?

>> ----- Original Message -----

>> From: "Job Serebrov" [redacted]

>> To: "Tova Wang" [redacted]

>> Sent: Wednesday, June 14, 2006 6:29 PM

>> Subject: Re: teleconference

>>

>>

>> > Wednesday next week? It would have to be 6 pm.

>> >

>> > --- Tova Wang [redacted] wrote:

>> >

>> >> Hi Job,
>> >>
>> >> Peg tells me that we should now be getting the
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>> >> Regardless, we should talk about the organization
>> >> and distribution of work
>> >> on the final report and try to finally get it
>> >> done.
>> >> Would it be possible
>> >> for you to do a call before you leave for work in
>> >> the morning, say 8 am your
>> >> time, on Wednesday? If not, could you do 6 pm
>> >> your
>> >> time on Wednesday?
>> >> Thanks.
>> >>
>> >> Tova
>> >>
>> >> Tova Andrea Wang
>> >> Democracy Fellow
>> >> The Century Foundation
>> >> 41 East 70th Street - New York, NY 10021
>> >> phone: 212-452-7704 fax: 212-535-7534
>> >>
>> >> Visit our Web site, <<http://www.tcf.org/>>
>> >> www.tcf.org, for the latest news,
>> >> analysis, opinions, and events.
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>> >> <<mailto:join-tcfmain@mailhost.groundspring.org>>
>> >> Click here to receive our
>> >> weekly e-mail updates.
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>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



06/21/2006 09:29 PM

To "Job Serebrov" [REDACTED] psims@eac.gov
cc

Subject Re: Teleconference

How about Monday at 6:30 or 7 est?

----- Original Message -----

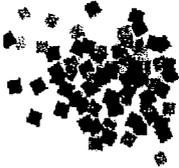
From: "Job Serebrov" [REDACTED]
To: <psims@eac.gov>; "Tova Andrea Wang" [REDACTED]
Sent: Wednesday, June 21, 2006 6:21 PM

013218

Subject: Re: Teleconference

> It will need to be early next week. What news of the
> transcript?
>
>
>
> --- psims@eac.gov wrote:
>
>>
>> I am sorry, but I have to postpone the
>> teleconference originally scheduled
>> for this evening. Is another day this week or early
>> next week good for you
>> two?
>> Peggy
>>
>> -----
>> Sent from my BlackBerry Wireless Handheld
>>
>>
>>
>
>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



Devon E. Romig/EAC/GOV
06/22/2006 03:44 PM

To Margaret Sims/EAC/GOV@EAC
cc [REDACTED]
Subject Fw: May 18, 2006 Meeting

Good news!!! The transcript is finally here.

Devon Romig
United States Election Assistance Commission
1225 New York Ave. NW, Suite 1100
Washington, DC 20005
202.566.2377 phone
202.566.3128 fax
www.eac.gov

----- Forwarded by Devon E. Romig/EAC/GOV on 06/22/2006 03:44 PM -----



"Carol J. Thomas Reporting "
[REDACTED]
06/22/2006 03:24 PM

To dromig@eac.gov
cc jwilson@eac.gov
Subject May 18, 2006 Meeting

Dear EAC,

Attached please note the ASCII file for the Voting Fraud-Voter Intimidation Meeting taken on Wednesday, May 18, 2006. Your transcript has been shipped to you.

ASCII file name: 051806.txt

Please let us know if you have any questions.



Timothy Brischler, Office Manager, 703.273.9221 051806.TXT
--- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM ---



"Job Serebrov"
[Redacted]
06/21/2006 06:21 PM

To psims@eac.gov, "Tova Andrea Wang" [Redacted]
cc
Subject Re: Teleconference

It will need to be early next week. What news of the transcript?

--- psims@eac.gov wrote:

>
> I am sorry, but I have to postpone the
> teleconference originally scheduled
> for this evening. Is another day this week or early
> next week good for you
> two?
> Peggy
>
> -----
> Sent from my BlackBerry Wireless Handheld
>
>
>

--- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM ---



[Redacted]
06/22/2006 10:29 AM

To psims@eac.gov
cc
Subject

Can I also get an answer on whether we can speak about the project publicly?

--- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM ---

Margaret Sims /EAC/GOV
06/19/2006 12:19 PM

To [REDACTED]
cc "Job Serebrov" [REDACTED]
Subject Re: teleconference [REDACTED]

OK. I have marked my calendar for a 7 PM EST/6 PM CST teleconference for this Wednesday. Still no transcript. --- Peggy

[REDACTED]



06/15/2006 03:30 PM

To "Job Serebrov" [REDACTED] psims@eac.gov
cc
Subject Re: teleconference

fine

----- Original Message -----

From: "Job Serebrov" [REDACTED]
To: [REDACTED] <psims@eac.gov>
Sent: Wednesday, June 14, 2006 10:17 PM
Subject: Re: teleconference

> Tova:

>

> 5 pm EST is 4 pm Central. Peg would have to call at 7
> pm EST to be 6 pm Central.

>

> Job

>

> --- [REDACTED] wrote:

>

>> Let's try to do that. Peg, you will call us 5 pm
>> EST?

>> ----- Original Message -----

>> From: "Job Serebrov" [REDACTED]
>> To: "Tova Wang" [REDACTED]
>> Sent: Wednesday, June 14, 2006 6:29 PM
>> Subject: Re: teleconference

>>

>>

>> > Wednesday next week? It would have to be 6 pm.

>> >

>> > --- Tova Wang [REDACTED] wrote:

>> >

>> >> Hi Job,

>> >>

>> >> Peg tells me that we should now be getting the

>> >> transcript early next week.

>> >> Regardless, we should talk about the organization

013221

>> >> and distribution of work
>> >> on the final report and try to finally get it
>> done.
>> >> Would it be possible
>> >> for you to do a call before you leave for work in
>> >> the morning, say 8 am your
>> >> time, on Wednesday? If not, could you do 6 pm
>> your
>> >> time on Wednesday?
>> >> Thanks.
>> >>
>> >> Tova
>> >>
>> >> Tova Andrea Wang
>> >> Democracy Fellow
>> >> The Century Foundation
>> >> 41 East 70th Street - New York, NY 10021
>> >> phone: 212-452-7704 fax: 212-535-7534
>> >>
>> >> Visit our Web site, <<http://www.tcf.org/>>
>> >> www.tcf.org, for the latest news,
>> >> analysis, opinions, and events.
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>> >> <<mailto:join-tcfmain@mailhost.groundspring.org>>
>> >> Click here to receive our
>> >> weekly e-mail updates.
>> >>
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>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"
[Redacted]
06/21/2006 09:34 PM

To [Redacted] psims@eac.gov
cc

Subject Re: Teleconference

Monday at 7 EST is ok with me. What about you Peg?

Job

-- [Redacted] wrote:

> How about Monday at 6:30 or 7 est?
> ----- Original Message -----
> From: "Job Serebrov" <serebrov@sbcglobal.net>

> To: <psims@eac.gov>; "Tova Andrea Wang"
> [REDACTED]
> Sent: Wednesday, June 21, 2006 6:21 PM
> Subject: Re: Teleconference
>
>
> > It will need to be early next week. What news of
> the
> transcript?
> >
> >
> >
> > --- psims@eac.gov wrote:
> >
> >>
> >> I am sorry, but I have to postpone the
> >> teleconference originally scheduled
> >> for this evening. Is another day this week or
> early
> >> next week good for you
> >> two?
> >> Peggy
> >>
> >> -----
> >> Sent from my BlackBerry Wireless Handheld
> >>
> >>
> >>
> >
> >
>
>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----

Margaret Sims /EAC/GOV

06/22/2006 10:30 AM

To "Job Serebrov" [REDACTED] "Tova Andrea Wang" [REDACTED]
cc

Subject Re: Teleconference

OK. Next Monday (6-26) at 7 PM EST. I'll call you.
Peggy

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: "Job Serebrov" [REDACTED]

Sent: 06/21/2006 09:34 PM

To: [REDACTED] psims@eac.gov

Subject: Re: Teleconference

013223

Monday at 7 EST is ok with me. What about you Peg?

Job

--- [redacted] wrote:

> How about Monday at 6:30 or 7 est?
> ----- Original Message -----
> From: "Job Serebrov" [redacted]
> To: psims@eac.gov; "Tova Andrea Wang"
> [redacted]
> Sent: Wednesday, June 21, 2006 6:21 PM
> Subject: Re: Teleconference
>
>
> > It will need to be early next week. What news of
> the
> transcript?
> >
> >
> >
> > --- psims@eac.gov wrote:
> >
> >>
> >> I am sorry, but I have to postpone the
> >> teleconference originally scheduled
> >> for this evening. Is another day this week or
> early
> >> next week good for you
> >> two?
> >> Peggy
> >>
> >> -----
> >> Sent from my BlackBerry Wireless Handheld
> >>
> >>
> >>
> >
> >
>
>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"
[redacted]
06/21/2006 12:25 PM

To psims@eac.gov, "Job Serebrov" [redacted]
cc
Subject RE: Teleconference

Anyday anytime except tomorrow is OK by me. Tova

-----Original Message-----
From: psims@eac.gov [mailto:psims@eac.gov]
Sent: Wednesday, June 21, 2006 11:15 AM

To: Tova Andrea Wang; Job Serebrov
Subject: Teleconference

I am sorry, but I have to postpone the teleconference originally scheduled for this evening. Is another day this week or early next week good for you two? Peggy

Sent from my BlackBerry Wireless Handheld

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"

[Redacted]
06/22/2006 09:27 PM

To psims@eac.gov
cc

Subject Suggestions

Peggy:

When Tova sent me her suggestions I made some changes and additions. Tova later wrote to me and said she expected me to come up with my own list. Due to time constraints and at risk of duplication I rather go with the corrected suggestions.



Job RECOMMENDATIONS.doc

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"

[Redacted]
06/21/2006 06:25 PM

To "Tova Wang" [Redacted], psims@eac.gov
cc

Subject Re: nexis

I have no objection to amending the official findings/CD to add these.

--- Tova Wang [Redacted] wrote:

> Hi Peg and Job,
>
> I don't know how we might be able to use these but
> here, finally, are the
> super-refined versions of the nexis charts. Can we

013225

Tova Andrea Wang
Democracy Fellow
The Century Foundation
41 East 70th Street - New York, NY 10021
phone: 212-452-7704 fax: 212-535-7534

Visit our Web site, www.tcf.org, for the latest news, analysis, opinions, and events.

[Click here](#) to receive our weekly e-mail updates.

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----

Margaret Sims/EAC/GOV
06/21/2006 12:15 PM

To "Tova Andrea Wang" [REDACTED], "Job Serebrov"
cc [REDACTED]
Subject Teleconference

I am sorry, but I have to postpone the teleconference originally scheduled for this evening. Is another day this week or early next week good for you two?
Peggy

Sent from my BlackBerry Wireless Handheld

013226

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"
<serebrov@sbcglobal.net>
06/28/2006 06:40 PM

To "Tova Wang" [REDACTED] psims@eac.gov
cc

Subject Re: methodology

Agreed

--- Tova Wang [REDACTED] > wrote:

> As you may recall, the working group expressed
> interest in the risk analysis
> method. The recent report by the Brennan Center on
> voting machines employs
> this methodology. If you look at pp. 8-19 of the
> attached, it provides a
> potential model. I think it might be worth
> including this as an appendix or
> footnote in the methodology section. Please let me
> know what you think.
> Tova
>
> Tova Andrea Wang
> Democracy Fellow
> The Century Foundation
> 41 East 70th Street - New York, NY 10021
> phone: 212-452-7704 fax: 212-535-7534
>

013227

> analysis, opinions, and events.
>
> _____
>
> <mailto:join-tcfmain@mailhost.groundspring.org>
> Click here to receive our
> weekly e-mail updates.
>
>
>

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Job Serebrov"
[REDACTED]

07/02/2006 10:28 AM

To psims@eac.gov

cc

Subject Please Change This

Peggy:

In the transcript, there is one serious mistake that must be changed immediately. On page 5 it indicates that I helped review and draft changes to the election code of Libya. It should be Namibia not Libya. The reason this is so serious if it stands is that at the time I reviewed Namibia's Code it was illegal for Americans to deal with Libya. I need to know that this has been corrected any ALL parties who have seen the transcript notified.

Job

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"
[REDACTED]

06/23/2006 01:04 PM

To dromig@eac.gov, psims@eac.gov

cc [REDACTED]

Subject RE: May 18, 2006 Meeting

Wow, there are a lot of errors in this. But at least it gets at the substance. Will this be circulated to the commissioners?

-----Original Message-----

From: dromig@eac.gov [mailto:dromig@eac.gov]

Sent: Thursday, June 22, 2006 2:45 PM

To: psims@eac.gov

Cc: [REDACTED]

013228

Subject: Fw: May 18, 2006 Meeting

Good news!!! The transcript is finally here.

Devon Romig
United States Election Assistance Commission
1225 New York Ave. NW, Suite 1100
Washington, DC 20005
202.566.2377 phone
202.566.3128 fax
www.eac.gov

----- Forwarded by Devon E. Romig/EAC/GOV on 06/22/2006 03:44 PM -----

"Carol J. Thomas Reporting" [REDACTED]

06/22/2006 03:24 PM

To dromig@eac.gov
cc jwilson@eac.gov
Subject May 18, 2006 Meeting

Dear EAC,

Attached please note the ASCII file for the Voting Fraud-Voter Intimidation Meeting taken on Wednesday, May 18, 2006. Your transcript has been shipped to you.

ASCII file name: 051806.txt

Please let us know if you have any questions.

Timothy Brischler, Office Manager, 703.273.9221

----- Forwarded by Margaret Sims/EAC/GOV on 11/29/2006 01:47 PM -----



"Tova Wang"

[REDACTED]
06/27/2006 12:26 PM

To psims@eac.gov, "Job Serebrov" [REDACTED]

cc

Subject outline of final report

Does this work for you?

Tova Andrea Wang
Democracy Fellow
The Century Foundation

013229

Thomas R. Wilkey/EAC/GOV
12/01/2006 01:31 PM

To "Tova Wang" <[REDACTED]>
cc
bcc
Subject Re: fraud and intimidation report [PDF]

I am still in Florida but it is supposed to be released next Thursday at our public meeting.
I would have Job and or you request advance copy from Julie who is putting the finishing touches on it.
We need to talk when I get back.
Thanks
Tom

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: wang
Sent: 12/01/2006 01:31 PM
To: Thomas Wilkey
Subject: fraud and intimidation report

Hi Tom, Any news? Any estimate of when it will be released and whether we will be able to see an embargoed copy ahead of time? Please let me know, I really don't want to be caught off guard on this. I'm on email and cell phone today and the weekend, in the office Monday.

I hope you are doing well and we can get together soon.

Tova

013230

Thomas R. Wilkey/EAC/GOV
10/12/2006 01:37 PM

To [REDACTED]
cc
bcc
Subject Re: usa today article [REDACTED]

We started doing that as soon as the article came out.

Thomas R. Wilkey
Executive Director
US Election Assistance Commission
1225 New York Ave, NW - Suite 1100
Washington, DC 20005
(202) 566-3109 phone
TWilkey@eac.gov
wang@tcf.org



wang@tcf.org
10/12/2006 10:31 AM

To twilkey@eac.gov
cc
Subject usa today article

----- Original Message -----

From: [REDACTED]
To: twilkey@eac.gov
Cc: [Tova Wang](#) ; [Job Serebrov](#)
Sent: Thursday, October 12, 2006 10:24 AM
Subject: usa today article

Hi Tom, Is anything going to be done to correct the record in the news reporting in USA Today and now numerous other media that this status report presented to the board of standards by Peg in May is NOT the report we submitted in July? I'm getting questions and don't know how to answer them. I feel compelled to tell people who ask that this is not our report. Our report still has not been released. Thanks.
Tova

013231

"Job Serebrov" [REDACTED]

11/03/2006 06:04 PM

To jhodgkins@eac.gov

cc

Subject Re: Please send me the summary

Julie:

You should have these as existing literature summaries.

Job

--- jhodgkins@eac.gov wrote:

> Juliet Thompson Hodgkins
> General Counsel
> United States Election Assistance Commission
> 1225 New York Ave., NW, Ste 1100
> Washington, DC 20005
> (202) 566-3100

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:13 PM -----

"Job Serebrov" [REDACTED]

11/03/2006 06:08 PM

To jhodgkins@eac.gov

cc

Subject Re: Please send me the summary

More

013232

--- jhodgkins@eac.gov wrote:

> Juliet Thompson Hodgkins
> General Counsel
> United States Election Assistance Commission
> 1225 New York Ave., NW, Ste 1100
> Washington, DC 20005
> (202) 566-3100

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:13 PM -----

"Tova Wang" [REDACTED]

11/09/2006 04:54 PM

To bbenavides@eac.gov, [REDACTED]
cc twilkey@eac.gov, jhodgkins@eac.gov
Subject RE: Conference call

Sounds good. I will come by the EAC since its literally a few feet from my office. I look forward to seeing you. Tova

Tova Andrea Wang, Democracy Fellow
The Century Foundation
1333 H Street, NW, Washington, D.C. 20005

Visit our Web site, www.tcf.org, for the latest news, analysis, opinions, and events.

From: bbenavides@eac.gov [mailto:bbenavides@eac.gov]
Sent: Thursday, November 09, 2006 4:21 PM
To: [REDACTED]
Cc: twilkey@eac.gov; jhodgkins@eac.gov; bbenavides@eac.gov
Subject: Conference call

Tova, Job -- I have scheduled 6:00 PM EST on Wednesday, November 15 for a conference call with Tom Wilkey and Julie Thompson-Hodgkins.

Conference call in # is 866-222-9044, Passcode [REDACTED]

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100

013233

Washington, DC 2005

  
202-566-3114 GAO_Report_JS_.doc indiana_litigation__official.doc Section_5_Recommendation_Memorandum_summary.doc
   
Securing_the_Vote.doc Shattering_the_Myth.doc South_Dakota_FINAL.doc Steal_this_Vote_Review_final.doc
   
The_Long_Shadow_of_Jim_Crow.doc The_New_Poll_Tax_JS_.doc Washington_FINAL.doc Wisconsin_Audit_Report.doc
   
Wisconsin_FINAL.doc Wisconsin_Vote_Fraud_IF.doc A_Funny_ThingReview.doc American_Center_Report_FINAL.doc
  
Americas_Modern_Poll_Tax_JS_.doc Brennan_Analysis_Voter_Fraud_Report_FINAL.doc cb_summary.doc
   
Chandler_Davidson_summary__official.doc Crazy_Quilt.doc Deliver_the_Vote_Review.doc dnc_ohio.doc
  
DOJ_Public_Integrity_Reports_JS_.doc Donsanto_IFES_FINAL.doc Election_Protection_stories.doc
  
Existing_Literature_Reviewed.doc fooled_again_review.doc GA_litigation_summary2.doc

Juliet E. Hodgkins/EAC/GOV

11/03/2006 06:06 PM

To "Job Serebrov" [REDACTED]

cc

Subject Re: Please send me the summary [Link](#)

Thanks!

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: "Job Serebrov" [REDACTED]

Sent: 11/03/2006 06:04 PM

To: Juliet Hodgkins

Subject: Re: Please send me the summary

Julie:

You should have these as existing literature summaries.

Job

--- jhodgkins@eac.gov wrote:

> Juliet Thompson Hodgkins
> General Counsel
> United States Election Assistance Commission
> 1225 New York Ave., NW, Ste 1100
> Washington, DC 20005

013235

Juliet E. Hodgkins/EAC/GOV
12/01/2006 12:22 PM

To jlayson@eac.gov
cc
bcc
Subject More emails from Job

Juliet Thompson Hodgkins
General Counsel
United States Election Assistance Commission
1225 New York Ave., NW, Ste 1100
Washington, DC 20005
(202) 566-3100

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----

"Job Serebrov" [REDACTED]

08/26/2005 03:35 PM

To klynndyson@eac.gov, sda@mit.edu, [REDACTED]
cc twilkey@eac.gov, nmortellito@eac.gov, jthompson@eac.gov
Subject Re: Kick off activities for the EAC Voting fraud/voter intimidation project

Karen:

Either day is fine for me.

Job

--- klynndyson@eac.gov wrote:

> All-
>
> Although Tom Wilkey and I are still working to
> process each of your
> contracts on this project, we would like to
> tentatively schedule an
> in-person meeting on September 12, here in
> Washington.
>
> In the meantime, I'd like to propose that we all
> have a short
> teleconference call next Wednesday or Thursday at
> 1:00 PM to begin to talk
> through the scope of this project and the respective
> roles and
> responsibilities each of you might take on.
>
> Could you let me know your availability for a 45
> minute call on August 31
> or September 1 at 1:00?
>

013236

Julie:

Just a reminder that we have a telephone conference for the vote fraud group at 4:00 today. You were going to see if you could talk to Commissioner Davidson before that time so I could know what the possibilities are for serving as her executive assistant. If this is even possible and if the Commission is willing to raise the salaries of the executive assistants, her time table could affect the vote fraud project time table.

Regards,

Job

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----

"Job Serebrov" [REDACTED]

To twilkey@eac.gov, klynndyson@eac.gov, sda@mit.edu, [REDACTED]
jthompson@eac.gov

09/06/2005 11:42 AM

cc

Subject Draft Schedule Proposal for Vote Fraud Group

I have attached a draft proposed schedule of events for our discussion today. Please keep in mind that this is only a proposal but I thought that we needed somewhere to start from.

Regards,

Job

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----

"Job Serebrov" [REDACTED]

To twilkey@eac.gov, klynndyson@eac.gov, sda@mit.edu, [REDACTED]
jthompson@eac.gov

09/06/2005 11:46 AM

cc

Subject Once again

I neglected to send the last attachment as a .doc. Please ignore it.

Job

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----

013237

>
<<http://www.electionline.org/SignUp/tabid/88/Default.aspx>>
>
>
>

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----
"Job Serebrov" [REDACTED]

09/30/2005 10:45 AM

To jthompson@eac.gov
cc
Subject Contracts

Julie:

Any luck finding the whereabouts of our contracts?
Also, I assume that we will not hear from Peg until
Monday.

Job

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----
"Job Serebrov" [REDACTED]

10/21/2005 04:04 PM

To jthompson@eac.gov
cc
Subject No Contract Yet

Julie:

I see that I will have to drive folks up there crazy
Monday to make the Tuesday deadline for the signing
of our contracts so we get paid on time.

At this point, on Tuesday I just plan to e-mail a
standard invoice for this month.

Job

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:18 PM -----

013238

Juliet E. Hodgkins/EAC/GOV
12/01/2006 12:24 PM

To jlayson@eac.gov
cc
bcc
Subject More emails from Tova

Juliet Thompson Hodgkins
General Counsel
United States Election Assistance Commission
1225 New York Ave., NW, Ste 1100
Washington, DC 20005
(202) 566-3100

----- Forwarded by Juliet E. Hodgkins/EAC/GOV on 12/01/2006 12:23 PM -----

"Tova Wang"

[REDACTED]

09/07/2005 05:14 PM

To klynndyson@eac.gov, twilkey@eac.gov
cc jthompson@eac.gov, nmortellito@eac.gov, sda@mit.edu, "Job Serebrov"

[REDACTED]

Subject work plan

Hi Karen and Tom,

As we discussed yesterday, attached is a preliminary work plan/division of labor for your review. Please let us know if this is sufficient for the present and if you have any comments or questions.

In terms of hours dedicated to the project, Job and Tova are able to commit to 15-20 hours per week assuming that includes reimbursed periodic travel. Steve can do approximately 2 hours per week. We have tentatively scheduled to meet at your offices in DC, if that is convenient for you, on September 20. We will be able to confirm that within the next day or so.

All of us are very eager to get started on this important work as soon as possible. However, because we also have other work related responsibilities, we are a bit reluctant to do so before having an opportunity to review our contracts. We look forward to receiving them so we can get going right away.

Thanks so much. Speak to you soon.

Tova, Job and Steve

-----Original Message-----

From: klynndyson@eac.gov [mailto:klynndyson@eac.gov]

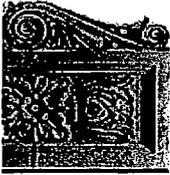
Sent: Friday, September 02, 2005 3:19 PM

To: klynndyson@eac.gov; nmortellito@eac.gov

Cc: jthompson@eac.gov; nmortellito@eac.gov; sda@mit.edu; Job Serebrov; twilkey@eac.gov;

[REDACTED]

013239



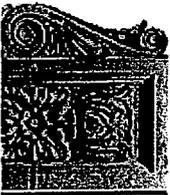
Bert A. Benavides/EAC/GOV
12/08/2006 10:42 AM

To Jeannie Layson/EAC/GOV
cc
bcc
Subject Fw: Conference call

For the FOIA request

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

----- Forwarded by Bert A. Benavides/EAC/GOV on 12/08/2006 10:40 AM -----



Bert A. Benavides/EAC/GOV
11/13/2006 08:45 AM

To "Job Serebrov"
cc [redacted] Thomas R. Wilkey/EAC/GOV@EAC, Juliet E. Thompson-Hodgkins/EAC/GOV
Subject Re: Conference call

Job,

I have changed the time, per your request, of the conference call scheduled for Wednesday, November 15 to 6:30 PM EST.

Bert A. Benavides
Special Assistant to the Executive Director
202-566-3114

"Job Serebrov" [redacted]



"Job Serebrov"
[redacted]
11/09/2006 06:33 PM

To bbenavides@eac.gov, [redacted]
cc
Subject Re: Conference call

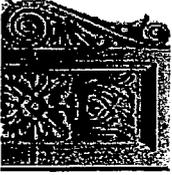
6:00 pm will not work for me as I am in route home. It would have to be between 6:30 and 7:00 pm your time. Remember I am one hour behind.

Job

--- bbenavides@eac.gov wrote:

> Tova, Job -- I have scheduled 6:00 PM EST on
> Wednesday, November 15 for a
> conference call with Tom Wilkey and Julie

> Thompson-Hodgkins.
>
> Conference call in # is [REDACTED] asscode.
> [REDACTED]
>
>
>
> Bert A. Benavides
> Special Assistant to the Executive Director
> U. S. Elections Assistance Commission
> 1225 New York Avenue, NW
> Suite 1100
> Washington, DC 20005
> 202-566-3114

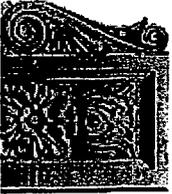


Bert A. Benavides/EAC/GOV
12/08/2006 10:44 AM

To Jeannie Layson/EAC/GOV
cc
bcc
Subject FOIA Request - Tova Wang

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

----- Forwarded by Bert A. Benavides/EAC/GOV on 12/08/2006 10:42 AM -----



Bert A. Benavides/EAC/GOV
11/13/2006 08:45 AM

To "Job Serebrov"
cc wang@tcf.org, Thomas R. Wilkey/EAC/GOV@EAC, Juliet E. Thompson-Hodgkins/EAC/GOV
Subject Re: Conference call

Job,

I have changed the time, per your request, of the conference call scheduled for Wednesday, November 15 to 6:30 PM EST.

Bert A. Benavides
Special Assistant to the Executive Director
202-566-3114

"Job Serebrov"



"Job Serebrov"
11/09/2006 06:33 PM

To bbenavides@eac.gov,
cc
Subject Re: Conference call

6:00 pm will not work for me as I am in route home. It would have to be between 6:30 and 7:00 pm your time. Remember I am one hour behind.

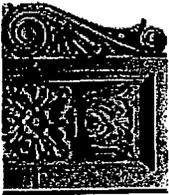
Job

--- bbenavides@eac.gov wrote:

> Tova, Job -- I have scheduled 6:00 PM EST on
> Wednesday, November 15 for a
> conference call with Tom Wilkey and Julie
> Thompson-Hodgkins.
>

> Conference call in # is 866-222-9044, Passcode
> [REDACTED]
>
>
> Bert A. Benavides
> Special Assistant to the Executive Director
> U. S. Elections Assistance Commission
> 1225 New York Avenue, NW
> Suite 1100
> Washington, DC 20005
> 202-566-3114

--- Forwarded by Bert A. Benavides/EAC/GOV on 12/08/2006 10:42 AM ----



Bert A. Benavides/EAC/GOV

11/15/2006 02:19 PM

To "Tova Wang" [REDACTED]
cc bbenavides@eac.gov
Subject RE: Conference call [icon]

Tova, due to the change in time, both Julie and Tom will be calling into the conference call from their respective residences. Thanks. Take care.

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

Tova Wang [REDACTED]



"Tova Wang"

11/09/2006 04:54 PM

To bbenavides@eac.gov, [REDACTED]
cc twilkey@eac.gov, jhodgkins@eac.gov
Subject RE: Conference call

Sounds good. I will come by the EAC since its literally a few feet from my office. I look forward to seeing you. Tova

Tova Andrea Wang, Democracy Fellow
The Century Foundation
1333 H Street, NW, Washington, D.C. 20005

Visit our Web site, www.tcf.org, for the latest news, analysis, opinions, and events.

From: bbenavides@eac.gov [mailto:bbenavides@eac.gov]
Sent: Thursday, November 09, 2006 4:21 PM
To: [REDACTED]
Cc: twilkey@eac.gov; jhodgkins@eac.gov; bbenavides@eac.gov
Subject: Conference call

Tova, Job -- I have scheduled 6:00 PM EST on Wednesday, November 15 for a conference call with Tom Wilkey and Julie Thompson-Hodgkins.

Conference call in # is 866-222-9044, Passcode [REDACTED]

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

013244

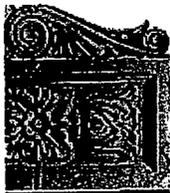


Bert A. Benavides/EAC/GOV
12/08/2006 10:46 AM

To Jeannie Layson/EAC/GOV
cc
bcc
Subject FOIA Request - Tova Wang

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

----- Forwarded by Bert A. Benavides/EAC/GOV on 12/08/2006 10:44 AM -----



Bert A. Benavides/EAC/GOV
11/15/2006 02:19 PM

To "Tova Wang" [REDACTED]
cc bbenavides@eac.gov
Subject RE: Conference call [icon]

Tova, due to the change in time, both Julie and Tom will be calling into the conference call from their respective residences. Thanks. Take care.

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114

"Tova Wang" <wang@tcf.org>



"Tova Wang"
[REDACTED]
11/09/2006 04:54 PM

To bbenavides@eac.gov, [REDACTED]
cc twilkey@eac.gov, jhodgkins@eac.gov
Subject RE: Conference call

Sounds good. I will come by the EAC since its literally a few feet from my office. I look forward to seeing you. Tova

Tova Andrea Wang, Democracy Fellow
The Century Foundation
1333 H Street, NW, Washington, D.C. 20005

Visit our Web site, www.tcf.org, for the latest news, analysis, opinions, and events.

Conference call in # [REDACTED] Passcode [REDACTED]

Bert A. Benavides
Special Assistant to the Executive Director
U. S. Elections Assistance Commission
1225 New York Avenue, NW
Suite 1100
Washington, DC 20005
202-566-3114



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

November 27, 2006

Mr. Ralph Neas
President
People for the American Way
2000 M Street, NW
Suite 400
Washington, DC 20036

Dear Mr. Neas:

Thank you for your Freedom of Information Act (FOIA) request regarding the U.S. Election Assistance Commission's research on voter fraud and intimidation. The document you requested on voter fraud and intimidation is protected from release under FOIA. Specifically, the responsive information is protected by the Deliberative Process Privilege and exempted from release under 5 U.S.C. §552(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 before that matter is adopted. Such 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.

The report you have requested is an intra-agency document that is not yet complete and has not been reviewed and approved by the Commissioners (the relevant policy makers). An initial draft of the document was created by two contract employees with the support of EAC staff. The contract employees were hired pursuant EAC's authority to hire consultants and experts under 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 at issue were closely 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. Communications with contract employees are intra-agency communications for the purposes of FOIA.¹ Work continues to proceed on the draft.

¹ Department of the Interior v. Klamath Water Users Protective Association, 532 U.S. 1, 9-11 (2001) and Hertzberg v. Veneman, 273 F. Supp. 2d 67, 76 n.2 (D.D.C. 2003).

Similarly, the document you have requested constitutes a recommendation on a policy matter. The purpose or subject of the draft report at issue is to make an EAC determination on how voter fraud should be studied by the Agency. This is to be done by (1) assessing the nature and quality of information that presently exists on the subject matter; (2) defining the terms and scope of EAC study as proposed under HAVA; (3) determining what is to be studied; and (4) determining how it is to be studied. Clearly, EAC's interpretation of HAVA and its determination of what it will study and how it will use its resources are matters of Agency policy. This policy can only be made by the EAC's duly appointed Commissioners. This has not yet been done. Thus, any draft created by staff is a proposal or recommendation on a policy matter and clearly both predecisional and deliberative.

For these reasons, the draft document you have requested is exempt from release. We expect the report to be made final and approved by the Commission in December. It will be made public at that time. Upon its release you may obtain a copy of it at www.eac.gov.

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 may appeal it to the Commission. 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 this letter. Please include your reasons for reconsideration and attach a copy of this letter.

Sincerely,

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

**FAX COVER SHEET**

**To: JEANNIE LAYSON, Director of Communications, U.S. Election
Assistance Commission**

From: JUDITH E. SCHAEFFER, Deputy Legal Director

Date: October 27, 2006

Fax: 202-566-3127

No. of pages including cover sheet: 4

Phone: 202-467-4999 Fax: 202-293-2672

FOIA request attached

This transmission is intended for the sole use of the individual and entity to whom it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution or duplication of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify us immediately by collect call to (202) 467-4999, and send the original transmission to us by return mail at the below address.

**2000 M Street NW ♦ Suite 400 ♦ Washington, DC 20036
Phone 202.467.4999 ♦ Fax 202.293.2672 ♦ pfaw@pfaw.org ♦ www.pfaw.org**

013249



October 27, 2006

Via email and fax

Jeannie Layson
Director of Communications
United States Election Assistance Commission
1225 New York Avenue N.W.
Suite 1100
Washington, DC 20005

Re: FOIA Request

Dear Ms. Layson:

In accordance with the Freedom of Information Act, 5 U.S.C. § 552, I am writing on behalf of People For the American Way to request a copy of a study concerning voter fraud conducted by Tova Wang and Job Serebrov and presented to the EAC in report form sometime subsequent to May 2006.

As you may know, I wrote to the EAC on October 18, 2006 on behalf of People For the American Way Foundation, asking for a copy of the report of this study. On October 19, I received a letter from Paul S. DeGregorio, Chair of the EAC, denying the request. (A copy of Mr. DeGregorio's letter is attached.) According to Mr. DeGregorio, the report was a "draft" and would not be released. However, as even Mr. DeGregorio's letter underscores, the report we are seeking is not a "draft" but rather the *authors'* report of their study of voter fraud. That the Commission may, in the words of Mr. DeGregorio, "release a final report from this study" does not make the study itself a draft. In any event, the Commission should not, and in our view cannot, withhold from public disclosure this important study, which was funded by federal taxpayers.

In accordance with FOIA, I would appreciate your furnishing the requested report to us at your earliest convenience, and no later than 20 working days from today. If you deny this request in whole or in part, please cite the specific exemption(s) that you maintain allows the Commission to withhold the release of this report in whole or in part, and, as also required by law, please release any segregable portion of the report that remains after the exempted material has been deleted. We are willing to pay the statutory fee for the copying of this report.

FOIA Request
October 27, 2006
Page 2

Please do not hesitate to call our Deputy Legal Director, Judith E. Schaeffer, if you have any questions about this request. Thank you in advance for your assistance and cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Ralph G. Neas".

Ralph G. Neas
President

Encl.

10/19/2006 03:47

2025661389



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

OFFICE OF THE CHAIRMAN

October 19, 2006

Ralph G. Neas
President, People for the American Way Foundation
2000 M Street, NW
Suite 400
Washington, DC 20036

Via Facsimile Transmission ONLY
202-293-2672

RE: October 18, 2006 Letter

Dear Mr. Neas:

Your letter of October 18, 2006 requests the release of EAC's Voter Fraud and Intimidation Report. I would like to take this opportunity to clarify the purpose and status of this study.

In late 2005, EAC hired two consultants for the purpose of assisting EAC with two things: 1) developing a uniform definition of the phrase voter fraud, and 2) making recommendations on how to further study the existence, prosecution, and means of deterring such voter fraud. In May 2006, a status report on this study was given to the EAC Standards Board and EAC Board of Advisors during their public meetings. During the same week, a working group convened to react to and provide comment on the progress and potential conclusions that could be reached from the work of the two consultants.

The conversation at the working group meeting was lively on the very points that we were trying to accomplish as a part of this study, namely what is voter fraud and how do we pursue studying it. Many of the proposed conclusions that were suggested by the consultants were challenged by the working group members. As such, the consultants were tasked with reviewing the concerns expressed at the working group meeting, conducting additional research as necessary, and providing a draft report to EAC that took into account the working group's concerns and issues.

That draft report is currently being vetted by EAC staff. EAC will release a final report from this study after it has conducted a review of the draft provided by the consultants. However, it is important to remember the purpose of this study -- finding a uniform definition of voter fraud and making recommendations on how to study the existence, prosecution and deterrence of voter fraud -- as it will serve as the basis of the EAC report on this study.

Thank you for your letter. You can be assured that as soon as a final report on the fraud and intimidation study is available, a copy will be made available to the public.

Sincerely,

Paul S. DeGregorio
Chairman

Tel: (202) 566-3100 www.eac.gov Fax: (202) 566-3189
Toll free: 1 (866) 747-1471

OCT-19-2006 15:07

2025661389

57%

P. 02

TOTAL 1.0252



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

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.*

COPY R-05

ORDER FOR SUPPLIES AND SERVICES

IMPORTANT: See Instructions on GSAR PAGE 91 PAGES 553.370-300-1 for distribution 1

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

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 B. DELIVERY
 REFERENCE YOUR: [Blank]

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: [Blank]

9A. EMPLOYER'S IDENTIFICATION NUMBER: 22-600-1086 (NAICS 61131-Not for Profit Public Institution)

9B. CHECK, IF APPROP: WITHHOLD 20%

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. PARTNERSHIP C. SOLE SHIP

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.: [Blank]

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

22. SHIPPING POINT

23. GROSS SHIP WT. [Blank]

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

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 the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

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

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

PROMPT PAYMENT

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

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

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor . . .

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

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

NOTE: Invoices must include the ACN number (block 29) and shall be submitted in original only, unless otherwise specified in the billing office designated in block 29 for receive invoices. The invoice address must correspond to the purchase address in block 52.

(a)(8)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred non-tradingly on the 21st day (unless otherwise specified in block 20) after the Contractor delivered the supplies or performed the service 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. 201-208); 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.

52.252-2 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.)
- 52.223-8 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)
- 52.246-1 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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COPY

ORDER FOR SUPPLIES AND SERVICES

NOTE: MARK ALL PACKAGES WITH ORDER NUMBER/CONTRACT NUMBER

1. DATE OF ORDER 05/24/05	2. ORDER NUMBER	3. CONTRACT NUMBER	4. ACT NUMBER E4014127
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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	8. TYPE OF ORDER <input checked="" type="checkbox"/> A. PURCHASE <input type="checkbox"/> B. DELIVERY C. MODIFICATION NO. _____ AUTHORITY FOR ISSUING _____	REFERENCE YOUR
--	--	----------------

9A. EMPLOYER'S IDENTIFICATION NUMBER 22-600-1086 (NAICS 61131-Not for Profit Public Institution)	9B. CHECK, IF APPROP <input type="checkbox"/> WITHHOLD 20%	Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.
10A. 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	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 (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
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 	

PURCHASE ORDER TERMS AND CONDITIONS

552.229-79 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

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

552.210-79 PACKING LIST (DEC 1989)

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

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

52.232-1 PAYMENTS (APR 1984)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

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

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

PROMPT PAYMENT

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

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

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor . . .

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

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

NOTE: Invoices must include the ACF 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)(8)(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 8. 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 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)



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

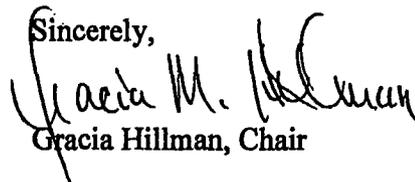
Dear Mr. Osterhage:

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

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.

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
 REFERENCE YOUR: [Blank]
 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

A. EMPLOYER'S IDENTIFICATION NUMBER: 2-600-1086 (NAICS 61131-Not for Profit Public Institution)
 9B. CHECK, IF APPROP: WITHHOLD 20%
 9A. 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
 12. REMITTANCE ADDRESS (MANDATORY):
 Remittance via EFT

C. MODIFICATION NO.: 01
 AUTHORITY FOR ISSUING: FAR 43.103(a)(3)
 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. PARTNERSHIP
 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.: [Blank]
 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: [Blank]
 23. GROSS SHIP WT.: [Blank]
 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

~~552.210-79 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 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.

(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 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. 201-208). 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.

52.252-2 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)

013269

ORDER FOR SUPPLIES AND SERVICES

ORDER NUMBER/CONTRACT NUMBER: **1**
 3. CONTRACT NUMBER: **E4014127A**
 4. ACT NUMBER: **E4014127A**

1. DATE OF ORDER: **02/23/06**
 2. ORDER NUMBER:

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
 A. PURCHASE
 B. DELIVERY
 C. MODIFICATION NO. AUTHORITY FOR ISSUING
01 FAR 43.103(a)(3)

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

IA. EMPLOYER'S IDENTIFICATION NUMBER: **22-600-1086 (NAICS 61131-Not for Profit Public Institution)**
 9B. CHECK, IF APPROPRIATE, WITHHOLD 20%:

OA. CLASSIFICATION
 A. SMALL BUSINESS
 B. OTHER THAN SMALL BUSINESS
 C. SMALL DISADVANTAGED
 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
 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. F.O.B. POINT OF ORIGIN: **Washington**
 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: **Election Assistance Commission (202) 566-3100**

23. GROSS SHIP WT.: **560,002.00**

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

GRAND TOTAL: **560,002.00**

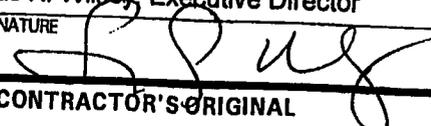
MAIL INVOICE TO: (Include zip code)
 Federal Services Administration (FUND)
 Election Assistance Commission
 1225 New York Ave., NW, Suite 1100
 Washington, DC 20005

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: 

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 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 copy of the 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 cost 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 "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.)
- 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)
- 52.226-11 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)

013271



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)

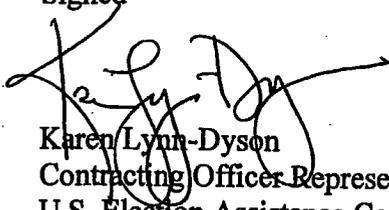
EAC Staff Recommendation

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.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE E4014127	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 01/24/2006	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	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. E4014127
		10B. DATE (SEE ITEM 11)
CODE	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 101.01 (F) 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 APPROBATION 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 STANDARD ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	FAR 43.103(a)(3)
	B. 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).
	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	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas R Wilkey, Executive Director
15B. CONTRACTOR OFFICIAL Constance J. Bornheimer <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 02/06/06
15B. UNITED STATES OF AMERICA 	15C. DATE SIGNED 2-22-06
	<small>Signature of Contracting Officer</small>

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.

) 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 \$ _____

(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		
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		
	220,504	
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		
	545,000	
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).

F706 - 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: [Blank]
 3. CONTRACT NUMBER: [Blank]
 4. ACT NUMBER: E4014127B

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: Kelth Osterhage [Redacted]

8. TYPE OF ORDER REFERENCE YOUR

A. PURCHASE

Please furnish the following on the terms specified on both sides of this form 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: [Blank]

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

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

SHIPPING POINT

23. GROSS SHIP WT.

24. MAIL INVOICE TO: (Include zip code)
 Federal 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 P 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 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 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. 201-208). 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.

52.252-2 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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- 52.249-8 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.)
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- 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)

013279



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.

013280

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)

Personnel, Office of Research and Sponsored Programs
University Plaza
New Brunswick, NJ 08901

(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

FACILITY CODE

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. We 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 15, 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 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 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.

CHECK ONE

A. 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)

B. 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. 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)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

16C. DATE SIGNED

013281

7640-01-152-9070

TOLYN WEINBART, Assoc. Director, English Inst.

Thomas R. Wilkey, Executive Director and Contractor Officer

CONTRACTOR/OFFEROR
[Signature]
(Signature of person authorized to sign)

16C. DATE SIGNED
4/25/06

16B. UNITED STATES OF AMERICA
[Signature]
(Signature of Contracting Officer)

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./PROG. 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
F.O.B. POINT

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

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL

55,000.00

MAIL INVOICE TO: (Include zip code)

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

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Diana Scott

26B. TELEPHONE NO.

202-566-3100

28A. NAME OF CONTRACTING/ORDERING OFFICER (Type)

Gracia Hillman, Chair

26B. TELEPHONE NO.

202-566-3100

28C. SIGNATURE

GENERAL SERVICES ADMINISTRATION

1. PAYING OFFICE

GSA FORM 300 (REV. 2-93)

013282

PURCHASE ORDER TERMS AND CONDITIONS

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

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

552.210-79 PACKING LIST (DEC 1989)

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

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

52.232-1 PAYMENTS (APR 1984)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

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

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

PROMPT PAYMENT

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

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

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor . . .

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

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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

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

NOTE: Invoices must include the ACT number (block 4) and shall be submitted in an original only, unless otherwise specified, to the billing office designated in block 24 to receive invoices. The "remitt 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 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)
- 52.232-25 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)

013283

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